



*As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.*

**Reynolds School District  
Board of Education Regular**

December 15, 2021

7:00 PM

Virtual Meeting

I.	<b>6:00p - Executive Session</b>	<b>3</b>
	The Reynolds School Board and the Superintendent will recess into Executive Session at 6:00p, under ORS 192.660(2)(b) Personnel, ORS 192.660(2)(d) Negotiations, and ORS 192.660(2)(h) Legal Counsel. Executive Session is closed to the public.	
II.	<b>7:00p - Call to Order</b>	<b>4</b>
	A. Pledge of Allegiance	5
	B. Land Acknowledgement	6
	C. Consider Approval of the December 15, 2021 Business Meeting Agenda	
III.	<b>7:10p - Board Recognition</b>	<b>7</b>
	A. Student Recognition	8
	B. Volunteer/Community Partner Recognition	9
	C. Staff Recognition	10
IV.	<b>7:20p - Public to be Heard</b>	<b>11</b>
	Members of the public will address the board with comments and the board will listen only. Public Comment will be limited to 7 speakers with 3 minutes each. Forms must be turned in before the meeting start time.	
V.	<b>7:40p - Bargaining Group Updates</b>	<b>12</b>
VI.	<b>7:55p - Presentation to the Board</b>	
	A. RMS Update	13
	B. RSD/REA Article 18 Discipline Committee Report	33
VII.	<b>8:25p - Board Reports</b>	<b>44</b>
	A. Board Announcements	
	i. Individual Board Members - Announcements and Reports	
	ii. Upcoming Board Meetings	
VIII.	<b>8:30p - Superintendent's Reports</b>	<b>45</b>
	A. Announcements/Reports	
	B. Marginalized Students: 2022 Summer School Update	46
	C. Communications	
	D. Financial Report	51
	E. Enrollment Report	52
IX.	<b>9:00p - Consent Agenda</b>	<b>62</b>

	A. Approval of Personnel Order	
	B. Approval of Prior Meeting Minutes	63
	C. Policy Updates	69
	D. Contract Renewal: Trillium Family Services	78
X.	<b>9:05p - Action Items</b>	
	A. MOU with Multnomah County Emergency Services	91
	B. Authorization of Expenditures: Davis Elementary Portables	95
	C. Authorization to Spend: Tyler Tech Drive Suite	98
	D. Authorization to Spend: Staff Technology Devices	
	E. Authorization to Spend: Wright Security	141
	F. HB Lee Calendar Update	154
XI.	<b>9:15p - Board Discussion</b>	<b>161</b>
XII.	<b>9:30p - Adjourn</b>	<b>162</b>



*As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.*

To: Board of Directors  
From: Dr. Danna Diaz, Superintendent of Schools  
Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent  
**Subject: Executive Session**

Policy: [Executive Session – BDC](#)

Date: December 15, 2021

<b>Action</b>	<input type="checkbox"/>
<b>Report</b>	<input checked="" type="checkbox"/>

**Connection to School Board Core Beliefs and Commitments**

Safety       Equity       Instructional Practice       Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

**Summary:**

The Reynolds School Board and the Superintendent will recess into Executive Session under ORS 192.660(2)(a) Personnel, ORS 192.660(2)(f) Legal Counsel, and ORS 192.660(2)(h) Negotiations.

Executive Session is closed to the public.



*As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.*

To: Board of Directors  
From: Dr. Danna Diaz, Superintendent of Schools  
Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent  
**Subject: Call to Order**

Policy: [Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF](#)

Date: December 15, 2021

<b>Action</b>	<input checked="" type="checkbox"/>
<b>Report</b>	<input type="checkbox"/>

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**Strategic Plan Goal Topic 3: Student and Staff Wellness**

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

**Summary:**

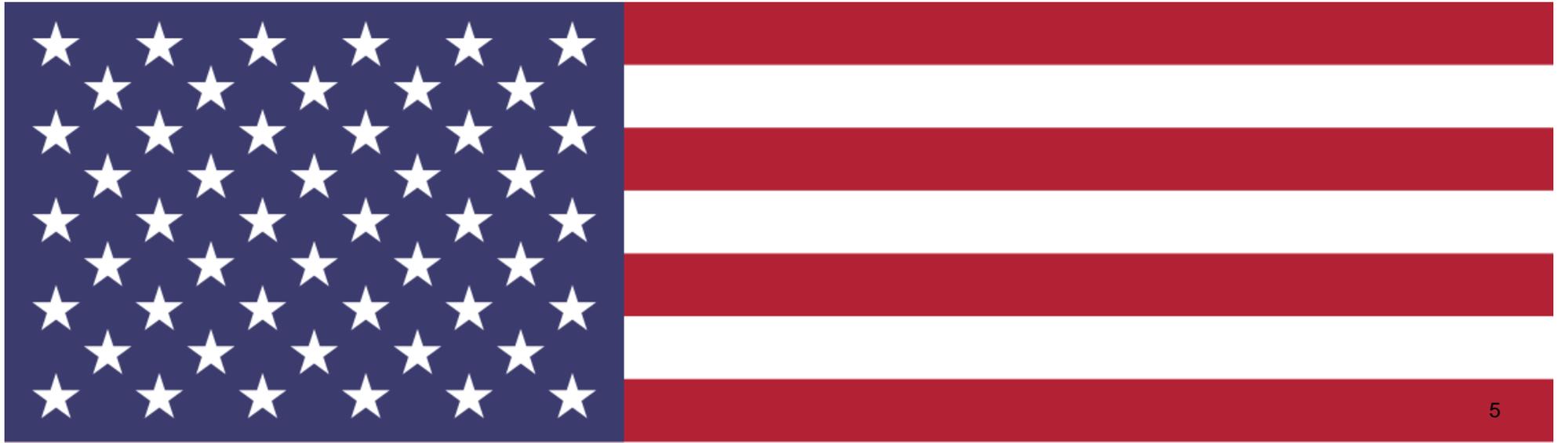
- a. Call to Order
- b. Pledge of Allegiance
- c. Land Use Acknowledgement

**Land Acknowledgement:**

We will open tonight’s meeting by acknowledging the traditional Indigenous inhabitants of this land. The purpose of these statements is to show respect for indigenous peoples and recognize their enduring relationship to the land. Practicing acknowledgment can also raise awareness about histories that are often suppressed or forgotten.

**Motion:**

- A. Motion Made by Board Member:
  - a. I move that the Board approve the December 15, 2021 Business Meeting Agenda as presented.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



# Land Use Acknowledgment & Guidelines



*Approved and Apdopted on May 27, 2020*

Reynolds School District expresses our gratitude and appreciation to traditional village sites of the Multnomah, Kathlamet, Clackamas, bands of Chinook, Tualatin, Kalapuya, Molalla and many other Tribes who made their homes along the Columbia River, and which is now home to a vibrant native community representing over 400 different tribal nations.

We believe that it is our responsibility as a school district to educate our students, staff and families about the true history of colonialism and the continued need to address colonialism today. This land acknowledgement will encourage our community to reflect upon the land we are standing on and engage in conversations centered in honoring the land.

Land acknowledgments will take place in conjunction with the Pledge of Allegiance, which will be recited after the Land Use Acknowledgement, during the following times:

- School Board meetings
- District-wide community meetings
- School assemblies
- Athletic Competitions
- Parent and community school evening events

## Land Use Acknowledgment

We respectfully acknowledge that the land on which we are gathering today is the traditional homeland of a diverse array of indigenous tribes and bands. Multnomah County rests on traditional village sites of the Multnomah, Wasco, Cowlitz, Kathlamet, Clackamas, Bands of Chinook, Tualatin, Kalapuya, Molalla, and many other tribes who made their homes along the Columbia River, creating communities and summer encampments to harvest and use the plentiful natural resources of the area. Multnomah County is now home to a vibrant indigenous community representing over 400 different tribal nations.

We recognize Indigenous peoples as the traditional stewards of this land and acknowledge the enduring relationship between the land and the people since time immemorial. We make this acknowledgement to open a space of recognition, inclusion, and respect for our sovereign tribal partners and all indigenous students, families, and staff in our community.

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Stephanie Field, Executive Director of Communication and Community Relations

**Subject: Board Recognition**

Policy: [Community Relations – KAA](#)

Date: December 15, 2021

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

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**Connection to School Board Core Beliefs and Commitments**

Safety       Equity       Instructional Practice       Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

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**Summary:**

The Board will publicly recognize students, staff, and community partners including:

- Student Recognition: Destiny Tran, RHS Senior
- Community Partner/Volunteer Recognition: Active Children Portland and Dick's Sporting Goods
- Staff Recognition: Jason Wilebski, Hartley Elementary Counselor



Reynolds School Board  
**STUDENT RECOGNITION**

December 2021

8

**Destiny Tran**





Reynolds School Board  
**COMMUNITY PARTNER OF THE MONTH**  
December 2021



## **December 2021 Staff Recognition**

This month the school board recognizes Jason Wilebski, Hartley Elementary School counselor.

Christina Freeman, assistant principal at Hartley, said the following in her nomination:

“Jason is the heart of the school. He has developed and implemented systems in the school, that created a culture of care for each student and staff member. He is committed to every student and is actively part of every school function and operation. He is willing to do anything and everything to ensure that every child is supported and loved. He is a mentor and a guide for staff growth and an advocate for every person that walks through the school doors.”

Thank you for all your hard work and dedication to Reynolds!

Please join us in congratulating Jason!



*As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.*

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

**Subject: Public to be Heard**

Policy: [Public to be Heard – BDDH, Public Comment at Board Meetings – BDDH-AR](#)

Date: December 15, 2021

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 1: Marginalized Students**

In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

**Summary:**

Members of the public will address the Board with comments and the Board will listen only. The Board may choose not to address a request if it does not fall within the scope of Board Governance. Oregon law prohibits the Board from discussing specific employees or their job performance.

Those wishing to speak must complete a Public Comment Form on the RSD website.

Those providing spoken comment will be moved from attendee to panelists during the Public Comment portion of the agenda. Each speaker will have three minutes.

**Spoken Comments Submitted:**

1. Emilie Hoogewerff: Respect Educators
2. Julie Ho: Staffing at the High School
3. Mary Starrs: Teacher Compensation
4. Demond Bellard: Levying War

**Written Comments Submitted:**

1. Christian Dickey: Pulse of the District Community Opinion



*As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.*

To: Board of Directors  
From: Dr. Danna Diaz, Superintendent of Schools  
Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent  
**Subject: Bargaining Unit Updates**  
Policy: [Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF](#)  
Date: December 15, 2021

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

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**Connection to School Board Core Beliefs and Commitments**

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**Strategic Plan Goal Topic 3: Student and Staff Wellness**

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

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**Summary:**

Each Bargaining Group, Reynolds Education Association (REA), Oregon School Employees Association, Chapter 37 (OSEA), and Reynolds Administrative Group (RAA) will provide the Board of Directors with updates.

**Previous Board Action:**

Not Applicable

**Background:**

Not Applicable

**Financial Implications:**

Not Applicable

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Not Applicable

**Motion:**

Not Applicable

To: Board of Directors

From: Dr. Sara Hahn-Huston, Executive Director of Schools

Prepared by: Elizabeth Pomykala, Admin Assistant to the Executive Director of Schools

**Subject: RMS Reimagined**

Policy: [Student Rights and Responsibilities – JF/JFA](#)

Date: December 15, 2021

<b>Action</b>	<input type="checkbox"/>
<b>Report</b>	<input checked="" type="checkbox"/>

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**Connection to School Board Core Beliefs and Commitments**

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**Strategic Plan Goal Topic 1: Marginalized Students**

In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

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**Summary:**

Reynolds Middle School transitioned into Short Term Distance Learning (STDL) on November 22, 2021 to provide District and School administrators and building staff an opportunity to examine the safety, behavior management, instructional practices, culture / climate and additional supports needed to best serve students and staff this year. Information will be presented that includes but is not limited to: what led to the need to re-evaluate the practices at the school, a timeline of response, how the RMS staff and support personnel utilized their time during STDL to improve practices, student and family feedback received from listening sessions, staff collaboration, and outlined actionable steps for changes that will lead to improvement specific to safety, staff training and student engagement. Improvement efforts will continue to be monitored and enhanced and information will be shared about areas that are still in development.

**Previous Board Action:**

Not Applicable

**Background:**

Not Applicable

**Financial Implications:**

Not Applicable

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Not Applicable

**Motion:**

Not Applicable



# RMS Reimagined

*As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.*



# What led to the need to reevaluate?

- Social emotional needs and skills of students
- Self-management, self-awareness
- Social awareness, relationship skills
- Responsible decision making
- Social Media
- Staffing
- Safety

# Timeline

- Announcement to Staff on Monday, November 15 and to Parents / Community on Tuesday, November 16, and to Students in 8th period on Tuesday, November 16.
- Staff transition and prepare for STDL- Nov. 18 & 19
- Students Began STDL – November 22
- Number of School Days Students were in STDL (prior to the week of return) – 8 days
- Students Returned to in-person Instruction, by grade, beginning on December 7
- All Students on Campus beginning December 10
- Total time available for staff collaboration and planning or professional learning - 18.5 hours

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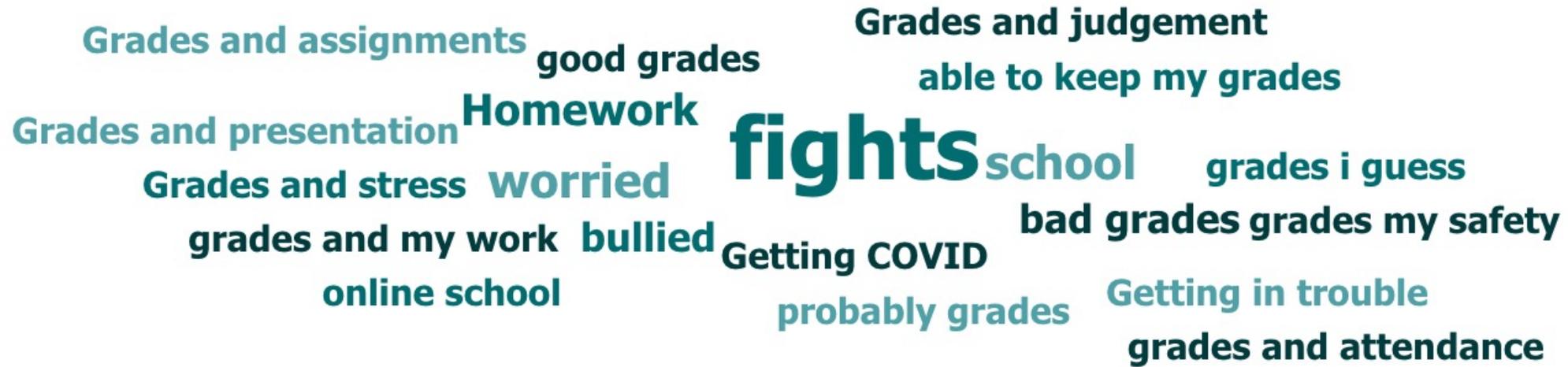
## Where Did RMS focus their time?

- Staff Prepared for Effective, Quality Short Term Distance Learning
- Initiated Student and Family Listening Sessions to Gather Feedback from our Community
- Shared Leadership and School System Reflection
- Safety Review of Discipline Data, Supervision, Policy
- Professional Learning and Trainings
- Student Engagement and Improving Positive School Climate and Culture

# Student and Family Feedback

- **Student & Family Listening Sessions**
- Three Student Sessions
- Two Family Sessions in Spanish
- Two Family Sessions in English
- Concerns about bullying, safety in general, disappointment about short term distance learning, anxiety about returning,

# What are you most worried about at school?



# What gives you the most joy at school?

able to see my friends  
friends and the staff  
Talking to my friends  
friends give the most joy  
new friends  
sum friends  
Gym/friends  
friends and teachers  
Learning and friends  
Hanging out with my friends  
Getting to see my friends  
Spending to with my friends  
friends and people  
teachers and friends  
Friends i know  
Making friends  
best friends  
friends doing math  
Probably friends

## Seeing my friends

# What are you most hopeful about with school?

grades will keep being good  
getting along better  
new friends Helping people  
middle school **school** best friends  
hopeful that I do good **good grades**  
good start school year teachers hope better grades  
online for the whole school Learning Getting good  
Seeing my friend Having friends  
Getting back to normal

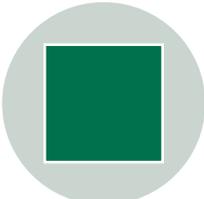
# Collaboration amongst Staff



Leadership Team



Whole staff discussions



Developed action plan



Reviewed and determined schedule updates



Reviewed and updated policies

# Actionable Steps for a Reimagined RMS

- Changes to Programming and Schoolwide Systems
- Safety Review Recommendations
- Deeper Professional Learning for Staff
- Training for Students
- Positive Engagement for Students
- Ongoing Process Monitoring

# Changes to Programming and Building Level Systems

## Examined the schedule:

- grade level lunches
- shorter passing times
- built in time for announcements

## Looked at hot spots in the building:

- bathroom pass system
- no longer dressing down for PE
- improved the supervision schedule

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# Security Improvements and PD

- Wright Security will be providing security staff who have been specially trained to work in schools to RMS and RHS. They will focus on relationship building, active supervision, with a focus on prevention in the escalation cycle.
- Trina Williams is conducting assessments on security at RMS and RHS and will consult on security improvements, the training of campus monitors and educational assistants on active supervision, situational awareness, and de-escalation.
- Courtenay McCarthy will be conducting Level 1 Threat Assessments training with a focus on RMS and RHS staff and key staff from all schools. This includes de-escalation and conflict mediation.
- Mandt Training, which focuses on relationship building and positive school climate, will be provided for all staff.

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# Security Improvements and PD

- In process: Safe & Civil Schools will train teachers on DSC classroom management and school leaders on strategies for surviving the end of the school year and Leading Behavioral Supports in Schools.
- Challenge Day is a globally renowned Social Emotional Learning program. The program has proven results towards positively influencing school culture and climate by creating a space for students to authentically build relationships and reach one another through play and shared vulnerability.
  - We will support our community further by enacting a Flight Team response for the building on the days of, and two days post-programming, in order to provide an unprecedented amount of mental health and social emotional supports to ensure students can safely engage in the deep work Challenge day requires.

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# MANDT Training, Day 1

Relationships are formed to satisfy the human needs of safety and security

Building positive relationships with staff and students are key

Gives teachers tools to manage themselves and helps them teach others to manage their own behavior

Recognize the early warning signs of potentially violent behavior and intervene proactively through de-escalation techniques and positive behavior supports

Intervene and deescalate through stronger relationships and early intervention

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# Challenge Day in January 2022

Challenge Day is a nonprofit organization committed to building empathy and compassion in our communities.

Students work with trained facilitators to build SEL competencies, empathy, compassion

Students learn that they are not alone and that many students around them are having the same experiences and challenges

The Challenge Day program helps youth and adults unlearn harmful habits, experience vulnerability as a pillar to restore strength, and enable the experience of freedom of full expression through compassion, connection, and diversity.

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# Let's Make School Fun Again

- **Lunch Time Activities:**

- School Store for games, athletic equipment, and other items for check out
- Table Tennis Fridays, Basketball Tourney, Game Table Competitions

- **Rewards Systems – Shields/Acknowledgement:**

- Positively rewarding social behavior
- Morning cell phone turn in
- Most growth in arriving on time
- Quarterly raffles for larger prizes
- Daily drawings for smaller prizes

- **Student Announcements:**

- Leadership team will be making afternoon announcements
- Celebrating student academics and positive behavior
- Sharing high interest information and opportunities

# A work in progress

Changing student behavior and staff response takes time

Foundations lessons are focused on SEL and restorative practices

Peer Mediation program is in developmental stages

Student Library Council starts in January

Student and staff affinity groups

Recruiting campus monitors

Recruiting more mental health practitioners



Thank You  
&  
Questions



*As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.*



*As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.*

To: Board of Directors

From: Dr. Christopher Ortiz, Assistant Superintendent of Student & Family Services and District Operations

Prepared by: Teri Pitts, Director of Student Information Management and Records

**Subject: RSD/REA Article 18 Discipline Report**

Policy: [\(Hyperlink to District Policy: Policy Name – Number\)](#)

Date: December 15, 2021

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

**Summary:**

The Board is provided quarterly reports regarding student behaviors that may be considered seriously disruptive to the instructional program by engaging in physical or verbal abuse and intimidation of a unit member or other students, as required by 2017-2020 Collective Bargaining Agreement with the Reynolds Education Association, Article 18.

**Previous Board Action:**

Report to Board of Directors provided on December 18, 2019

**Background:**

The 2017-2020 REA Collective Bargaining Agreement, Article 18, requires quarterly reports to the Board of Directors regarding student behaviors that may be considered seriously disruptive to the instructional program by engaging in physical or verbal abuse and intimidation of a unit member or other students. These incidents are documented on an incident reporting form that may not necessarily be entered into the Student Information System, so there may not be a direct correlation to discipline referrals made in the District’s official electronic Student Information System.

**Financial Implications:**

Not Applicable

**Alternatives:**

Not Applicable

**Staff Recommendation:**

This is an informational report for the Board of Directors.

**Motion:**

None



# Article 18 Discipline Report

*As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.*



## MISSION

We lead with equity to educate and support all students to graduate with the skills and confidence to thrive.



## VISION

As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.

## CORE BELIEFS & COMMITMENTS



### SAFETY

We believe that all students, families, and staff deserve a safe and secure learning environment. We commit to providing physical and emotional safety across the Reynolds community.



### EQUITY

We believe that equitable practices allow everyone within the Reynolds community to thrive. We commit to using equity as a foundation in all decision-making processes in order to eliminate inequities.



### INSTRUCTIONAL PRACTICES

We believe that high-quality, first-time instruction will eliminate the opportunity gap. We commit to setting high expectations and providing intentional professional development for instructional leaders.



### ORGANIZATIONAL CULTURE

We believe that the heart of a high-performing organization is its people. We commit to becoming an inclusive and positive organizational culture.

# Article 18

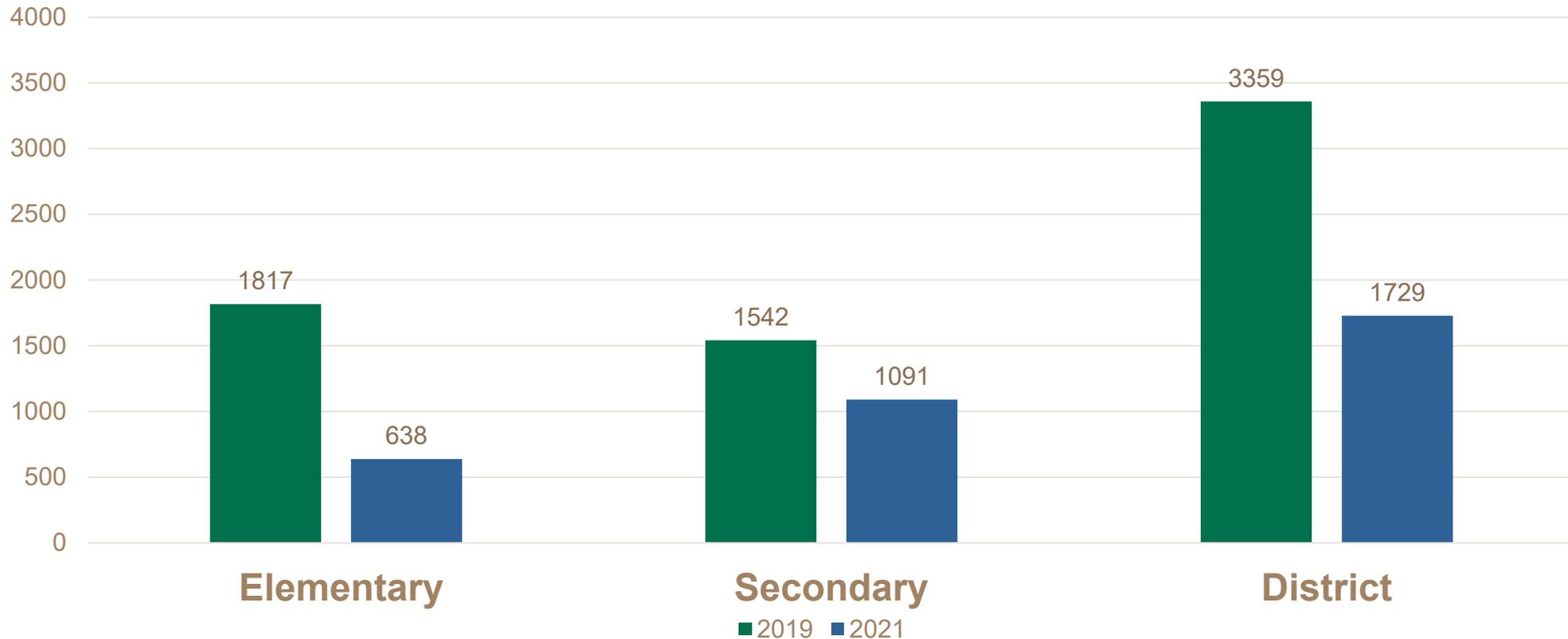
The 2017-2020 REA Collective Bargaining Agreement, Article 18, requires quarterly reports to the Board of Directors regarding student behaviors that may be considered seriously disruptive to the instructional program by engaging in physical or verbal abuse and intimidation of a unit member or other students.

The Article 18 committee is a collaboration of REA and District Leadership. We review district wide data and consider solutions to enhance staff and student wellness including discipline.

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# All Behavior Incident Referrals 2019-2020 SY and 2021-2022 SY

September 1st-December 1st

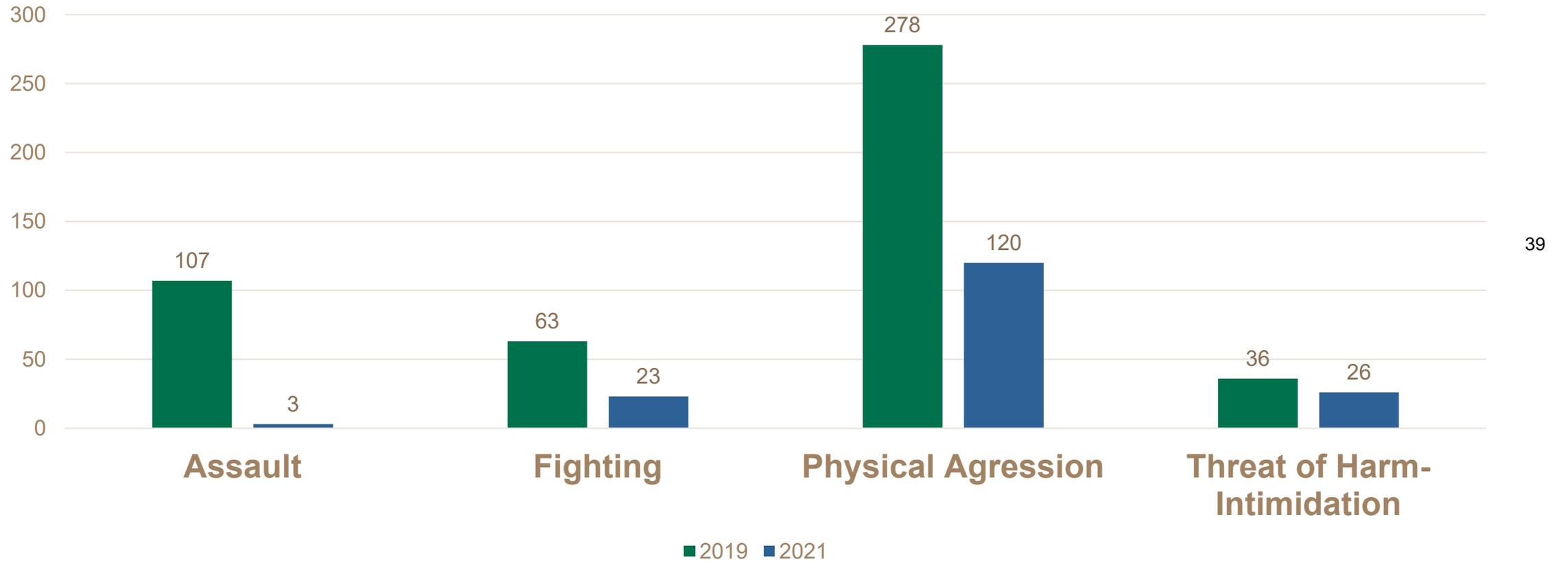


38

September 1<sup>st</sup> – December 1<sup>st</sup>

# Elementary Schools K-5<sup>th</sup>

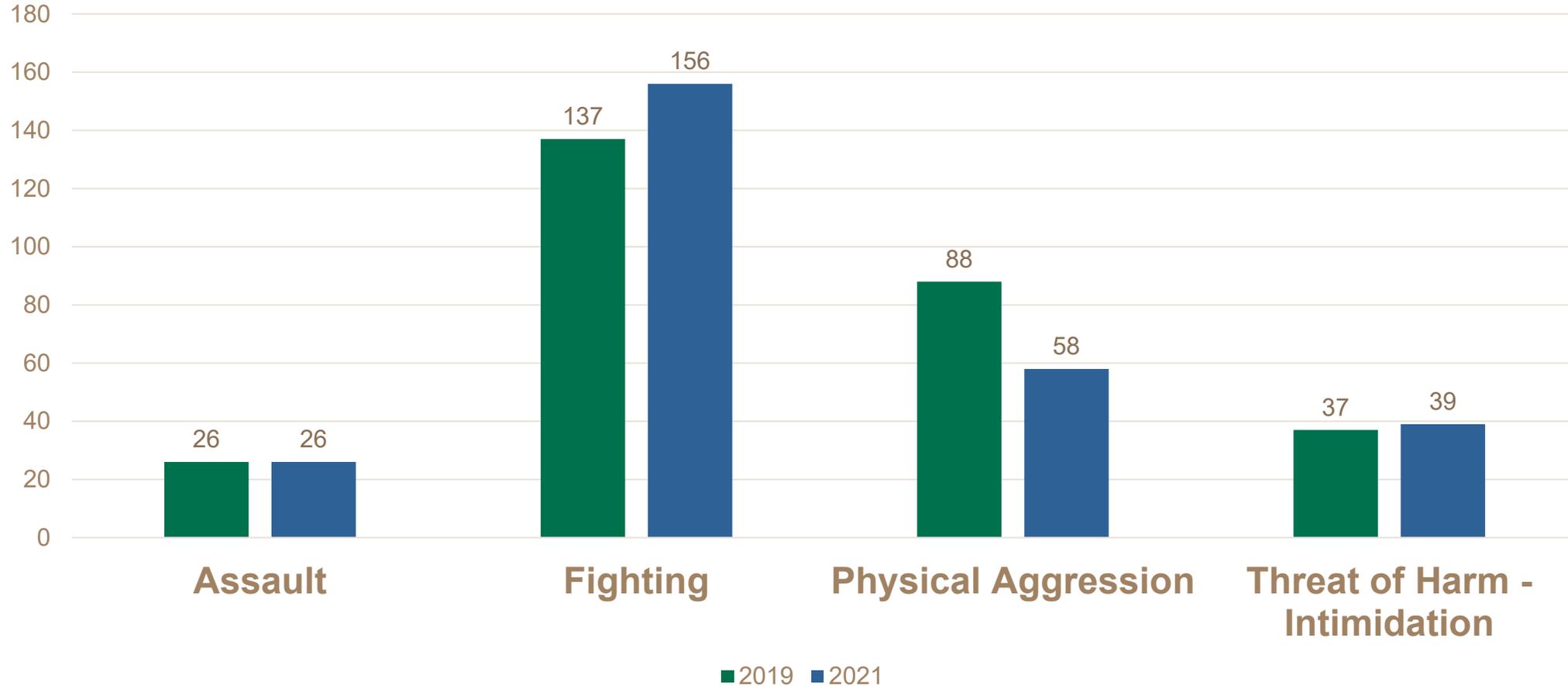
## Physical Behaviors/Threat of Harm



September 1<sup>st</sup> - December 1<sup>st</sup>

# Secondary Schools 6<sup>th</sup> – 12<sup>th</sup>

## Physical Behaviors/Threat of Harm

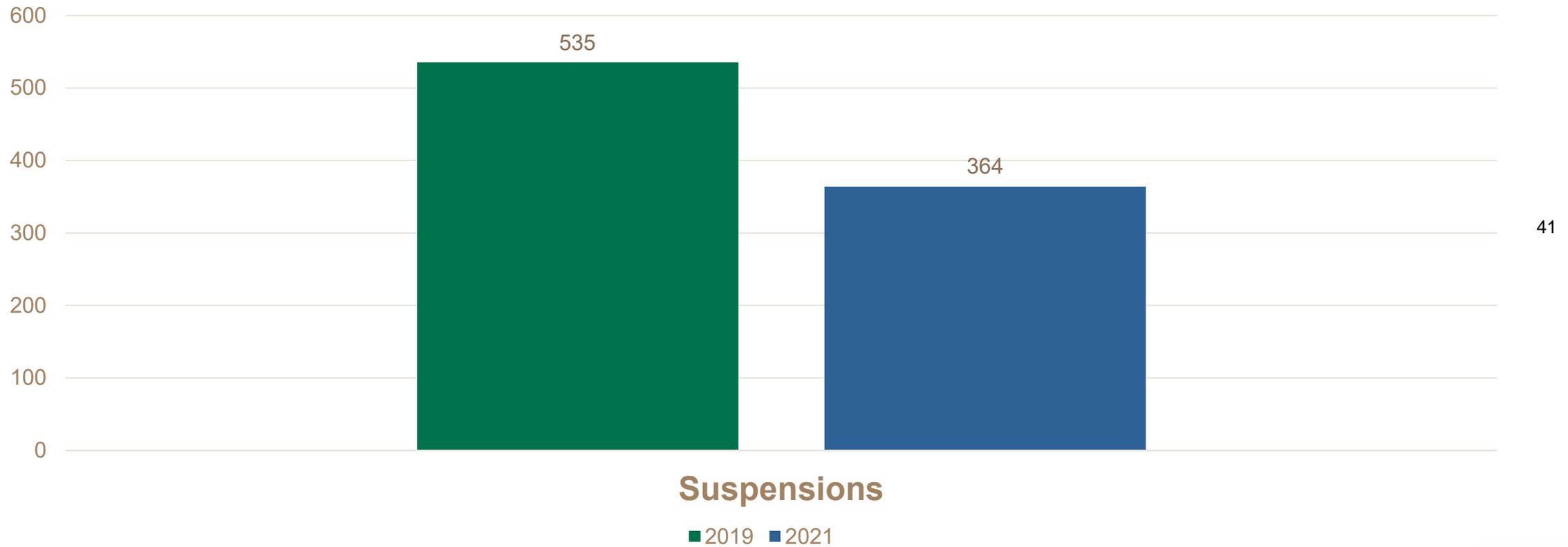


40

September 1<sup>st</sup>- December 1<sup>st</sup>

# Formal Discipline K-12

## Suspensions



September 1<sup>st</sup> – December 1<sup>st</sup>

# Data Differences

Declining  
Enrollment

Staffing  
Shortages

Care and  
Connect

Covid  
Quarantine

Educator and  
Administrator  
turn-over

Pivot to short  
term CDL (RMS  
and RHS)

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*As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.*



*As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.*

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

**Subject: Board Announcements**

Policy: [Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF](#)

Date: December 15, 2021

<b>Action</b>	<input type="checkbox"/>
<b>Report</b>	<input checked="" type="checkbox"/>

**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

**Summary:**

- a. Individual Board Member Reports or Announcements
- b. Upcoming Board Meetings
  - i. Board Work Session: January 12, 2022
  - ii. Board Business Meeting: January 26, 2022
- c. Budget Committee Vacancies
  - i. Position 11, term ending June 30, 2024
  - ii. Position 12, term ending June 30, 2024

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

**Subject: Superintendent’s Report**

Policy: [Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF](#)

Date: December 15, 2021

<b>Action</b>	<input type="checkbox"/>
<b>Report</b>	<input checked="" type="checkbox"/>

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**Summary:**

Superintendent Diaz will provide announcements and reports to the board:

- a. Announcements / Reports - Dr. Danna Diaz
  - i. Intensive Coaching Update
- b. Marginalized Students – Dr. Koreen Barreras-Brown and Dan Kimbrow
  - i. Summer School 2022 Update
- c. Communication Report – Stephanie Field
- d. Financial Report – Anthony Lebron
- e. Enrollment Report – Anthony Lebron and Teri Pitts

# SUMMER PROGRAMMING '21-'22

## REYNOLDS SCHOOL DISTRICT

Serving  
Students of the Reynolds School District

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# SUMMER PROGRAMMING 2021-22

June 27 – August 5, 2022

Planning meetings underway with SUN-site Regional Managers, partners

Currently collaborating with REA/OSEA to begin MOU discussions in January for Board approval by March '22

Plan to offer extended care (8 AM to 5 PM) at some sites with partners (parent pick-up required)

47

Some state funds will provide summer learning for the next two summers at targeted schools



# SUMMER ENROLLMENT

'20-'21 Summer programs enrolled 1900 students across 14 schools

Prediction: Staffing will limit total number of students able to participate during '21 – '22

In accordance with Strategic Plan as well as state guidelines, will focus targeted recruitment of students using reading achievement data and prioritizing our most marginalized students

48



# SUMMER PROGRAMMING 2021-22

All sites will have similar:

- Reading Focus
- Math / SEL / Enrichment components as required by grants, partners
- Daily Schedules with staggered start times
- Length of program (6 weeks) and Length of day (6 hours)
- 2/3 Academics, 1/3 Enrichment (4 hours/2 hours)
- Support from partners to operate full day and enrichment
- Recruitment strategies

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## SUMMER PROGRAMMING 2021-22

Some sites will operate Children's Defense Fund Freedom Schools™ and the associated Integrated Reading Curriculum

"... a research-based and multicultural program model that supports K-12 scholars and their families through five essential components: High quality academic and character-building enrichment; parent and family involvement; civic engagement and social action; intergenerational servant leadership development; and nutrition, health and mental health."

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<https://www.childrensdefense.org/programs/cdf-freedom-schools/>



# Reynolds School District No. 7

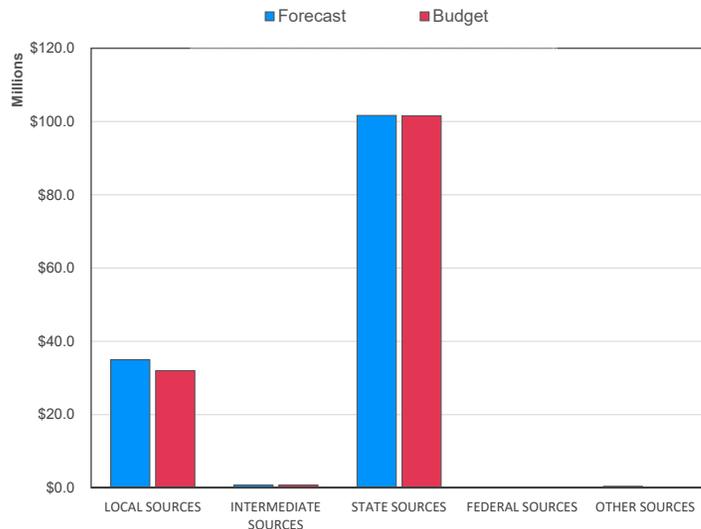
## 100 General Fund | Financial Projection by Object

For the Period Ending November 30, 2021

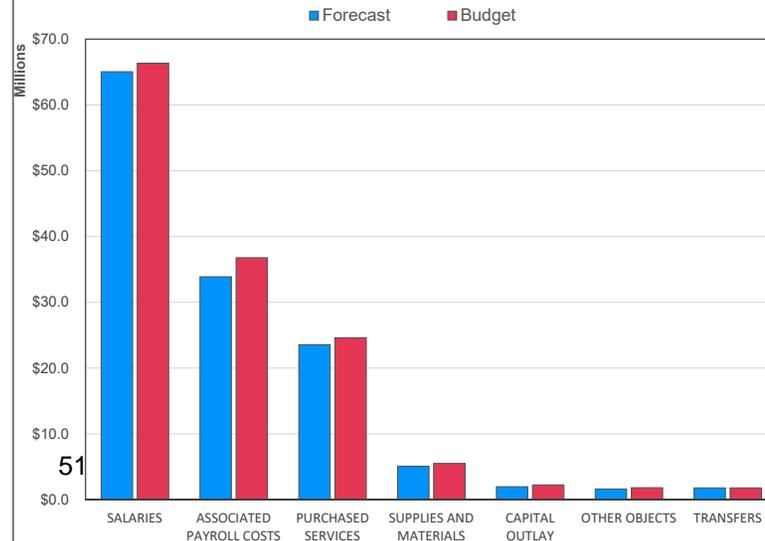
	Prior YTD	Current Year Budget	Current YTD	% of Budget	Add: Projections	Annual Forecast
<b>RESOURCES</b>						
<b>Operating Revenues</b>						
Local Sources	\$ 19,702,903	\$ 31,991,483	\$ 20,509,988	64.11%	\$ 14,486,793	\$ 34,996,781
Intermediate Sources	-	798,329	-	0.00%	798,278	798,278
State Sources	51,150,957	101,567,300	49,771,443	49.00%	51,876,595	101,648,038
Federal Sources	47,390	85,000	4,598	5.41%	41,813	46,411
Other Sources	-	215,987	215,987	100.00%	215,987	431,974
<b>Total Operating Revenues</b>	<b>\$ 70,901,249</b>	<b>\$ 134,658,099</b>	<b>\$ 70,502,016</b>	<b>52.36%</b>	<b>\$ 67,419,466</b>	<b>\$ 137,921,482</b>
Beginning Fund Balance	-	11,099,637	24,654,907	222.12%	-	24,654,907
<b>TOTAL RESOURCES</b>	<b>\$ 70,901,249</b>	<b>\$ 145,757,736</b>	<b>\$ 95,156,923</b>	<b>65.28%</b>	<b>\$ 67,419,466</b>	<b>\$ 162,576,389</b>
<b>REQUIREMENTS</b>						
<b>Operating Expenditures</b>						
Salaries	\$ 17,408,547	\$ 66,349,651	\$ 17,967,138	27.08%	\$ 47,082,438	\$ 65,049,576
Associated Payroll Costs	9,901,902	36,773,398	8,713,028	23.69%	25,163,283	33,876,311
Purchased Services	6,976,976	24,603,985	7,375,562	29.98%	16,172,213	23,547,775
Supplies and Materials	1,404,853	5,502,428	2,029,861	36.89%	3,042,814	5,072,675
Capital Outlay	906,240	2,221,018	168,263	7.58%	1,785,892	1,954,155
Other Objects	1,324,964	1,800,352	1,428,396	79.34%	180,646	1,609,042
Transfers	3,475,913	1,773,000	1,712,502	96.59%	60,000	1,772,502
<b>Total Operating Expenditures</b>	<b>\$ 41,399,395</b>	<b>\$ 139,023,832</b>	<b>\$ 39,394,750</b>	<b>28.34%</b>	<b>\$ 93,487,286</b>	<b>\$ 132,882,036</b>
Contingencies	-	1,683,476	-	0.00%	-	-
Unappropriated Ending Fund Balance	-	5,050,428	-	0.00%	-	-
<b>TOTAL REQUIREMENTS</b>	<b>\$ 41,399,395</b>	<b>\$ 145,757,736</b>	<b>\$ 39,394,750</b>	<b>27.03%</b>	<b>\$ 93,487,286</b>	<b>\$ 132,882,036</b>
Ending Fund Balance						\$ 29,694,353
<b>OPERATING SURPLUS / (DEFICIT)</b>	<b>\$ 29,501,855</b>	<b>\$ (4,365,733)</b>	<b>\$ 31,107,266</b>		<b>\$ (26,067,820)</b>	<b>\$ 5,039,446</b>

(Operating Revenue less Operating Expenses)

**Revenues by Source | Forecast vs. Budget**



**Expenditures by Object | Forecast vs. Budget**



### 2021-2022 Enrollment by Grade Data Excluding Charters

Grade	6-Oct-2021	20-Oct-2021	9-Nov-2021
Kndgtn	633	642	641
1st	590	593	600
2nd	655	655	649
3rd	631	638	632
4th	665	669	675
5th	687	685	684
6th	721	719	725
7th	702	702	703
8th	779	735	765
9th	715	712	706
10th	727	727	721
11th	675	670	660
12th	749	742	733
SPED SC	110	107	112
<b>Total</b>	<b>9,039</b>	<b>8,996</b>	<b>9,006</b>

Pd	Change	Rept Date vs June 2021	
Chg	10/6 to Current	6/2021 Data	Change
(1)	8	623	18
7	10	711	(111)
(6)	(6)	698	(49)
(6)	1	709	(77)
6	10	725	(50)
(1)	(3)	785	(101)
6	4	766	(41)
1	1	815	(112)
30	(14)	725	40
(6)	(9)	811	(105)
(6)	(6)	728	(7)
(10)	(15)	650	10
(9)	(16)	781	(48)
5	2	85	27
<b>10</b>	<b>(33)</b>	<b>Total</b>	<b>(606)</b>

### 2020-2021 Enrollment by Grade Data Excluding Charters

Grade	6-Oct-2020	29-Oct-2020	12-Nov-2020
Kndgtn	568	597	601
1st	697	716	714
2nd	681	701	699
3rd	699	707	706
4th	708	722	723
5th	768	791	792
6th	804	780	780
7th	849	821	816
8th	729	715	718
9th	758	834	826
10th	701	741	735
11th	608	677	675
12th	730	809	812
SPED SC	65	77	77
<b>Total</b>	<b>9,365</b>	<b>9,688</b>	<b>9,674</b>

Pd	Change
Chg	10/6 to Current
4	33
(2)	17
(2)	18
(1)	7
1	15
1	24
-	(24)
(5)	(33)
3	(11)
(8)	68
(6)	34
(2)	67
3	82
-	12
<b>(14)</b>	<b>309</b>

### Unit Change in Data 2021-2022 as Compared to 2020-2021 Exculding Charters

Grade	10/6/2021 vs 10/6/2020	10/20/2021 vs 10/29/2020	11/9/2021 vs 11/12/2020
Kndgtn	65	45	40
1st	(107)	(123)	(114)
2nd	(26)	(46)	(50)
3rd	(68)	(69)	(74)
4th	(43)	(53)	(48)
5th	(81)	(106)	(108)
6th	(83)	(61)	(55)
7th	(147)	(119)	(113)
8th	50	20	47
9th	(43)	(122)	(120)
10th	26	(14)	(14)
11th	67	(7)	(15)
12th	19	(67)	(79)
SPED SC	45	30	35
<b>Total</b>	<b>(326)</b>	<b>(692)</b>	<b>(668)</b>

2021-2022 Enrollment by School Data Excluding Charters					PD	Change	Rept Date vs June 2021	
School	6-Oct-2021	20-Oct-2021	9-Nov-2021		Chg	10/6 to Current	6/3/2021	Change
Alder	381	388	386		(2)	5	437	(51)
Davis	396	396	397		1	1	428	(31)
Fairview	302	306	305		(1)	3	290	15
Glenfair	390	399	398		(1)	8	423	(25)
Hartley	335	335	333		(2)	(2)	414	(81)
M Scott	357	358	359		1	2	409	(50)
Salish Ponds	348	353	352		(1)	4	378	(26)
Sweetbriar	266	268	266		(2)	-	303	(37)
Troutdale	330	327	329		2	(1)	378	(49)
Wilkes	433	431	434		3	1	432	2
Woodland	372	373	378		5	6	371	7
Lee MS	720	676	707		31	(13)	794	(87)
RMS	928	924	924		-	(4)	956	(32)
WMMS	569	570	572		2	3	577	(5)
RHS	2,604	2,585	2,555		(30)	(49)	2,667	(112)
RLA	185	199	209		10	24	241	(32)
Cornerstone/Tutoring/Outside Plc	123	108	102		(6)	(21)	114	(12)
<b>Total</b>	<b>9,039</b>	<b>8,996</b>	<b>9,006</b>		<b>10</b>	<b>(33)</b>	<b>9,612</b>	<b>(606)</b>

2020-2021 Enrollment by School Data Excluding Charters					PD	Change
School	6-Oct-2020	29-Oct-2020	12-Nov-2020		Chg	10/6 to Current
Alder	429	431	431		-	2
Davis	397	421	423		2	26
Fairview	287	293	290		(3)	3
Glenfair	380	419	419		-	39
Hartley	405	412	411		(1)	6
M Scott	401	402	405		3	4
Salish Ponds	340	376	376		-	36
Sweetbriar	301	301	302		1	1
Troutdale	381	379	379		-	(2)
Wilkes	431	430	432		2	1
Woodland	378	376	373		(3)	(5)
Lee MS	805	797	794		(3)	(11)
RMS	1002	961	963		2	(39)
WMMS	592	579	578		(1)	(14)
RHS	2,573	2,765	2,749		(16)	176
RLA	153	217	219		2	66
Cornerstone/Tutoring	110	129	130		1	20
<b>Total</b>	<b>9,365</b>	<b>9,688</b>	<b>9,674</b>		<b>(14)</b>	<b>309</b>

Unit Change in Data 2021-2022 as Compared to 2020-2021 Excluding Charters			
School	10/6/2021 vs 10/6/2020	10/20/2021 vs 10/29/2020	11/12/2020 vs 11/14/2019
Alder	(48.00)	(43.00)	(45.00)
Davis	(1.00)	(25.00)	(26.00)
Fairview	15.00	13.00	15.00
Glenfair	10.00	(20.00)	(21.00)
Hartley	(70.00)	(77.00)	(78.00)
M Scott	(44.00)	(44.00)	(46.00)
Salish Ponds	8.00	(23.00)	(24.00)
Sweetbriar	(35.00)	(33.00)	(36.00)
Troutdale	(51.00)	(52.00)	(50.00)
Wilkes	2.00	1.00	2.00
Woodland	(6.00)	(3.00)	5.00
Lee MS	(85.00)	(121.00)	(87.00)
RMS	(74.00)	(37.00)	(39.00)
WMMS	(23.00)	(9.00)	(6.00)
RHS	31.00	(180.00)	(194.00)
RLA	32.00	(18.00)	(10.00)
Cornerstone/Tutoring/Outside Plc	13.00	(21.00)	(28.00)
<b>Total</b>	<b>(326)</b>	<b>(692)</b>	<b>(668)</b>

**ACTUAL ATTENDANCE COUNT REPORT 2021-2022**

Elementary Enrollment By Classroom															COMPARISON TO PROJECTIONS		COMPARISON TO 2020-2021			
November 9, 2021															2021-22 Projected		@ June 2021			
															Projected	Diff	2020-2021	YOY Chg		
School	SPED SC	Kindgtn	x	1st Grade	x	2nd Grade	x	3rd Grade	x	4th Grade	x	5th Grade	Total	Added FTE	Grade					
<b>Alder</b>		20		25		23		23		24		26								
<i>Bilingual Classrooms</i>		13		22		23		24		20		21								
		13		22		19		25		21		18								
<b>Montessori Kinder</b>		4																		
<b>Total</b>	<b>0</b>	<b>50</b>		<b>69</b>		<b>65</b>		<b>72</b>		<b>65</b>		<b>65</b>	<b>386</b>	<b>-</b>			<b>402</b>	<b>-16</b>	<b>437</b>	<b>-3</b>
<b># of Classes</b>		<b>3</b>		<b>3</b>		<b>3</b>		<b>3</b>		<b>3</b>		<b>3</b>								
<b>Average Class Size</b>		<b>15.33</b>		<b>23.00</b>		<b>21.67</b>		<b>24.00</b>		<b>21.67</b>		<b>21.67</b>								
<b>Davis</b>		15		22		23		18		17		19								
		9		14		18		14		17		21								
		10		14		19		15		16		22								
		15		15		14		19		19										
<b>Total</b>	<b>19</b>	<b>58</b>		<b>68</b>		<b>60</b>		<b>61</b>		<b>69</b>		<b>62</b>	<b>397</b>	<b>-</b>			<b>414</b>	<b>-17</b>	<b>428</b>	<b>1</b>
<b># of Classes</b>	<b>2</b>	<b>4</b>		<b>3</b>		<b>3</b>		<b>4</b>		<b>4</b>		<b>3</b>								
<b>Average Class Size</b>		<b>14.50</b>		<b>22.67</b>		<b>20.00</b>		<b>15.25</b>		<b>17.25</b>		<b>20.67</b>								
<b>Fairview</b>		15		13		16		25		24		20								
		7		16		17		22		23		22								
		7		14		13						21								
<b>Total</b>	<b>14</b>	<b>45</b>		<b>40</b>		<b>49</b>		<b>47</b>		<b>47</b>		<b>63</b>	<b>305</b>	<b>-</b>			<b>284</b>	<b>21</b>	<b>290</b>	<b>-31</b>
<b># of Classes</b>	<b>2</b>	<b>3</b>		<b>3</b>		<b>3</b>		<b>2</b>		<b>2</b>		<b>3</b>								
<b>Average Class Size</b>		<b>15.00</b>		<b>13.33</b>		<b>16.33</b>		<b>23.50</b>		<b>23.50</b>		<b>21.00</b>								
<b>Glenfair</b>		22		17		16		18		22		21								
		22		15		17		15		22		20								
		22		16		18		20		22		18								
		21		16		16		18												
<b>Total</b>	<b>0</b>	<b>87</b>		<b>48</b>		<b>67</b>		<b>71</b>		<b>66</b>		<b>59</b>	<b>398</b>	<b>-</b>			<b>418</b>	<b>-20</b>	<b>423</b>	<b>-29</b>
<b># of Classes</b>		<b>4</b>		<b>3</b>		<b>4</b>		<b>4</b>		<b>3</b>		<b>3</b>								
<b>Average Class Size</b>		<b>21.75</b>		<b>16.00</b>		<b>16.75</b>		<b>17.75</b>		<b>22.00</b>		<b>19.67</b>								

**ACTUAL ATTENDANCE COUNT REPORT 2021-2022**

Elementary Enrollment By Classroom															COMPARISON TO PROJECTIONS		COMPARISON TO 2020-2021						
November 9, 2021															2021-22 Projected		@ June 2021						
School	SPED SC	Kindgtn	x	1st	x	2nd	x	3rd	x	4th	x	5th	Total	Added FTE		Projected	Diff	2020-2021	YOY Chg				
				Grade		Grade		Grade		Grade		FTE		Grade									
<b>Hartley</b>	SPED SC	17		18		13		16		21		17				Hartley							
		17		17		15		20		20		16											
		17		15		15		20		21		20											
		6	x	12																			
<b>Total</b>	<b>0</b>	<b>57</b>		<b>62</b>		<b>43</b>		<b>56</b>		<b>62</b>		<b>53</b>	<b>333</b>	<b>-</b>	<b></b>	<b>396</b>	<b>-63</b>	<b>414</b>	<b>-28</b>				
<b># of Classes</b>		<b>3.5</b>		<b>3.5</b>		<b>3</b>		<b>3</b>		<b>3</b>		<b>3</b>											
<b>Average Class Size</b>		<b>16.29</b>		<b>17.71</b>		<b>14.33</b>		<b>18.67</b>		<b>20.67</b>		<b>17.67</b>											
<b>M Scott</b>	SPED SC	20		20		19		17		19		22				M Scott							
		21		15		16		19		19		21											
		22		19		17		18		18		22											
				15																			
<b>Total</b>	<b>0</b>	<b>63</b>		<b>54</b>		<b>67</b>		<b>54</b>		<b>56</b>		<b>65</b>	<b>359</b>	<b>-</b>	<b></b>	<b>396</b>	<b>-37</b>	<b>409</b>	<b>10</b>				
<b># of Classes</b>		<b>3</b>		<b>3</b>		<b>4</b>		<b>3</b>		<b>3</b>		<b>3</b>											
<b>Average Class Size</b>		<b>21.00</b>		<b>18.00</b>		<b>16.75</b>		<b>18.00</b>		<b>18.67</b>		<b>21.67</b>											
<b>Salish Ponds</b>	SPED SC	19		17		15		18		23		23				Salish Ponds							
		18		18		13		16		22		19											
		20		18		17		17		23		20											
				16																			
<b>Total</b>	<b>0</b>	<b>57</b>		<b>53</b>		<b>61</b>		<b>51</b>		<b>68</b>		<b>62</b>	<b>352</b>	<b>-</b>	<b></b>	<b>360</b>	<b>-8</b>	<b>378</b>	<b>-46</b>				
<b># of Classes</b>		<b>3</b>		<b>3</b>		<b>4</b>		<b>3</b>		<b>3</b>		<b>3</b>											
<b>Average Class Size</b>		<b>19.00</b>		<b>17.67</b>		<b>15.25</b>		<b>17.00</b>		<b>22.67</b>		<b>20.67</b>											
<b>Sweetbriar</b>	SPED SC	21		19		20		19		23		23				Sweetbriar							
		20		17		20		18		23		26											
				7	x	10																	
<b>Total</b>	<b>0</b>	<b>41</b>		<b>36</b>		<b>47</b>		<b>47</b>		<b>46</b>		<b>49</b>	<b>266</b>	<b>-</b>	<b></b>	<b>272</b>	<b>-6</b>	<b>303</b>	<b>-42</b>				
<b># of Classes</b>		<b>2</b>		<b>2</b>		<b>2.5</b>		<b>2.5</b>		<b>2</b>		<b>2</b>											
<b>Average Class Size</b>		<b>20.50</b>		<b>18.00</b>		<b>18.80</b>		<b>18.80</b>		<b>23.00</b>		<b>24.50</b>											

**ACTUAL ATTENDANCE COUNT REPORT 2021-2022**

Elementary Enrollment By Classroom															COMPARISON TO PROJECTIONS		COMPARISON TO 2020-2021		
November 9, 2021															2021-22 Projected		@ June 2021		
School	SPED SC	Kindgtn	x	1st	x	2nd	x	3rd	x	4th	x	5th	Total	Added FTE		Projected	Diff	2020-2021	YOY Chg
				Grade		FTE	Grade												
<b>Troutdale</b>	SPED SC	18		21		16		23		21		20							
		18		21		17		22		19		20							
		18		19		17				19		20							
<b>Total</b>	<b>0</b>	<b>54</b>		<b>61</b>		<b>50</b>		<b>45</b>		<b>59</b>		<b>60</b>	<b>329</b>	<b>-</b>		<b>352</b>	<b>-23</b>	<b>378</b>	<b>-53</b>
<b># of Classes</b>		<b>3</b>		<b>3</b>		<b>3</b>		<b>2</b>		<b>3</b>		<b>3</b>							
<b>Average Class Size</b>		<b>18.00</b>		<b>20.33</b>		<b>16.67</b>		<b>22.50</b>		<b>19.67</b>		<b>20.00</b>							
<b>Wilkes</b>	SPED SC	19		18		25		22		21		21							
	10	19		17		24		23		22		22							
	8	19		17		24		22		8	x	10							
	1	10	x	10						22		20							
<b>Total</b>	<b>19</b>	<b>67</b>		<b>62</b>		<b>73</b>		<b>67</b>		<b>73</b>		<b>73</b>	<b>434</b>	<b>-</b>		<b>419</b>	<b>15</b>	<b>432</b>	<b>-63</b>
<b># of Classes</b>	<b>3</b>	<b>3.5</b>		<b>3.5</b>		<b>3</b>		<b>3</b>		<b>3.5</b>		<b>3.5</b>							
<b>Average Class Size</b>		<b>19.14</b>		<b>17.71</b>		<b>24.33</b>		<b>22.33</b>		<b>20.86</b>		<b>20.86</b>							
<b>Woodland</b>	SPED SC	21		16		23		20		29		22							
	6	20		15		21		18		29		22							
	10	20		16		22		21				20							
	7																		
<b>Total</b>	<b>23</b>	<b>61</b>		<b>47</b>		<b>66</b>		<b>59</b>		<b>58</b>		<b>64</b>	<b>378</b>	<b>-</b>		<b>359</b>	<b>19</b>	<b>371</b>	<b>-74</b>
<b># of Classes</b>	<b>3</b>	<b>3</b>		<b>3</b>		<b>3</b>		<b>3</b>		<b>2</b>		<b>3</b>							
<b>Average Class Size</b>		<b>20.33</b>		<b>15.67</b>		<b>22.00</b>		<b>19.67</b>		<b>29.00</b>		<b>21.33</b>							
<b>SPED Outside Placements/Tutoring</b>		<b>1</b>		<b>0</b>		<b>1</b>		<b>2</b>		<b>6</b>		<b>9</b>	<b>19</b>			<b>27</b>	<b>-8</b>	<b>27</b>	<b>-13</b>
<b>Grade Totals</b>	<b>75</b>	<b>641</b>		<b>600</b>		<b>649</b>		<b>632</b>		<b>675</b>		<b>684</b>	<b>3,956</b>	<b>-</b>		<b>4,099</b>	<b>-143</b>	<b>4,290</b>	<b>-371</b>
<b>Total # of Classes</b>		<b>35</b>		<b>33</b>		<b>35.5</b>		<b>32.5</b>		<b>31.5</b>		<b>32.5</b>							
<b>Total Average Class Size</b>		<b>18.31</b>		<b>18.18</b>		<b>18.28</b>		<b>19.45</b>		<b>21.43</b>		<b>21.05</b>							

**ACTUAL ATTENDANCE COUNT REPORT 2021-2022**

Elementary Enrollment By Classroom														COMPARISON TO PROJECTIONS		COMPARISON TO 2020-2021		
November 9, 2021														2021-22 Projected		@ June 2021		
														Projected	Diff	2020-2021	YOY Chg	
School	SPED SC	Kindgtn	x	1st Grade	x	2nd Grade	x	3rd Grade	x	4th Grade	x	5th Grade	Total	FTE	Grade			

**ACTUAL ATTENDANCE COUNT REPORT 2021-2022**

Secondary Enrollment By Grade Level														COMPARISON TO PROJECTIONS		COMPARISON TO 2020-2021	
November 9, 2021														2021-22 Projected		@ June 2021	
														Projected	Diff	2020-2021	YOY Chg

School	SPED SC	6th Grade	7th Grade	x	8th Grade	x	9th Grade	x	10th grade	x	11th Grade	x	12th Grade	Total	Added FTE	Projected	Diff	2020-2021	YOY Chg
SPED Outside Placements/Tutoring		9	10		8		7		8		2		10	54		56	-2	51	-79
HB Lee MS	10	221	228		248									707		826	-119	794	4
Reynolds MS	21	294	295		314									924		977	-53	956	5
Walt Morey MS	6	201	170		195									572		604	-32	577	-19
RHS + Middle College							699		695		623		538	2555		2801	-246	2667	256
RLA							0		18		35		156	209		216	-7	241	30
Cornerstone - SPED													23	23		30	-7	30	1
Cornerstone 1- SPED													6	6		11	-5	6	-4
<b>Total</b>	<b>37</b>	<b>725</b>	<b>703</b>		<b>765</b>		<b>706</b>		<b>721</b>		<b>660</b>		<b>733</b>	<b>5,050</b>	<b>-</b>	<b>5521</b>	<b>-471</b>	<b>5322</b>	<b>194</b>

Total Reynolds: 9,006 - 9620 -614 9,612 -177

Comprehensive School Targeted School New Classroom Pending

Charter School Data														Added FTE					
	Kindgtn	1st Grade	x	2nd Grade	x	3rd Grade	x	4th Grade	x	5th Grade	x	6th-8th Grade	Total	FTE	Grade	Projected	Diff	2020-2021	YOY Chg
Arthur Academy	25	27		25		28		25		22			152			167	-15	166	-13
Rockwood Preparatory Academy	65	60		46		53		50		45			319			295	24	292	-1
MLA	47	46		47		45		47		47		258	537			570	-33	568	12
													1,008	-		1032	-24	1026	-2
													10,014	-		10,190	-176	10,638	-179

SPED SC: Special Education Department Self-Contained Classroom where students spend 100% of their day.

# Enrollment Outcomes

## Withdrawn June 2021 - September 2021

Elementary Students		Secondary Students	
<b>Transferred</b>	<b>530</b>	<b>Transferred</b>	<b>259</b>
Transferred to a non-public Oregon school	18	Transferred to a non-public Oregon school	14
Transferred to a school in another state or country	48	Transferred to a school in another state or country	122 <sup>58</sup>
Transferred to another Oregon district	464	Transferred to another Oregon district	121
<b>Unknown</b>	<b>244</b>	<b>Unknown</b>	<b>2</b>
Did not re-enroll as expected	244	Did not re-enroll as expected	<b>535</b>

# Enrollment Outcomes Withdrawn 2021-2022 SY

Elementary Students		Secondary Students	
<b>Transferred</b>	<b>221</b>	<b>Transferred</b>	<b>44</b>
Transferred to a non-public Oregon school	16	Transferred to a non-public Oregon school	3
Transferred to a school in another state or country	54	Transferred to a school in another state or country	1
Transferred to another Oregon district	151	Transferred to another Oregon district	35
		<b>Unknown</b>	<b>3</b>
		Not enrolled – status unknown	<b>3</b>

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# Virtual Charter School & Homeschool

## Virtual Charter Enrollment

### 2020 - 2021 SY

- Families submitted 234 letters expressing Intent to Enroll at Virtual Charter Schools.
- Capped at 3% approval

### 2021 – 2022 SY

- Families have submitted 277 letters expressing Intent to Enroll at Virtual Charter Schools.
- All Approved

## Current Virtual Charter Enrollment

- 74 elementary students
- 14 secondary students are attending virtual charter schools.

## MESD Homeschool Enrollment

- 27 elementary students
- 12 secondary students

60



*As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.*

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

**Subject: Consent Agenda**

Policy: [Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF](#)

Date: December 15, 2021

<b>Action</b>	<input checked="" type="checkbox"/>
<b>Report</b>	<input type="checkbox"/>

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**Connection to School Board Core Beliefs and Commitments**

Safety       Equity       Instructional Practice       Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

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**Summary:**

- a. Approval of Personnel Order
- b. Approval of Prior Meeting Minutes
- c. Policy Updates
- d. Contract Renewal with Trillium Family Services

**Staff Recommendation:**

Staff recommends the Board approve all Consent Agenda items as presented.

**Motion:**

- A. Motion Made by Board Member:
  - a. I move that the Board approve all Consent Agenda items as presented.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

**Reynolds School District  
Board of Education Work Session**

December 8, 2021

7:00 PM

Virtual Meeting

Attendance Taken at 1:56 PM. Spencer Chao: Present, Yesenia Delgado: Present, Ana Gonzalez Muñoz: Present, Aaron Muñoz: Present, Michael Reyes: Present, Ricki Ruiz: Present, Cayle Tern: Present.

**I. 6:00p - Executive Session**

The Reynolds School Board and the Superintendent will recess into Executive Session at 6:00p, under ORS 192.660(2)(b) Personnel, ORS 192.660(2)(d) Negotiations, ORS 192.660(2)(e) Real Estate, and ORS 192.660(2)(h) Legal Counsel. Executive Session is closed to the public.

**II. 7:00p - Call to Order**

- Chair Ana Gonzalez Muñoz called the December 8, 2021 Work Session to order at 7:01p.

**A. Land Acknowledgement**

- Director Michael Reyes read the Land Acknowledgement into the record.

**III. 7:05p - Public to be Heard**

**IV. 7:25p - 2022-2023 Budget Priorities**

- The nine main themes presented in the Budget Input sessions were:
  - Arts, Music, Sports
  - Class Size
  - Curriculum
  - Literacy
  - Mental Health Supports
  - Parent Engagement
  - Safety
  - Salaries and Wages
  - Staff Diversity/Cultural Training
- Each Board member chose their top 5 priorities, out of the 9 themes.
- Aaron Muñoz:
  - Mental Health Support
  - Literacy
  - Arts, Music, Sports
  - Staff Diversity/Cultural Training
  - Parent Engagement
- Ana Gonzalez Muñoz:
  - Parent Engagement

- Curriculum
- Mental Health Supports
- Arts, Music, Sports
- Staff Diversity/Cultural Training
- Safety
- Cayle Tern:
  - Staff Diversity/Cultural Training
  - Parent Engagement
  - Arts, Music, Sports
  - Safety
  - Class Size
- Michael Reyes:
  - Arts, Music, SPorts
  - Salaries and Wages
  - Parent Engagement
  - Class Size
  - Mental Health Supports
- Ricki Ruiz:
  - Class Size
  - Salaries and Wages
  - Curriculum
  - Mental Health Supports
  - Staff Diversity/Cultural Training
- Spencer Chao:
  - Curriculum
  - Parent Engagement
  - Safety
  - Arts, Music, Sports
  - Literacy
- Yesenia Delgado:
  - Mental Health Supports
  - Class Size
  - Arts, Music, Sports
  - Staff Diversity/Cultural Training
  - Salaries and Wages

After all of the Board members voted, the priorities were:

1. **Arts, Music, Sports**
2. **Mental Health Supports**
3. **Staff Diversity/Cultural Training**
4. **Class Size**
5. **Parent Engagement**

6. **Curriculum**
7. **Safety**
8. **Salaries and Wages**
9. **Literacy**

The Board will vote to adopt the Budget Priorities at the January Business Meeting.

**V. 8:30p - Adjourn**

- Chair Ana Gonzalez Muñoz adjourned the December 8, 2021 Work Session at 8:02p.



*As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.*

**Reynolds School District  
Board of Education Business Meeting**

November 17, 2021

7:00 PM

Virtual Meeting

Attendance Taken at 7:06 PM. Spencer Chao: Present, Yesenia Delgado: Present, Ana Gonzalez Muñoz: Present, Aaron Muñoz: Present, Michael Reyes: Present, Ricki Ruiz: Absent, Cayle Tern: Present.

**I. 6:00p - Executive Session**

The Reynolds School Board and the Superintendent will recess into Executive Session at 6:00p, under ORS 192.660(2)(b) Personnel, ORS 192.660(2)(d) Negotiations, and ORS 192.660(2)(h) Legal Counsel. Executive Session is closed to the public.

**II. 7:00p - Call to Order**

- Chair Ana Gonzalez Muñoz called the November 17, 2021 meeting to order at 7:01p.

**A. Pledge of Allegiance**

**B. Land Acknowledgement**

- Chair Ana Gonzalez Muñoz read the land acknowledgement into the record.

**C. Consider Approval of the November 17, 2021 Agenda**

I move to approve the November 17, 2021 agenda as presented. This motion, made by Aaron Muñoz and seconded by Spencer Chao, Passed.

Yea: 6, Nay: 0

**III. 7:10p - Board Recognition**

**A. Student Recognition**

**B. Volunteer/Community Partner Recognition**

**C. Staff Recognition**

**IV. 7:20p - Public to be Heard**

Members of the public will address the Board with comments and the Board will listen only. Public Comment will be limited to 7 speakers with 3 minutes each.

**V. 7:40p - Bargaining Group Updates**

**VI. 7:55p - Presentation to the Board**

**A. School and Department Improvement Plans**

**i. Rotation 1**

**ii. Rotation 2**

**iii. Rotation 3**

**B. Student Investment Account Annual Report**

- Can this information be shared with families?

- Is there a plan to continue funding staffing or other projects that are adding if less money is given?
- If we are going to be fully funded, should we start looking at hiring staff now instead of waiting?

**C. Policy Updates - First Reading**

**VII. 9:30p - Board Reports**

- Could we look at having purchases above \$150k still reported to the Board as an FYI?

**A. Board Announcements**

**i. Individual Board Members - Announcements and Reports**

**ii. Upcoming Board Meetings**

**VIII. 9:35p - Superintendent's Reports**

**A. Announcements/Reports**

**B. Student and Staff Wellness**

- Do you think SROs will help or harm the situation?
- Does the data reflect all individual students or are there repeat offenders shown?
- How does going back into distance learning help when the behaviors are potentially caused by being in distance learning?
- Are there any intentions or strategies that are planned during the two weeks of distance learning?

**C. Fiscal Responsibility**

**i. Financial Report**

**ii. Enrollment Report**

**IX. 9:50p - Consent Agenda**

I move that the Board approve all Consent Agenda items as presented. This motion, made by Yesenia Delgado and seconded by Aaron Muñoz, Passed.

Yea: 6, Nay: 0

**A. Approval of Personnel Order**

**B. Approval of Prior Meeting Minutes**

**C. Field Trip**

**i. Overnight Trip for RHS Wrestling Team**

**X. 9:55p - Action Items**

**A. Construction Excise Tax**

- This tax is on new construction only.

I move that the Board approve Resolution 2021-2022-009 Construction Excise Tax Limit Increase. This motion, made by Spencer Chao and seconded by Cayle Tern, Passed.

Yea: 6, Nay: 0

**B. HOLLA Proposal**

- Concerns over financial viability - will HOLLA have funds to cover staff, etc.
- HOLLA would get an allocation of our ADMw for their students
- What would be the financial impact on our budget?

- Will they continue to have the mentor program?

I move that the Board approve the HOLLA Charter School proposal and authorize the district to enter into contract negotiations. This motion, made by Aaron Muñoz and seconded by Spencer Chao, Passed.

Yea: 6, Nay: 0

**C. Metro East Web Academy MOU**

- Will this set a precedence for more students who will stop compiling?

I move that the Board approve the MOU between Reynolds School District and Metro East Web Academy. This motion, made by Aaron Muñoz and seconded by Michael Reyes, Passed.

Yea: 4, Nay: 2

**XI. 10:05p - Board Discussion**

**XII. 10:10p - Adjourn**

- Chair Ana Gonzalex Muñoz adjourned the November 17, 2021 Business Meeting at 11:02p.

To: Board of Directors

From: Dr. Christopher Ortiz, Assistant Superintendent of Student & Family Services and District Operations

Prepared by: Jelena Doney, Executive Assistant to the Assistant Superintendent of District Operations  
Hank Bauer, Administrative Analyst to the Assistant Superintendent of Student & Family Services

**Subject: Policy Updates – Second Reading**

Policy: [Adoption and Revision of Policies – BFC](#)

Date: December 15, 2021

<b>Action</b>	<input checked="" type="checkbox"/>
<b>Report</b>	<input type="checkbox"/>

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**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 1: Marginalized Students**

In order to give voice to our marginalized populations, we will remove barriers, hold high academic expectations, and elicit and honor all voices.

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**Summary:**

Maintaining effective, clearly-written policy is a responsibility of the Board. This is a second reading of policies that need to be updated. The Board may adopt policies at the second reading; or if further revisions are required, the Board can adopt after a third reading.

**Previous Board Action:**

All policies being reviewed were originally approved by the Board.

**Background:**

Not Applicable

**Financial Implications:**

Not Applicable

**Alternatives:**

The alternative is to retain the current Board policies.

**Staff Recommendation:**

Staff recommends adoption of the updated policies.

**Motion:**

- A. Motion Made by Board Member:
  - a. I move that the Board approve the updated policies as presented.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



Code: **DJ**  
Adopted: 1/04/07  
Revised/Readopted: 7/15/10; 7/13/16  
Orig. Code(s): DJ

## **District Purchasing**

The function of district purchasing is to serve the educational program by providing the necessary supplies, equipment and services. Items commonly used in the various schools and their subdivisions will be standardized whenever consistent with educational goals and in the interest of efficiency or economy.

The Chief Financial Officer is appointed by the Board to serve as purchasing agent. He/She will be responsible for developing and administering the district's purchasing program.

No obligation may be incurred by any officer or employee of the Board unless that expenditure has been authorized in the budget or by Board action and/or Board policy. In all cases calling for the expenditure of district money, except payrolls, a requisition and purchase order system must be used.

No purchase, with the exception of authorized purchasing cards or reimbursements, will be authorized unless covered by an approved purchase order or contract. No bills will be approved for payment unless purchases were made on approved orders<sup>1</sup>.

Maintenance department and transportation personnel will occasionally require materials to complete a project or perform emergency repairs and will be unable to complete a purchase order without considerable delay. To avoid such costly procedure and to better control the expenditures of district funds, an Emergency Purchase Order may be completed and subsequently submitted to Purchasing when signed by authorized personnel.

A purchase order must be issued to authorize repairs for equipment.

The Superintendent or designee and Chief Financial Officer are authorized to enter into and approve payment on contracts obligating district funds not to exceed \$500,000 for products, materials, supplies, capital outlay and services that are within current budget appropriations. The Board shall approve all contracts that are collective bargaining agreements or service contracts that include the provision of labor performed by district employees, such as custodial, food service and transportation services.

The Chief Financial Officer will review bills due and payable for the purchase of supplies and services to determine if they are within budget amounts. After appropriate administrative review, the Chief Financial Officer will direct payment of the bills against the district. The Superintendent or designee and Chief Financial Officer are responsible for the accuracy of all bills and vouchers.

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<sup>1</sup>The receiver is responsible for ensuring that the vendor has fulfilled the purchase order contract.

No board member, officer, employee or agent of this district shall use or attempt to use his/her official position to obtain financial gain or for avoidance of financial detriment for himself/herself, a relative or for any business with which the board member or a relative is associated. Acceptance of any gratuities, financial or otherwise, from any supplier of materials or services to the district by any board member, officer or employee of the district is prohibited.

END OF POLICY

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**Legal Reference(s):**

[ORS 244.040](#)

[ORS Chapters 279, 279A, 279B, 279C](#)

[ORS 294.311](#)

[ORS 328.441 - 328.470](#)

[ORS 332.075](#)

[OAR 125-055-0040](#)

**Cross Reference(s):**

BBA - Board Powers and Duties

BBFA - Board Member Ethics and Conflicts of Interest

DJC - Bidding Requirements

DJFA - Credit Cards DJG – Vendor Relations

FEF/FEFB - Construction Contracts - Bidding and Awards



Code: **DJCA**  
Adopted: 1/04/07  
Revised/Readopted: 7/15/10  
Orig. Code(s): DJCA

## Personal Services Contracts

The district may enter into personal services contracts with qualified professionals as provided by ORS 279A.055. Personal services contracts, as used in this policy, means contracts for specialized skills, knowledge and resources in the application of highly technical or scientific expertise or the exercise of professional, artistic or management discretion or judgment. The district may enter into a personal services contract only when the individual meets independent contractor status in accordance with state, Public Employees Retirement System (PERS) and Internal Revenue Service (IRS) requirements.

Selection of a personal services contractor will be based primarily on qualifications and performance history, expertise, knowledge and creativity and the ability to exercise sound professional judgment.

All personal services contracts shall be based on demonstrated qualifications and competence to perform the required services, encourage competition, discourage favoritism and obtain services at a fair and reasonable price.

Contracts for personal services in excess of \$500,000 shall require prior board approval.

The superintendent will develop administrative regulations as necessary to implement this policy.

END OF POLICY

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### Legal Reference(s):

[ORS Chapters 279](#), 279A, 279B and  
279C  
[279B](#)

[ORS 332.107](#)  
[ORS 670.600](#)

[OAR 459-010-0030](#)

INTERNAL REVENUE SERVICE, PUBLICATION 1779: INDEPENDENT CONTRACTOR OR EMPLOYEE.

### Cross Reference(s):

DJC - Bidding Requirements

## **Admission of Nonresident Students**

The district may enroll nonresident students as follows:

1. **Interdistrict Transfer Agreement.** By written consent of the affected school boards or designee. The student becomes a “resident pupil” of the attending district thereby allowing the attending district to receive State School Fund moneys;
2. **Tuition Paying Student.** By admitting a 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 may, based on district criteria, deny regular school or alternative education program admission 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 March 1st, 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, gender identity, ethnicity, national origin, disability, health, whether a student has an individual 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 only ask for the student’s name, contact information, date of birth, grade level, and whether the student is currently expelled, 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.

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, but have 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

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**Legal Reference(s):**

[ORS 109.056](#)  
[ORS 327.006](#)  
[ORS 329.485](#)

[ORS 335.090](#)  
[ORS 339.115 to -339.133](#)  
[ORS 339.141](#)

[ORS 339.250](#)  
[ORS 343.221](#)  
[ORS 433.267](#)  
[ORS 174.100](#)

Letter Opinions, Office of the OR Attorney General (March 15, April 18, June 30 1988).  
OR. DEP'T OF EDUC., ODE EXECUTIVE MEMORANDA 23-1988-89, 42-1994-95.

**Cross Reference(s):**

JEC - Admissions



## **Interdistrict Transfer of Resident Students\*\***

### **Interdistrict Transfer**

The Board recognizes there may be circumstances that arise in which a resident student may benefit from attendance in another public school in the state. Consequently, a student who resides within district boundaries may be released to attend school in another district that agrees to accept the student. The agreement will be by written consent of the affected school boards or designees whereby the student becomes a “resident student” of the attending district, allowing the attending district to receive State School Fund moneys. Any additional fees or tuition costs are the responsibility of the parent.

When the resident district approves the release of a resident student to another school district, the student or their parent(s) will be solely responsible for transportation unless federal or state law requires transportation to be provided by the district. When a resident student, who is on an individualized education plan (IEP), is accepted to another district by an interdistrict transfer, the attending district becomes responsible for a free appropriate public education (FAPE).

Additionally, an interdistrict transfer of a resident student will be permitted, as appropriate, to meet the requirements to provide a safe public school choice in the Every Student Succeeds Act (ESSA).

The resident district may not impose any limitations on the length of time for which consent is given to the student requesting release to another district.

The resident district shall not require a student to receive consent more than one time when the student requests admission to the same receiving district, regardless of any time limitations imposed by the receiving district.

The district shall allow the student whose legal residence changes to a different district during the school year or summer between school years, to complete the school year in the district if the student chooses to do so.

### **Safe Public School Choice Transfer Requests**

An interdistrict transfer<sup>1</sup> may be permitted in the event a student has been a victim of a violent criminal offense occurring in or on the grounds of a school the student attends, or the student attends a school identified as persistently dangerous and all other district schools the student may transfer to are also identified as persistently dangerous or there is no other district school to which the student may transfer. The transfer must be to a safe school.

## Homeless Student

A homeless student residing in the district and the student's parent, or in the case of an unaccompanied student, the district's liaison for homeless students, may request that the student attend their school of origin<sup>2</sup>, located out-of-district. The request will be considered based on the best interest of the student. The student may continue in their school of origin for the duration of the student's homelessness.

Transportation will<sup>3</sup> be provided in accordance with law.

The superintendent is directed to establish procedures for the review of any student request to attend school in another district.

END OF POLICY

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### Legal Reference(s):

[ORS 109.056](#)

[ORS 327.006](#)

[ORS 329.485](#)

[ORS 332.107](#)

[ORS 335.090](#)

[ORS 339.115 to -339.133](#)

[ORS 339.141](#)

[ORS 339.250](#)

[ORS 343.221](#)

[ORS 433.267](#)

[OAR 581-021-0019](#)

[OAR 581-022-2220](#)

Illegal Immigration and Immigration Reform Act of 1996, 8 U.S.C. §§ 1101, 1221, 1252, 1324, 1363, 1367 (2017).

McKinney-Vento Homeless Assistance Act, Subtitle VII-B, reauthorized by Title IX-A of the Every Student Succeeds Act, 42 U.S.C. §§ 11431-11435 (2017).

Every Student Succeeds Act, 20 U.S.C. § 7912 (2017).

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<sup>1</sup>Districts are encouraged, but not required, to explore other appropriate options such as an agreement with a neighboring district to accept transfer students, if there is not another school in the district in which the student legally resides for the transferring student.

<sup>2</sup>“School of origin” means the school that a student attended when permanently housed or the school in which the student was last enrolled.

When the student has completed the final grade served by the school of origin, the term "school of origin" shall include the designated receiving school at the next grade level for all feeder schools.

<sup>3</sup>McKinney-Vento Homeless Assistance Act (see 44 U.S.C. 11432(g)(1)(J)(iii)).



*As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.*

To: Board of Directors

From: Dr. Christopher Ortiz, Assistant Superintendent of Student & Family Services and District Operations

Prepared by: Deb Miller, Interim Director of Special Education

**Subject: Contracts – Trillium Family Services**

Policy: [Guidance Program – IJ](#)

Date: December 15, 2021

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

**Connection to School Board Core Beliefs and Commitments**

- Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

**Summary:**

Trillium Family Services delivers mental health support/services on a daily basis for students attending Reynolds School District. Trillium provides students with curriculum based social skills and other mental supports in the school setting. Trillium also conducts intakes, small group assistance with the development and implementation of in-depth behavior support plans, and co-facilitation of treatment, as well as training for staff and parents.

**Previous Board Action:**

September 2020: the Board authorized a contract with Trillium Family Services for mental health and education support services at Reynolds Learning Academy through June 2021.

**Background:**

Trillium Family Services has historically provided mental health and education support services to the District for Reynolds Learning Academy (RLA). The most recent contract ended June 30, 2021. The new contract is for the provision of mental health services at Reynolds School District schools: Reynolds Learning Academy, Reynolds High School, Reynolds Middle School, and Fairview Elementary School.

**Financial Implications:**

The 2021-22 Budget includes allocation of funds for the Trillium Family Services serving the Reynolds School District.

**Alternatives:**

Currently, there are limited facilities that provide mental health and educational services for K-12 students who need the support.

**Staff Recommendation:**

Staff recommends that the Board authorize staff to enter into the contract with Trillium Family Services to provide mental health and education support services as proposed.

**Motion:**

- A. Motion Made by Board Member:
  - a. I move that the Board authorize staff to enter into a contract with Trillium Family Services to provide mental health and education support services through June 2022 and further authorize staff to expend up to \$748,994.00 for said services.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

**REYNOLDS SCHOOL DISTRICT #7  
PERSONAL/PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT**, entered into by and between the Reynolds School District #7 "RSD" and "Contractor", and in consideration of the following covenants, conditions, and considerations:

Contractor: \_\_\_\_\_

**WITNESSETH:**

**1. The contractor shall provide RSD with the following information:**

- a. Company Legal Name \_\_\_\_\_
- b. Contract Signer Name \_\_\_\_\_ Contract Signer Email \_\_\_\_\_
- c. Mailing Address \_\_\_\_\_
- d. Telephone Number \_\_\_\_\_
- e. Federal Tax ID No. \_\_\_\_\_ *\*Contractor must submit W-9 to RSD's Finance Department*
- f. Business Designation (check one)       Individual       Sole proprietorship       Partnership  
 Corporation       Community College       Other: \_\_\_\_\_

Payment information will be reported to the IRS under the name and taxpayer ID number provided above. RSD is required by the Internal Revenue Service to obtain this information in order to report income paid to the Contractor by the District. If the information is not provided, RSD will be required to withhold 31 % of all future payments made to the Contractor.

**1099 Withholding Exemption:**

If exempt from backup withholding (form 1099 reporting), check this box  and check your qualifying reason below:

- i. Corporation
  - ii. Tax Exempt Charity under 501(a), or IRS
  - iii. The United States or any of its agents or instrumentalities
  - iv. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions
  - v. A foreign government or any of its political subdivisions
  - vi. District will deduct taxes from pay, which will occur monthly
- f. Does Contractor now have, or have had within the prior year, contracts with other persons or entities to perform services similar to the services being performed hereunder?       Yes       No       N/A
- g. Does Contractor have current statutory Worker's Compensation Insurance coverage for all persons performing services under this contract?       Yes       No       N/A

**2. Statement of Work:** Contractor agrees to perform the following services for the District (please be specific as to nature and dates of performance and expected time involved). *\*Attach an exhibit/additional sheet if needed.*

**3. Contract Term:**

This Contract becomes effective on: \_\_\_\_\_

Unless terminated earlier as provided below, this Contract shall continue through: \_\_\_\_\_

**4. Contractor shall be compensated in the manner provided in either subsection (a) or (b) below, whichever is completed.**

a. The entire, agreed-upon compensation for the services to be performed under this contract is: \$ \_\_\_\_\_

*\*Use additional sheets if needed.*

b. If services are to be charged at a periodic rate: Rate charged: \$ \_\_\_\_\_ per (period) \_\_\_\_\_

What is the total estimated compensation? \$ \_\_\_\_\_

*Additional description of pay, if applicable:*

If it appears during the course of this contract that the actual compensation will exceed the estimated amount, the Contractor shall notify the RSD Finance Department in writing. No payment in excess of the total estimated compensation shall be paid unless the Contractor has notified the Finance Department of the increase in time required to complete the services and received approval from the Finance Department to perform services up to the newly approved contract time.

**Exhibits:** As a condition to receiving the compensation above, the Contractor shall provide, in addition to the services stated above, the following additional documents or reports relating to the service performed: *(Check all that apply)*

Exhibit A: Statement of Work       Exhibit B: Contractor's Proposal       Exhibit C: Insurance Requirements

Other (please describe): \_\_\_\_\_

If RSD is required by law to withhold any monies from Contractor (e.g., PERS), such withholding shall be deducted from the amount of compensation due to Contractor and the balance shall be paid to Contractor. Contractor must submit an invoice to Accounts Payable as an application for payment. The invoice shall itemize Contractor's charges and expenses.

5. If total compensation is in excess of \$150,000, as stated in Section 4a above, or the estimated charges based upon the rate charge and anticipated time involved as stated in Section 4b above exceed \$150,000, this contract shall not be binding upon RSD until approved by the RSD Board of Directors. If compensation is to be paid as stated in Section 4b, and it appears that the total payments under this Agreement shall exceed \$150,000, Contractor shall notify RSD. RSD shall present this Agreement to the RSD Board of Directors for approval of compensation in excess of \$150,000. No compensation shall be due or payable to Contractor in excess of \$150,000 (in the aggregate) unless the RSD Board of Directors approves this Agreement.

6. Unless Contractor is a sole proprietorship, prior to performing any labor for this Contract, Contractor shall file with RSD Assistant Superintendent of Student & Family Services and District Operations a certificate of insurance evidencing that the persons performing services under this Contract are covered by the Contractor's statutory worker's compensation insurance. Contractor shall maintain such coverage during the term of this Contract.

7. Contractor is being employed as an independent contractor to provide the services stated in Section 2 above. The compensation paid to Contractor shall be for all materials, supplies, and labor required, necessary, or convenient for Contractor to provide services to RSD. Contractor shall be responsible for, and shall indemnify and hold RSD harmless from, any governmental assessments resulting from Contractor's services or compensation, including but not limited to

income tax, Social Security, worker's compensation, or employment insurance. RSD shall not have the right to direct or control the manner of Contractor's performance. RSD expressly disclaims any acts by its employees who attempt to direct or control Contractor's manner of performance; Contractor shall notify RSD should any RSD employee make an attempt to exercise direction or control over Contractor.

8. Contractor covenants and warrants to RSD that Contractor is an independent business, has performed such services for others in the past or is now performing such services for others, and is skilled and duly qualified to provide the services required under this Agreement.
9. This provision is required by statute. In addition to applicable federal and state laws, ORS 279B.220 requires that Contractor shall:
  - a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
  - c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof on account of any labor or material furnished.
  - d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, RSD may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. RSD's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.

10. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.
11. Non-Appropriation; Adequate Funding: RSD is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into RSD's next fiscal year, RSD's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the RSD's budget adopted in June of each year. RSD reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board. In the event that the RSD is not adequately funded, or funds are cut back, the RSD reserves the right to cancel all, or part of this contract.
12. Contractor shall fully indemnify, defend, and hold RSD harmless from any claims, actions, demands, judgment, losses, or costs (including attorney fees) directly resulting or arising out of any negligent act or omission by Contractor. This also applies when only RSD is the sole defendant in the action or lawsuit.
13. Contractor warrants to RSD that it/he/she has general liability insurance coverage in excess of \$2,000,000 per occurrence, \$3,000,000 in the annual aggregate for General Liability and Property Damage, and that Contractor shall maintain such insurance during the term of this agreement or for such longer time as RSD may request at the time of execution hereof. If Contractor will have physical or virtual access to any RSD students, Contractor is also required to provide proof of insurance for Sexual Abuse and Molestation coverage at the same levels required above.

 *Initial if applicable.* Contractor warrants to RSD that it/he/she has professional malpractice insurance coverage for any errors or omissions by Contractor for the type of services being performed under this Agreement, with limits not less than \$1,000,000 per occurrence.

 *Initial if applicable.* Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport transport RSD personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.

Certificate of Insurance. Upon RSD request, Contractor shall furnish to RSD a current certificate of insurance for each of the above coverages within 48 hours of RSD request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that RSD, its agents, officers, volunteers, board members, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate. If requested by RSD, Contractor shall also provide complete copies of insurance policies to RSD for review.

14. Contractor acknowledges that RSD is a public entity, and that persons or entities contracting with public entities are subject to certain state or federal law, rules, or regulations. To the extent any state or federal law, rule, or regulation is applicable to this Agreement, it is hereby incorporated by reference as if stated herein. It shall be Contractor's responsibility to become acquainted with the applicable laws, rules, and regulations, and Contractor shall indemnify and defend RSD in the event Contractor fails to comply with any applicable state or federal law, rule, or regulation.
15. Contractor acknowledges that RSD is a public entity, and that persons or entities contracting with public entities are subject to certain state or federal law, rules, or regulations. To the extent any state or federal law, rule, or regulation is applicable to this Agreement, it is hereby incorporated by reference as if stated herein. It shall be Contractor's responsibility to become acquainted with the applicable laws, rules, and regulations, and Contractor shall indemnify and defend RSD in the event Contractor fails to comply with any applicable state or federal law, rule or regulation.
16. Successors in Interest. This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
17. No Third-Party Beneficiaries. RSD and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
18. Hours of Labor. This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
  - a. Maximum Hours: Employees shall be paid at least time and a half pay for all time worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
  - b. Exemption: The requirements of Section 15(a) do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
  - c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
19. Time Limitation on Claim for Overtime. This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has: (1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and (2) Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.
20. Hazardous Materials. Contractor shall notify RSD before using any products containing hazardous materials to which RSD employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon RSD request, Contractor must immediately provide Material Safety Data Sheets to RSD for all materials subject to this provision.
21. Errors. Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to RSD.

22. Access to Records; Contractor Financial Records. Contractor agrees that RSD and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise (“Records”) directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to clearly document Contractor’s performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
23. Ownership of Work Products. Contractor agrees that any and all goods or services provided by or developed for RSD are intended as “works made for hire” by Contractor for RSD. As a work made for hire, all work products (including intellectual property) created by the Contractor, as part of Contractor’s performance under this Contract shall be the exclusive property of the RSD. If any such work products contain Contractor’s intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants RSD a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. RSD claims no right to any pre-existing work product of Contractor provided to RSD by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for RSD use only.
24. Work Performed on RSD Property. Contractor shall comply with the following:
- a. Identification: When performing work on RSD property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the RSD in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any RSD personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to RSD, RSD may provide, at its sole discretion, RSD-produced identification tags to Contractor, with costs to be borne by Contractor.
  - b. Sign-in Required: As required by schools and other RSD locations, each that day Contractor’s employees are present on RSD property, those employees must sign into the location’s main office to receive an in-school identification/visitors tag. Contractor’s employees must display this tag on their person at all times while on RSD property.
  - c. No Smoking: All RSD properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on RSD property.
  - d. No Drugs: All RSD properties are drug-free zones as enforced by local law enforcement.
  - e. No Weapons or Firearms: Except as provided by statute and RSD policy, all RSD properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on RSD property.
25. Unsupervised Contact with Students. This provision is required by statute. “Unsupervised contact” with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct RSD supervision. As required by ORS 326.603, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on RSD property. Contractor will work with RSD to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify RSD before beginning any work that could result in such contact. Contractor authorizes RSD to obtain information about Contractor and its history and to conduct criminal background checks, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize RSD to conduct these background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background checks. RSD may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly. If Contractor has unsupervised contact with students, Contractor acknowledges District’s obligations related to reporting of child abuse and sexual conduct. If there are reports or allegations of sexual conduct or abuse involving one of Contractor’s employees, Contractor agrees to immediately remove that employee from providing services to the District. Contractor will follow District’s requests for removal of such employees following a report or allegation. Contractor will cooperate in any investigation being conducted by District, law enforcement, DHS, ODE and/or TSPC. Contractor has received information regarding abuse and sexual conduct and District will provide current information to Contractor on an annual basis.

26. Confidentiality; FERPA Redisdisclosure. Family Education Rights and Privacy Act (“FERPA”) prohibits the redisclosure of confidential student information. Except in very specific circumstances, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. Any redisclosure of confidential student information must be in compliance with the redisclosure laws of FERPA. Contractor is not to redisclose information without prior written notification to and written permission of RSD.
27. Security. Any disclosure or removal of any RSD matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to, attorney fees resulting from any action or suit brought against RSD because of Contractor’s willful or negligent release of information, documents, or property contained in or on RSD property. RSD hereby deems all information, documents, and property contained in or on RSD property privileged and confidential.
28. Employee Removal. At RSD’s request, Contractor shall immediately remove any Contractor employee from all RSD properties in cases where RSD in its sole discretion determines that removal of that employee is in RSD’s best interests.
29. Remedies. In case of Contractor breach of this Contract, RSD shall be entitled to any other available legal and equitable remedies. In case of RSD breach, Contractor’s remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
30. Controlling Law; Venue. The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.
31. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
32. Counterparts. The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
33. Entire Agreement. When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
34. Notices. All notices or demands of any kind required or desired to be given by RSD or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.
35. This contract may be terminated by either party with a 30-day written notice. The RSD can immediately terminate the Agreement if the Contractor and/or any of the Contractor’s employees or agents endanger the health or safety of RSD students or employees.
36. Standards. Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.
37. Performance. Should the Contractor fail to perform the scope of work or meet the performance standards of the RFP and/or contract, the Contracting Agency may (a) reduce or withhold payment under the contract, (b) require the Contractor to perform, at the Contractor’s expense, any additional work necessary to perform the scope of work to meet the performance standards established under the contract, and/or (c) to declare a default of the resulting Contract, to terminate the resulting Contract, and to seek damages and other relief available under the resulting Contract and/or applicable law.

**IN WITNESS WHEREOF**, the parties do execute this Agreement, and except as provided above, the undersigned warrant to the other that they are executing this agreement pursuant to authority.

**Reynolds School District #7**

**Contractor**

\_\_\_\_\_  
Signature of Superintendent or Authorized Signer

  
\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

**Review required for final authorization**

\_\_\_\_\_  
Signature of Program Director

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Site Manager

\_\_\_\_\_  
Date Signed

- Account code for applicable charges** \_\_\_\_\_  
*(Required for revenue, expense, and pass-through funds)*
- Board approval required if estimated charges exceed \$150,000      Board approval date: \_\_\_\_\_
- Background check completed (required if in direct contact with students)
- Certificate of insurance provided

**REYNOLDS SCHOOL DISTRICT #7**

**WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19**

This WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM (herein referred to as the "Addendum") amends the terms of the Agreement between Contractor and the Reynolds School District #7. All terms of the Agreement are incorporated herein by this reference.

The novel coronavirus ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies have provided orders, regulations, and guidance regarding COVID-19.

**COVID-19 Liability.** Contractor understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention ("CDC") guidelines and federal, state, and local orders regarding COVID-19. Contractor acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments. Contractor shall indemnify, defend, and hold harmless Reynolds School District #7 from and against any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of Contractor's failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19.

**COVID-19 Termination.** Reynolds School District #7 may terminate this Agreement immediately and without notice if it is found that Contractor has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments.

**Force Majeure.** Neither Reynolds School District #7 nor Contractor shall be responsible for delay, default, or termination of contract caused by any contingency beyond their control, including, but not limited to: war or insurrection (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including, but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; strikes or lockouts by the Parties' own employees; walkouts by the Parties' own employees; fires; natural calamities; riots; or requirements of governmental agencies.

**Reynolds School District #7**

**Contractor**

\_\_\_\_\_  
Signature of Superintendent or Authorized Signer

  
\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

## Statement of Work for Reynolds School District

This Contract is for the Provision of Mental Health Services at Reynolds School District schools:

- Reynolds Learning Academy
- Reynolds High School
- Reynolds Middle School
- Fairview Elementary School

This Agreement is effective for the 2021-22 school year.

### **Reynolds School District agrees to:**

1. Reynolds School District will compensate Trillium Family Services, Inc. \$748,994.00 for Mental Health Services provided at Reynolds School District for the 2021-22 school year. Reynolds School District will compensate Trillium Family Services, Inc. at the rate of \$90,396.00 for Qualified Mental Health Professionals and \$77,482.00 for Qualified Mental Health Associates at 1.0 FTE for a 10-Month period. Invoices need to be mailed or emailed to the following:

Mailing Address:

Reynolds School District – Administration Building

Attn: Accounts Payable

1204 NE 201<sup>st</sup> Avenue

Fairview, OR 97024

Email: [ap@rsd7.net](mailto:ap@rsd7.net)

2. Provide individual and group therapy space, office space, and basic utilities for the provision of services under the contract.
3. Complete background checks and fingerprinting on all Trillium Family Services, Inc. staff and invoice Trillium Family Services for said background checks and fingerprinting.
4. Indemnify, defend, and hold Trillium Family Services, Inc. harmless from any claim, action, demand, loss or cost arising out of or resulting from any act or omission of the Reynolds School District.

### **Trillium Family Services, Inc. agrees to:**

1. Provide the following staffing for the specific Reynolds School District Schools under this contract:
  - a. Four (4) Qualified Mental Health Professional (QMHP) at 1/0 FTE for 10 months.

- i. Provide Psycho-educational groups, family support, preventions, or group-based skills training.
    - ii. Provide clinical and administrative supervision of all Trillium Family Services, Inc. staff on site in collaboration with Reynolds School District Administrator.
    - iii. Provide case management, consultation, and care coordination to all Trillium Family Services, Inc. clients in the Reynolds School District schools in collaboration with Reynolds School District Staff.
    - iv. Perform clinical assessments.
    - v. Create and oversee implementation of individualized plans of care for all Trillium Family Services, Inc. clients of the Reynolds School District in collaboration with Reynolds School District staff.
    - vi. Provide therapeutic groups passed on identified needs of students.
    - vii. Ensure all Trillium mandated paperwork and care paperwork is shared with Reynolds School District staff in a timely manner.
    - viii. Ensure all Trillium incident paperwork and care plan paperwork is shared with Reynolds School District staff in a timely manner.
  - b. Five (5) Qualified Mental Health Associate (QMHA) at 1.0 FTE for 10 months.
    - i. Facilitate and support the implementation of individual plans of care and positive behavior support plans in collaboration with Reynolds School District staff.
    - ii. Provide individual and group skill development to all Trillium clients in the Reynolds School District.
    - iii. May provide academic support under the direction of the licensed teacher.
    - iv. May provide psycho-educational groups, family support, preventions, or group-based skills training under the direction of the master's level therapist.
    - v. Ensure all Trillium mandated paperwork and care paperwork is shared with Reynolds School District staff in a timely manner.
    - vi. Ensure all Trillium incident paperwork and care plan paperwork is shared with Reynolds School District staff in a timely manner.
- 2. Provide prevention services or classroom-based groups to students.
  - a. All students enrolled in the Reynolds School District will be eligible to receive curriculum based social skills and other mental health promotion groups in the school setting with Reynolds School District staff present.
  - b. Clients receiving only prevention services or classroom-based groups will not receive formal assessment and treatment planning.
- 3. When possible under Medicaid contracts, Trillium Family Services will provide additional staff beyond this contract to provide formal Outpatient Mental Health Services to Medicaid eligible students which are unable to be provided under this contract.
- 4. Have all Trillium staff working at Reynolds School District schools complete the following Reynolds School District Training annually:
  - a. Complete Safe Schools Training
  - b. Review of District Policy and Procedure
  - c. Review of Special Education Law
  - d. Review of School Law

5. Trillium will pay Reynolds School District for Completed Background checks and fingerprinting on all Trillium Family Services, Inc. employees at Reynolds School District schools.
6. Trillium Family Services, Inc. shall provide Reynolds School District with Evidence that it has Liability Insurance consistent with OAR 581-015-2270.
7. Trillium Family Services, Inc. shall be independent contractor solely responsible for the performance of tasks described in this contract and shall not be deemed for any purpose to be an agent or an operating arm of Reynolds School District.

Both Parties Agree:

1. To work cooperatively to fulfill the obligations of the contract.
2. To maintain confidentiality of student records for each student.

To: Board of Directors

From: Dr. Christopher Ortiz, Assistant Superintendent of Student & Family Services and District Operations

Prepared by: Jelena Doney, Executive Assistant to the Assistant Superintendent of Student & Family Services

**Subject: Memorandum of Understanding with Multnomah County Emergency Services**

Policy: [Community Use of District Facilities – KG](#)

Date: December 15, 2021

<b>Action</b>	<input checked="" type="checkbox"/>
<b>Report</b>	<input type="checkbox"/>

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**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

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**Summary:**

Multnomah County Emergency Services would like to partner with the District to provide emergency shelter for the community when and if there is a local emergency (due to inclement weather or any other emergency).

Please refer to the following attachment(s): Attachment A, Memorandum of Understanding

**Previous Board Action:**

Not Applicable

**Background:**

Multnomah County and Reynolds School District 's Division of Operations collaborated to provide shelter to the community in future emergency situations. Multnomah County has experienced numerous major air quality and inclement weather events in the past two years. The county has assessed multiple schools and identified Reynolds High School, Reynolds Middle School, and HB Lee Middle School as locations for future emergency shelters.

**Financial Implications:**

Multnomah County will be responsible for related costs.

**Alternatives:**

The District will not be able to respond to requests from Multnomah County Emergency Services for community shelters in emergency situations without an agreement in place.

**Staff Recommendation:**

Staff recommends approval of the Memorandum of Understanding for Multnomah County to utilize Reynolds High School, Reynolds Middle School, and HB Lee Middle School for community shelters in emergency situations.

**Motion:**

- A. Motion Made by Board Member:
  - a. I move that the Board approves the Memorandum of Understanding for Multnomah County to utilize District schools for community shelters in emergency situations.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

## Memorandum of Understanding Emergency Management Facility Arrangements

This Memorandum of Understanding (MOU) defines the relationship between Multnomah County (the County), its constituent departments and offices, and the Reynolds School District #7, during the conduct of shelter operations following a mass displacement event. The MOU provides guidance for cooperation between the County and the Reynolds School District #7 for supporting individuals and families seeking shelter as a consequence of an emergency, disaster or catastrophic event affecting Multnomah County.

During an emergency event, normal operations at the County and Reynolds School District #7 may be significantly interrupted, and a need to provide shelter to protect people's lives may be necessary. It is unlikely the local chapter of the American Red Cross (ARC) will be able to meet the need for mass sheltering. In such circumstances, the County may open County-run shelters at Reynolds School District #7.

While impossible to predict the exact location and impact of an emergency event, the County and Reynolds School District #7 agree to support mass sheltering to the best of their ability. The County recognizes the Reynolds School District #7 must care for its <groups>. The County will work with the Reynolds School District #7 to balance the needs of the <groups> with those of people needing emergency shelter services.

This MOU is made and entered into as of the date of signature between Multnomah County and Reynolds School District #7 to establish shelter site locations, terms of use and expectations. This MOU will continue in effect for a period of five years unless earlier rescinded in writing by either party.

To the best of their ability, Reynolds School District #7 agrees to permit the County to occupy the facility on a temporary basis to conduct emergency and/or disaster related activities.

The County will be responsible for providing staff to support mass sheltering activities at the facility.

The County will be responsible for providing emergency sheltering supplies, food, and water to shelter residents for the duration of the emergency.

The County will work with utilities and other county partners to prioritize the restoration of power, water, gas and transportation infrastructure to facilities at Reynolds School District #7.

The County may post signs identifying the facility as a County emergency shelter and will remove any postings upon vacating the facility.

The County will notify the Reynolds School District #7 of the date when the County will vacate the facility.

Reynolds School District #7 understands that some households may bring their family pets with them. Those pets must be kept on leash, in a kennel or carrier, or otherwise appropriately contained and under the control of the pet owners.

In the event that this arrangement is utilized as described herein, County agrees that it will, in good faith, negotiate a written agreement with Reynolds School District #7 in order to establish arrangements for the following:

Replacement or reimbursement of Reynolds School District #7 for any items, materials, equipment or supplies that may be used by the County in the conduct of its sheltering activities in said facilities.

Replacement, restoration or the repair of damage occasioned by the use of any building, facilities, or equipment belonging to Reynolds School District #7.

Reimbursement of Reynolds School District #7 for any bona fide expenditure of personnel required to maintain the facility, including overtime costs, upon production of receipts or time sheets.

Reasonable compensation for activities conducted under this arrangement.

Reasonable risk liabilities as appropriate to the County activities at the facility.

Nothing in this MOU is intended to conflict with current laws or regulations. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

This is a non-binding agreement and may be modified upon the mutual written consent of the parties.

The parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

\_\_\_\_\_  
Chris Voss, Director  
Multnomah County  
Office of Emergency Management

\_\_\_\_\_  
Authorized Signature, Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved by Legal November 5, 2021

To: Board of Directors

From: Dr. Christopher Ortiz, Assistant Superintendent of Student & Family Services and District Operations

Prepared by: Jelena Doney, Executive Assistant to the Assistant Superintendent of Student & Family Services

**Subject: Davis Elementary Installation of Portable Related to COVID-19**

Policy: [Temporary District Facilities – FJ](#)

Date: December 15, 2021

<b>Action</b>	<input checked="" type="checkbox"/>
<b>Report</b>	<input type="checkbox"/>

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**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

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**Summary:**

As a result of overcrowding at Davis Elementary, and in response to COVID safety protocols, the Division of Operations sought out, and was approved for, ESSER funding to install portable modular buildings. The two portables have four rooms which will be used for:

- ELD/Coaching Offices/Testing for ELPA/OSAS State Testing
- Music Room
- Resource Room
- Community Room (space for SUN staff, parent meeting/small group training, etc.)

By moving the above programs into the modulars, Davis elementary could use three classrooms in the main building, thus maintaining appropriate class sizes and providing sufficient instructional space.

Please refer to the following attachment(s): Attachment A, Davis Portable Project Budget

**Previous Board Action:**

Not Applicable

**Background:**

The decision to install portable units prior to the start of the 2021-22 school year was made in anticipation of the return of students amidst social distancing requirements and the addition of teaching positions through the District’s funding for equity formula. Project management firm, CBRE|HEERY Inc., was able to procure used portables from Evergreen School District.

**Financial Implications:**

The estimated cost of this project is \$248,000. This project is funded by ESSER.

**Alternatives:**

Support services and the delivery of music instruction will be impacted by not approving the expenditures.

**Staff Recommendation:**

Staff recommends that the Board approves the expenditures for the installation of two portable units at Davis Elementary in response to needs for increased space due to COVID-19.

**Motion:**

- A. Motion Made by Board Member:
  - a. I move that the Board approves the expenditures for the installation of two portable units at Davis Elementary.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



**Reynolds School District**

**Project - Reynolds SD Portable Classrooms/Offices for Davis ES**

**Initial Budget : Detailed below**

**Date: 12/2/2021**

	qty.	unit \$	total
Architectural Design/direction including site plans and permit process	1	\$ 12,000.00	\$ 12,000.00
CBRE   Heery PM Services	1	\$ 9,000.00	\$ 9,000.00
Civil engineer services for roof drain design (storm water treatment), requested by City of Gresham. <b>ESTIMATE</b>	1	\$ 4,000.00	\$ 4,000.00
Mobile classroom/offices ( <b>no cost</b> )	2	\$ -	\$ -
Land prep., excavation, laydown of fiber & rock (compact) 4,800sq.ft.	1	\$ 12,750.00	\$ 12,750.00
Relocation of Units (2) from Evergreen SD (Vancouver WA) to Davis elementary school (Portland OR), including reassembly, structural tie downs and skirting	1	\$ 70,000.00	\$ 70,000.00
Repairs to portable units due to vandalism/break-ins, damaged doors/frames, windows, ceiling tiles, re-isntall fencing. <b>ESTIMATE</b>	1	\$ 5,000.00	\$ 5,000.00
ADA ramp to serve both units (purchase)	1	\$ 20,000.00	\$ 20,000.00
Concrete landing pad, level for ADA ramp, 5ft. x 5ft.	1	\$ 680.00	\$ 680.00
Electrical power connections for (2) portables units, including permits, excavation/backfill, conduit runs, cabling, etc.	1	\$ 68,000.00	\$ 68,000.00
Fire alarm system connections from main building to portable units. <b>ESTIMATE</b>	1	\$ 15,000.00	\$ 15,000.00
Data, A/V and additional IT connections to portable units (access control - Sonitrol - separate from budget). <b>ESTIMATE</b>	1	\$ 15,000.00	\$ 15,000.00
Roof drain system for portable units, drywells and/or underground connections to school's drainage system. <b>ESTIMATE</b>	1	\$ 10,000.00	\$ 10,000.00
Permits costs (City of Gresham). <b>ESTIMATE</b>	1	\$ 2,000.00	\$ 2,000.00
<b>Contingency</b>	1	\$ 15,000.00	\$ 15,000.00

**TOTAL \$ 258,430.00**

To: Board of Directors

From: Christopher Ortiz, Assistant Superintendent of Operations Division

Prepared by: Rehana Nelson, Transportation Director

**Subject: Tyler Drive Suite of Software & Equipment to include Student Attendance Tracking, Field Trip Attendance Tracking and Parent App**

Policy: [Student Safety – JHF](#)

Date: December 15, 2021

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

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**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

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**Summary:**

The purchase of this software and equipment will aid in tracking attendance on buses more efficiently with minimal distraction to the driver. This supports urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control. School staff will be provided access to digital attendance records for contact tracing purposes. The parent application will provide notifications to parents and school staff regarding bus location and arrival times.

Please refer to the following attachment(s): Attachment A: Tyler Drive Agreement

**Previous Board Action:**

Not Applicable

**Background:**

Contact tracing is a requirement for school districts operating during the pandemic. Contact tracing for school buses can only be provided through paper attendance rosters. Currently, bus drivers are taking attendance manually at stops or while loading and/or unloading. Consequently, when bus drivers are focused on anything other than the safe loading and

unloading procedures, maintaining student safety is more challenging. Tyler Drive provides a system in which attendance is captured as students get on and off the bus. Scanning and recording attendance digitally enables drivers to observe and maintain safety inside and outside of the bus. Moving into the future, this system will support safety with the use of the parent application, enhance route efficiency, and increase driver support and communication with our stakeholders. The system allows dispatchers to send routes to drivers digitally, alert parents about late buses, and create reports that are accessible to school staff through a web portal.

**Financial Implications:**

The initial cost to implement this system is \$213,451.25. State school fund will reimburse \$149,415.87. This purchase qualifies under ESSR funds to support safe operation during the COVID-19 pandemic.

**Alternatives:**

The Transportation Department will continue to track attendance in paper format. The paper attendance format will create access barriers to schools and will create a greater wait time when making decisions around quarantine.

**Staff Recommendation:**

Staff recommends authorizing the spending of more than \$150,000 for the purchase of the Tyler Drive System.

**Motion:**

- A. Motion Made by Board Member:
  - a. I move that the Board authorize Staff to expend over \$150,000 to purchase Tyler Drive for the use in all Reynolds School District buses.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Reynolds School District #7 (NWRESD).
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **Defined Vehicles”** means the number of vehicles identified in the Investment Summary for which Client is authorized to use the Tyler Software for routing, avl, field trips and other related K12 transportation activities.
- **“White Fleet Vehicles”** means the number of vehicles which are not used for routing, avl, field trips or other related K12 transportation activities for which Client is authorized to use the Tyler Software and is calculated by subtracting fifty percent (50%) from number of the Defined Vehicles. White Fleet Vehicles have reduced functionality and use the Tyler Software.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without

limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as [Exhibit A](#).
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as [Exhibit B](#).
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as [Exhibit C](#).
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as [Schedule 1](#) to [Exhibit C](#).
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as [Exhibit D](#).
- **“Transportation Solution Terms”** means the terms, including terms applicable to items or services provided by third parties, applicable to Tyler’s transportation solutions. Copies of current Transportation Solution Terms are included at Exhibit F.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and as listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms

and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
  - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we

are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## **SECTION C –PROFESSIONAL SERVICES**

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone

criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
  - 9.2 provide support during our established support hours;
  - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design;

(c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

10. Expiration of Services. Training services for which payment has been made that are not used prior to twenty-four (24) months from the Effective Date of the Agreement shall expire without refund or credit of fees paid to Client.

## **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant access to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

## **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we

complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## **SECTION F – TERM AND TERMINATION**

1. **Term.** The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. The foregoing notwithstanding, the initial term for Tyler Drive SaaS commences upon availability of the applicable SaaS Services. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## **SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

1. **Intellectual Property Infringement Indemnification.**
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets,

and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

## 3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION H – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may

assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders

submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us

prompt notice and otherwise perform the functions required by applicable law.

- 18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
- 19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
- 20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
- 21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
- 22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Transportation Solution Terms
	Schedule 1: Additional Tyler Drive Terms & Conditions
	Schedule 2: Professional Hardware Installation Terms
	Schedule 3: Return Merchandise Authorization Process & Termination of GPS & Tyler Drive Units
	Schedule 4: HERE End User Terms
	Schedule 5: GeoTab Equipment Warranty

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Reynolds School District #7 (NWRES D)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

Reynolds School District #7 (NWRESD)  
1204 NE 201<sup>st</sup> Avenue  
Fairview, OR 97024  
Attention: \_\_\_\_\_



## **Exhibit A Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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**Exhibit 1a: Software Investment Summary for Reynolds School District #7 (NWRES)**  
 prices are valid until December 20 2021

Software as a Service		Quantity	Price	Extended	This Year Total	Year 2	Year 3	
Traversa Electronic Rollout Sheet provided as SaaS for up to 120 vehicles		1	\$4,150.00	\$4,150.00	\$4,150.00	\$4,150.00	\$4,357.50	USD
Traversa Reporting Tool provided as SaaS for up to 120 vehicles		1	inc.	inc.	inc.	inc.	inc.	USD
Tyler Drive provided as SaaS for Tyler Drive 4 inc. Verizon 4G communications (US)		83	\$300.00	\$24,900.00	\$24,900.00	\$24,900.00	\$26,145.00	USD
<b>Subtotal: Application Software Maintenance Fees</b>				<b>\$29,050.00</b>	<b>\$29,050.00</b>	<b>\$29,050.00</b>	<b>\$30,502.50</b>	<b>USD</b>
Services		Quantity	Price	Extended	This Year Total	Year 2	Year 3	
Washington County, Clackamas County Maps, Source: local GIS		2	\$2,250.00	\$4,500.00	\$4,500.00			USD
Additional training hours which can be used for (1),(2) :		2	\$175.00	\$350.00	\$350.00			USD
Additional Traversa Core Training Traversa Electronic Rollout Sheet Training								
Project Management (hours) (1),(2)		20	\$175.00	\$3,500.00	\$3,500.00			USD
Tyler Drive Configuration and End User Training for up to 103 drivers (hours) (1),(3)		28	\$175.00	\$4,900.00	\$4,900.00			USD
Tyler Drive Configuration		1	\$2,100.00	\$2,100.00	\$2,100.00			USD
Tyler Drive Data Analysis (hours)		37	\$175.00	\$6,475.00	\$6,475.00			USD
Tyler Drive Go Live Assist (hours) (1)		24	\$175.00	\$4,200.00	\$4,200.00			USD
<b>Subtotal: Application Services</b>				<b>\$26,025.00</b>	<b>\$26,025.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>USD</b>
Telematics		Quantity	Price	Extended	This Year Total	Year 2 Renewal	Year 3 Renewal	
<b>Installation</b>								
<b>Telematics Professional Install Including (1) (1)</b>		1	\$25,041.25	\$25,041.25	\$25,041.25			USD
INST-T-P-D	Professional Installation - Tyler Drive, O/I/Os up to 115 units							
INST-T-ST	Professional Install - Tyler Drive Student Tracking Device up to 115 units							
INST-T-SIT	Tyler Drive Self Install Training (1)	1	inc.	inc.	inc.			USD
<b>Subtotal: Installation</b>				<b>\$25,041.25</b>				<b>USD</b>
<b>Student Ridership</b>								
TYD01CARD	Student RFID Cards, Box of 200	35	\$390.00	\$13,650.00	\$13,650.00			USD
TYD-SR-02	Student Reader Kit for Tyler Drive	115	\$185.00	\$21,275.00	\$21,275.00			USD
TYD-SR-WEDGE	Student Reader For PC (Wedge)	1	\$185.00	\$185.00	\$185.00			USD
<b>Subtotal: Student Ridership</b>				<b>\$35,110.00</b>				<b>USD</b>
<b>Tyler Drive</b>								
TYD04PKG	Tyler Drive 4 (4G) for Verizon(US) (includes bumper and wall charger for tablet)	83	\$1,050.00	\$87,150.00	\$87,150.00			USD
TYD04MNTKIT-inc	Dock with built in lock, mounting arm and power cord- included with TYDV4	83	inc.	inc.	inc.			USD
TYD04MNTKIT	Dock with built in lock, mounting arm and power cord- additional	32	\$290.00	\$9,280.00	\$9,280.00			USD
<b>Subtotal: Tyler Drive</b>				<b>\$96,430.00</b>				<b>USD</b>
<b>Accessories</b>								
SHIPPING	Shipping and Handling	1	\$1,795.00	\$1,795.00	\$1,795.00			USD
<b>Subtotal: Accessories</b>				<b>\$1,795.00</b>		<b>\$0.00</b>		<b>USD</b>
<b>Total One-Time Fees:</b>					<b>\$213,451.25</b>			<b>USD</b>
<b>Total Recurring Fees **:</b>						<b>\$29,050.00</b>	<b>\$30,502.50</b>	<b>USD</b>

Tyler reserves the right to substitute hardware of equal or greater value for the same price  
 \*\* Subject to annual increase after Year 3

Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Travel expenses on installations of 40 and fewer vehicles are not included and will be billed at actual costs. Travel expenses on installations of 41 and more vehicles, a single day of travel expenses will be billed at actual costs.

- Travel expenses for trainer and/or project manager to visit the user's site are not included and will be billed at actual costs
- Online Training Classes are limited to 5 persons and are delivered in 2 hour increments. Onsite Training Classes are limited to 5 persons and are delivered in 8 hour increments
- Tyler Drive training classes are limited to 50 persons. Tyler assumes that there will be 2 Tyler Drive training sessions per day when there are more than 50 persons to train

Quote prepared on September 21, 2021  
 Version 38f

Signature \_\_\_\_\_





## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
  - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
  - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
  - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
  - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
  - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
  - 2.6 *Other Fixed Price Services:* Unless otherwise indicated, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

3. Third Party Products.
  - 3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
  - 3.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
  - 3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery. The foregoing notwithstanding, hardware fees for units with Tyler Drive installed on them are invoiced upon installation.
  - 3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
  
4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
  
5. Transportation Solution Fees. Notwithstanding language to the contrary in this Exhibit B, fees for Tyler transportation solution items are invoiced in accordance with the following:
  - 5.1 Software License fees. 100% on software availability
  - 5.2 Hosting Services. Year one hosting fees (when hosting and annual maintenance are priced separately), for the one (1) year period commencing when hosting services are made available (the "Hosting Services Availability Date") are invoiced on the Hosting Services Availability Date. Subsequent years' hosting fees are due in advance, at our then-current rates, on each anniversary of the anniversary of the Hosting Services Availability Date.
  - 5.3 Services.
    - 5.3.1 *Implementation and Other Professional Services (including training):* Implementation and training fees for transportation solutions are invoiced as follows: (a) Implementation fee is billed and invoiced when the map is available to you in Tyler's data center and (b) Base Training is billed and invoiced upon completion of the Base Training.
    - 5.3.2 *Other Professional Services:* Other professional services, such as route building, project management, consulting, additional product training, hardware installation, additional maps and self-installation training, are invoiced as delivered.
  - 5.4 Third Party Products.
    - 5.4.1 *Third Party Software Maintenance: First year maintenance fees for the Third Party Software, if any, are invoiced when we make that Third Party Software is made available to you ("Software Access Date") and cover the one (1) year period commencing the first day of the month following the Software Access Date.*
    - 5.4.2 *Third Party Hardware, Installation Services, Self-Installation Training Services and Shipping and Handling: Third Party Hardware, installation services, and shipping and handling costs, if any, are invoiced upon completion of installation, in the event we are performing the installation. Third Party Hardware, self-installation training services and shipping and handling costs, if any, are invoiced upon delivery, in the event you are performing the installation.*

5.4.3 *Third Party Hardware Maintenance: The first year maintenance fees for the Third Party Hardware are invoiced when installation/shipment takes place commencing as follows: (a) if installation/shipment occurs between the first day and fourteenth day of the month, maintenance shall commence on the first day of that month; or (b) if installation/shipment occurs between the fifteenth day and the last day of the month, maintenance shall commence on the first day of the following month. Subsequent maintenance fees for the Third Party Hardware are invoiced annually in advance of each anniversary thereof.*

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

## 5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

## 6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C Service Level Agreement

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

### III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

**IV. Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

**V. Force Majeure**

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

## Issue Handling

### *Incident Tracking*

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*Incident Escalation*

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client’s needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

*Remote Support Tool*

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.





## Exhibit D

Reserved.



**Exhibit E**  
**Transportation Solution Terms**

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## Schedule 1 Tyler Drive Terms and Conditions

### Hardware Terms and Conditions

1. Warranty. Tyler passes through any applicable third-party hardware or services warranties provided by the provider of such hardware or services.
2. Installation and Acceptance. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Hardware Products, provided, however, that additional charges for installation may be required in the event vehicles are not available for installation services when the installation personnel arrive at the client location. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Hardware Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud. In no event will Tyler be liable for any claims, losses, liabilities, damages, costs or expenses arising out of or in any way related to the installation of the tablet, including, but not limited to, where on the vehicle the tablet is installed. Client's use of the tablet will operate as acknowledgement of, and agreement with, the foregoing disclaimer of liability.
3. Disclaimer of Liability. In no event will Tyler be liable for any claims, losses, liabilities, damages, costs or expenses arising out of or in any way related to the operation of the vehicle on which the tablet is installed. Client's installation and use of such tablet will operate as acknowledgement of, and agreement with, the foregoing disclaimer of liability.
4. Disclaimer for Installation of Tablet. In no event will Tyler be liable for any claims, losses, liabilities, damages, costs or expenses arising out of or in any way related to the installation of the tablet, including, but not limited to, where on the vehicle the Tyler Drive tablet is installed. Your use of the tablet will operate as your acknowledgement of, and agreement with, the foregoing disclaimer of liability.
5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Hardware Products.

### Tyler Drive Embedded Software Terms and Conditions

1. Client's use of the third party software included on Third Party Hardware (for the purpose of this Agreement, "Embedded Third Party Software") is restricted to executable code.
2. Client is prohibited from (i) transferring the Embedded Third Party Software except for temporary CPU transfer in the event of computer malfunction; (ii) assigning, time-sharing, lending, leasing, or renting the Embedded Third Party Software or using for commercial network services or interactive cable or remote processing services.
3. Title to the Embedded Third Party Software shall not pass to Client or any other party.
4. Client is prohibited from reverse engineering, disassembling, or decompiling the Embedded Third Party Software and duplicating the Embedded Third Party Software except for a single archival copy.

- Reasonable Client backup copies are permitted.
5. To the extent permitted by applicable law, the software developer's and its licensors' liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the Embedded Third Party Software including, but not limited to, liability for use of Embedded Third Party Software in high-risk activities or liability related to any Data supplied by the software developer.
  6. Client, at the time of termination of its Embedded Third Party Software license, is required to certify in writing to Tyler that Client has discontinued use and has destroyed or will return to Tyler all copies of the Embedded Third Party Software and Documentation.
  7. Client is required to comply fully with all relevant export laws and regulations of the United States to ensure that Embedded Third Party Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
  8. Client is prohibited from removing or obscuring any software developer copyright, trademark notice, or restrictive legend.
  9. All terms in the software developer click-through License Agreement (E204 and E300) included with Embedded Third Party Software are disclaimed. This Amendment is the sole agreement governing Client's use of the Embedded Third Party Software. Any warranty offered by Tyler on the Tyler Software Products shall only apply between Tyler and its client(s). The software developer does not offer any warranties or indemnities to Client for the Embedded Third Party Software.
  10. Tyler may terminate Client's license in the event Client uses the Embedded Third Party Software separately from the Tyler Software Products, and require Client to acquire a Full Use Software license directly from the software developer to permit any further use of Embedded Third Party Software.
  11. ANY THIRD PARTY SOFTWARE, PROGRAM MATERIALS, PREPRODUCTION MATERIALS, CONFIDENTIAL INFORMATION, OR TRADE SECRETS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE SOFTWARE DEVELOPER DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
  12. Tyler is prohibited from providing Client with updated versions of the Embedded Third Party Software in Tyler Software Products.

### **Tyler Drive Wireless Service Terms and Conditions**

1. Under no circumstances shall wireless provider be responsible for or obligated to make any changes to its equipment, operations, network or systems to accommodate Client.
2. A mobile telephone number may be changed, reassigned or eliminated upon reasonable notice to Client under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements.
3. All equipment activated on a wireless service line at a fixed location must be located by Client within the areas served by the wireless provider owned and operated network.
4. When a Client's wireless service line is terminated, Client shall cooperate with Tyler and the wireless provider to ensure that the equipment that was activated on that line does not register or attempt to register on the wireless provider's network.
5. WIRELESS PROVIDER AND ITS AFFILIATES AND CONTRACTORS MAKE NO WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE WIRELESS SERVICE OR EQUIPMENT OR THEIR USE IN CONNECTION WITH THE TYLER PROVIDED EQUIPMENT OR THE TYLER PRODUCT OR SERVICE. THE EQUIPMENT IS PROVIDED "AS IS." EQUIPMENT PURCHASED UNDER THIS

AGREEMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO TYLER BY THE EQUIPMENT MANUFACTURER.

6. WIRELESS PROVIDER AND ITS AFFILIATES AND CONTRACTORS WILL HAVE NO LIABILITY TO CLIENT:
  - A) IF CHANGES IN THE WIRELESS SERVICE OR IN THE WIRELESS PROVIDER NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER OBSOLETE OR OUTDATED ANY EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE PROVIDED BY TYLER TO CLIENT IN CONJUNCTION WITH ITS USE OF THE TYLER PRODUCT OR SERVICE;
  - B) FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING WIRELESS SERVICE, (II) FAILURES OR DEFECTS IN THE WIRELESS PROVIDER NETWORK OR SYSTEMS, (III) USE OF THE TYLER PRODUCT OR SERVICE OR TYLER'S EQUIPMENT, OR (IV) DISABLING OF EQUIPMENT.
  - C) FOR ANY INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, USE OR INABILITY TO USE THE WIRELESS SERVICE OR EQUIPMENT, RELIANCE BY CLIENT ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE WIRELESS SERVICE OR EQUIPMENT, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL WIRELESS PROVIDER OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.
7. IN NO EVENT SHALL WIRELESS PROVIDER, ITS AFFILIATES AND CONTRACTORS BE LIABLE TO END USER, OR ANY OF ITS EMPLOYEES OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.
8. CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CLIENT IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CLIENT AND THE UNDERLYING CARRIER. IN ADDITION, CLIENT ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CLIENT AND CLIENT HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.
9. Wireless service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting wireless service operation. Wireless service and/or features may not be available in all areas. Wireless service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems, and with equipment that is authorized to operate on wireless provider's network.
10. Due to regulatory requirements regarding wireless provider's network licenses, Client shall obtain wireless provider's prior approval and written agreement before it may install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate wireless service. Wireless provider may terminate lines and, upon legal notice, may terminate this Agreement and pursue any other available remedies if Client violates this section.
11. In order to protect the wireless provider's network, operations and other customers, wireless provider may suspend or terminate service to affected lines if Client uses the wireless service or equipment: (a) in an illegal or unauthorized manner (including "spamming" or other abusive messaging); (b) in a manner

prohibited by the applicable plan, option, feature or application; or (c) in a manner that has an adverse impact on wireless provider's network, operations or customers. If Client continues using the wireless service in such a manner, wireless provider may deny activation to new wireless service lines or, upon legal notice, may terminate this Agreement.



**Exhibit E**  
**Schedule 2**  
**Professional Hardware Installation Terms**

The Investment Summary contains hardware installation services for the quoted number of vehicles.

Additional costs may apply to include both tech-day (see below) rates and travel expenses for unscheduled, unanticipated after hours or weekend installations, or expedited installations requested by Client.

Additional labor and/or parts charges may be required for non-standard vehicles, or installations outside the approved scope of work.

Listed prices do not cover extenuating circumstances beyond the control of Tyler (or Tyler's 3<sup>rd</sup> Party installer) that lengthen or delay the installation time. If additional time is required due to, but not limited to, any of the following, additional charges may apply: Inadequate lighting; non-covered space in poor weather conditions; power outages; dangerous work environment, etc.

If multiple vehicles are located at one site for installation, the Client shall make enough vehicles available for a technician to fill up one day of work (this will vary based on auxiliary connections, etc.). If Client chooses to not make all vehicles available and the installer must make two or more trips when one trip would have been sufficient to complete installation on all vehicles, then additional tech-day rates (plus travel expenses) may apply for such subsequent trips.

We warrant that the hardware installation services shall be performed in a professional, competent, and workmanlike manner. In the event a breach of this warranty is detected within one (1) year of installation, we shall re-perform such services at no additional cost to you. This warranty shall be void in the event you alter or modify the hardware installation settings in any manner.

Tyler (or Tyler's 3<sup>rd</sup> Party installer) will identify additional costs required in advance, and such costs shall only be incurred if approved by Client. Client acknowledges that a delay in providing such approval may negatively impact the timeliness of the provision of services.

During installation, Client will have personnel available to move vehicles if necessary.



**Exhibit E  
Schedule 3**

**Return Merchandise Authorization Process & Termination of GPS & Tyler Drive Hardware Units**

1. **TERMINATED UNITS.** Client is responsible for reporting terminated units to end their maintenance agreement on said unit(s). Client will continue to be billed until Tyler is notified of such termination. To notify Tyler, the Client must submit a completed GPS termination form, as shown attached, including the exact serial number(s) of the unit(s) being terminated, to our accounting department so invoices can be adjusted to reflect the termination. The date used to calculate the termination and any associated credits will be the date that Tyler’s accounting department receives the completed notification.
2. **LIMITED WARRANTY ON PRO PLUS.** The “Warranty Period” means either: (a) the one (1) year period commencing on the activation date for the device; or (b) the lifetime of the device, provided that the device is activated on certain rate plans (currently the ProPlus rate plan and any other applicable rate plan as announced by us from time to time (“Limited Lifetime Warranty”)). Provided you properly complete and we receive from you, a justified written warranty claim and, if applicable, all affected devices (returned at your expense), prior to the expiration of the Warranty Period, we will either repair or replace such device. We reserve the right to replace any device and software with a more current version or model or refurbished device units in our sole discretion. We also reserve the right to charge you return shipping and a reasonable service fee if we determine that your warranty claim was not justified. Additionally, for claims under the Limited Lifetime Warranty we will replace the device in accordance with the process specified above if the network on which the device operates no longer provides adequate coverage in your usage area (as determined by us in our sole discretion). To the maximum extent permitted by applicable law, the foregoing constitutes your sole and exclusive remedy and our sole and exclusive obligation for any breach of the foregoing warranty.
3. **CONDITIONS AND EXCLUSIONS.** Warranty claims must be submitted promptly after the date when you noticed the defect. In order to make a warranty claim, you may be required to prove that the installation did not cause the defect, unless the installation was performed by a Geotab-certified installer. Any products, services or items made or supplied by third parties (including vehicles tracked with our units) are not covered by this process, and we are not responsible for malfunctions by, in, or caused by such products, services, or items.



Empowering people who serve the public®

### Tyler GPS Termination Form

Client Name:

Please list all serial numbers that you are requesting to have terminated, along with your reason for termination:

Serial Number	Reason for Termination

***Note: All listed units will be terminated upon receipt of this signed document. Additional charges will apply for reactivation of a terminated unit. Hardware Maintenance for terminated units will be adjusted for the renewal following the request for termination. Partial credit/refund of annual fees paid is not available.***

Signature:

Printed Name and Title:

Date:





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AFFIDAVIT - Please sign and return to cancel products

In regards to the following listed product(s):

**Support for GPS and related products**

**Customer** acknowledges that it no longer will receive software updates, “bug fixes”, services or telephone support for the listed products.

**Customer** acknowledges that, if it decides to later utilize the listed products, it must either pay for the products at then-current pricing or remit payment for support fees that would have been due if the products had remained in continual use.

*Note: I understand that I am terminating the selected device(s) whereby they will no longer function in any capacity. I also understand that, for purchased devices, if I wish to reuse these terminated device in the future, I will have to return the device(s) to Geotab for reactivation, from which additional charges may incur.*

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

Please return this form via email to: [AR@tylertech.com](mailto:AR@tylertech.com) or by Fax: 806-797-4849





**Exhibit E**  
**Schedule 4**  
**HERE End User Terms**

Your receipt and use of the HERE data, if required, is subject to the following terms and conditions:

Use of Data. Your use of the HERE data is restricted to your own use for use with the Tyler Software. You are prohibited from using the HERE data with geographic data from competitors of HERE.

Reverse Engineering and Archiving. You are prohibited from reverse engineering or Archiving the HERE data.

Export. You are prohibited from exporting the HERE data (or derivative thereof) except in compliance with applicable export laws, rules and regulations.

Cessation of Use. You will be required to cease using the HERE data if you fail to comply with the terms and conditions herein.

Regulatory and Third-Party Supplier Restrictions and Obligations. The applicable regulatory and third-party supplier restrictions and obligations (including copyright notices) are available for review at <https://legal.here.com/en-gb/terms/general-content-supplier-terms-and-notice>.

Commercial Item. The HERE data is a “commercial item”, as that term is defined at 48 C.F.R. ("FAR") 2.101, and is licensed in accordance with the terms and conditions herein.

Disclaimer of Warranties. Any warranties, express or implied of quality, performance, merchantability, fitness for a particular purpose and non-infringement are hereby disclaimed. Tyler does not make or imply any warranties on behalf of HERE or its data suppliers.

Disclaimer of Liability. Liability is hereby disclaimed for any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action arising out of the use or possession of the HERE data; or for any loss of profit, revenue, contracts or savings, or any other direct, indirect, incidental, special or consequential damages arising out of the use of, or inability to use the HERE data, any defect or inaccuracy in the HERE data, or the breach of these terms or conditions, whether in an action in contract or tort or based on a warranty, even if Tyler, HERE or their suppliers have been advised of the possibility of such damages. Tyler does not provide any right of liability or indemnity against HERE or its data suppliers.

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**Exhibit E**  
**Schedule 5**  
**Geotab Equipment Warranty**

GEOTAB warrants that during the Warranty Period each Product (including beta products obtained through the GEOTAB beta program, but excluding other test or demonstration products or product versions) will perform in accordance with the written specifications that GEOTAB issues with respect to such Product, subject to the limitations and conditions set forth in GEOTAB's specifications and this Agreement, when used in accordance with GEOTAB's documentation and specifications. "Warranty Period" means either: (a) the one-year period commencing on the activation date; or (b) the lifetime of the device, provided that the device is activated on certain rate plans (currently the ProPlus rate plan and any other rate plan as announced by GEOTAB from time to time ("Limited Lifetime Warranty")). Provided Client properly completes and GEOTAB receives from Client, directly or through an authorized reseller, a justified written warranty claim and, if applicable, all affected devices (returned at Client's expense to the reseller from whom Client purchased the devices or as otherwise specified by GEOTAB), prior to the expiration of the Warranty Period, GEOTAB will either repair or replace such device or use commercially reasonable efforts to correct any material defects in software and services. GEOTAB reserves the right to replace any device and software with a more current version or model or refurbished device units in GEOTAB's sole discretion. GEOTAB also reserves the right to charge Client return shipping and a reasonable service fee if GEOTAB determines that Client's warranty claim was not justified. The remaining Warranty Period for any purchased Products GEOTAB repairs or replaces under warranty is deemed to be the greater of: (aa) the actual remaining Warranty Period for the replaced or repaired Product; and (bb) 90 days following the completion of such repair or replacement. Additionally, under the Limited Lifetime Warranty GEOTAB will replace the device in accordance with the process specified above if the network on which the device operates no longer provides adequate coverage in Client's usage area (as determined by GEOTAB in GEOTAB's discretion). To the maximum extent permitted by applicable law, the foregoing constitutes Client's sole and exclusive remedy and GEOTAB's sole and exclusive obligation for any breach of the foregoing warranty.

Warranty claims must be submitted promptly after the date when Client noticed the defect. In order to make a warranty claim, Client may be required to prove that the installation did not cause the defects or failures of the Product, unless the installation was performed by a GEOTAB -certified installer. Any products, services or items made or supplied by third parties (including vehicles tracked with our Products) are not covered by our limited warranty and GEOTAB is not responsible for malfunctions by or in such products, services or items. Client may need to purchase, license or procure products, software, data or services from third parties to enable the full use or functionality of GEOTAB's Products. Client is responsible for ensuring that all such third party products, software, data or services meet GEOTAB's minimum requirements, including without limitation, processing speed, memory, client software, internet access, internet or other communication channel bandwidth.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEOTAB DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS,

EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY TERMS, REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT OR QUIET POSSESSION AND THOSE ARISING BY STATUTE OR IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GEOTAB CANNOT AND DOES NOT REPRESENT, WARRANT OR COVENANT THAT: (A) ANY OF THE PRODUCTS WILL MEET CLIENT'S BUSINESS OR OTHER REQUIREMENTS; (B) THE PRODUCTS WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION; (C) THE PRODUCTS WILL BE ERROR-FREE, VIRUS-FREE OR THAT THE RESULTS OBTAINED FROM THEIR USE WILL BE ACCURATE, RELIABLE OR CURRENT (D) ANY ERRORS IN THE PRODUCTS CAN BE CORRECTED OR FOUND IN ORDER TO BE CORRECTED. MOREOVER, GEOTAB DOES NOT ENDORSE, AND MAKES NO REPRESENTATION, OR WARRANTY WITH RESPECT TO, AND ASSUMES NO RESPONSIBILITY, OBLIGATION OR LIABILITY FOR, ANY NON-GEOTAB PRODUCTS, SOFTWARE, DATA OR SERVICES INCLUDING BUT NOT LIMITED TO WIRELESS SERVICES, MAPPING SERVICES, POSTED ROAD SPEED SERVICES, INTERNET BANDWIDTH AND CLOUD STORAGE.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, LOSS OF DATA, BUSINESS INFORMATION OR LOSS OF USE THEREOF, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL OR ANY OTHER NON-DIRECT, PECUNIARY, COMMERCIAL OR ECONOMIC LOSS OR DAMAGE OF ANY KIND WHETHER FORESEEN OR UNFORESEEN ARISING FROM OR INCIDENTAL TO THIS AGREEMENT. FOR GREATER CERTAINTY, THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL NOT APPLY TO (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (B) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

GEOTAB makes no representation nor provides any warranty with respect to third party software. Third party software not manufactured by GEOTAB is limited, in warranty and guarantee, to the warranty and/or guarantee of the supplier and expires upon the expiration of such warranty. GEOTAB will not be responsible for updating or fixing any errors or inconsistencies in the third party software.

It is understood that GEOTAB has no special knowledge of Client's operation or requirements and Client confirms and agrees that the GEOTAB Equipment are purchased because of the independent determination by Client of its suitability for intended use.

In the event Client discontinues support services on Client's GPS devices and subsequently desires to reinstate such services, Client will be required to repurchase the GPS devices at the then-current rate.

To: Board of Directors

From: Dr. Christopher Ortiz, Assistant Superintendent of Student & Family Services and District Operations

Prepared by: Jelena Doney, Executive Assistant to the Assistant Superintendent of Student & Family Services

**Subject: Authorization to Spend More than \$150,000 for Wright Security**

Policy: [Personal Services Contracts – DCJA, Staff Health and Safety – GBE](#)  
[Student Safety – JHF](#)

Date: December 15, 2021

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

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**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

---

**Summary:**

In response to recent security concerns across the District, the Superintendent of Schools and Assistant Superintendent of Student & Family Services and District Operations consulted with the District’s liability insurer, Property and Casualty Coverage for Education (PACE). In order to reduce liability, PACE staff recommended comprehensive security services to include: patrol of facilities after hours, on-site security during school hours, and additional professional development for school staff in de-escalation and violence prevention techniques.

Please refer to the following attachment(s): Attachment A

**Previous Board Action:**

Not Applicable

**Background:**

Wright Security Services, which provides security for the Keizer-Salem School District, was recommended by the PACE school safety consultant.

**Financial Implications:**

The cost for these services is not to exceed \$390,000.00

**Alternatives:**

If the Board does not approve the contract, the District will incur increased liability for any future school safety and security incidents

**Staff Recommendation:**

Staff recommends the Board authorize the expense of more than \$150,000 for security services through Wright Security through June 30, 2022.

**Motion:**

- A. Motion Made by Board Member:
  - a. I move the Board authorize the expense of more than \$150,000 for security services through Wright Security through June 30, 2022.
- B. Motion Seconded by Another Board Member
- C. Points of Clarification / Discussion
- D. Call for Board Vote

**REYNOLDS SCHOOL DISTRICT #7  
 PERSONAL/PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT**, entered into by and between the Reynolds School District #7 "RSD" and "Contractor", and in consideration of the following covenants, conditions, and considerations:

Contractor: \_\_\_\_\_

**WITNESSETH:**

**1. The contractor shall provide RSD with the following information:**

- a. Company Legal Name \_\_\_\_\_
- b. Contract Signer Name \_\_\_\_\_ Contract Signer Email \_\_\_\_\_
- c. Mailing Address \_\_\_\_\_
- d. Telephone Number \_\_\_\_\_
- e. Federal Tax ID No. \_\_\_\_\_ *\*Contractor must submit W-9 to RSD's Finance Department*
- f. Business Designation (check one)     Individual     Sole proprietorship     Partnership  
 Corporation     Community College     Other: \_\_\_\_\_

Payment information will be reported to the IRS under the name and taxpayer ID number provided above. RSD is required by the Internal Revenue Service to obtain this information in order to report income paid to the Contractor by the District. If the information is not provided, RSD will be required to withhold 31 % of all future payments made to the Contractor.

**1099 Withholding Exemption:**

If exempt from backup withholding (form 1099 reporting), check this box  and check your qualifying reason below:

- i. Corporation
- ii. Tax Exempt Charity under 501(a), or IRS
- iii. The United States or any of its agents or instrumentalities
- iv. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions
- v. A foreign government or any of its political subdivisions
- vi. District will deduct taxes from pay, which will occur monthly
- f. Does Contractor now have, or have had within the prior year, contracts with other persons or entities to perform services similar to the services being performed hereunder?     Yes     No     N/A
- g. Does Contractor have current statutory Worker's Compensation Insurance coverage for all persons performing services under this contract?     Yes     No     N/A

**2. Statement of Work:** Contractor agrees to perform the following services for the District (please be specific as to nature and dates of performance and expected time involved). *\*Attach an exhibit/additional sheet if needed.*

**3. Contract Term:**

This Contract becomes effective on: \_\_\_\_\_

Unless terminated earlier as provided below, this Contract shall continue through: \_\_\_\_\_

**4. Contractor shall be compensated in the manner provided in either subsection (a) or (b) below, whichever is completed.**

a. The entire, agreed-upon compensation for the services to be performed under this contract is: \$ \_\_\_\_\_

*\*Use additional sheets if needed.*

b. If services are to be charged at a periodic rate: Rate charged: \$ \_\_\_\_\_ per (period) \_\_\_\_\_

What is the total estimated compensation? \$ \_\_\_\_\_

*Additional description of pay, if applicable:*

If it appears during the course of this contract that the actual compensation will exceed the estimated amount, the Contractor shall notify the RSD Finance Department in writing. No payment in excess of the total estimated compensation shall be paid unless the Contractor has notified the Finance Department of the increase in time required to complete the services and received approval from the Finance Department to perform services up to the newly approved contract time.

**Exhibits:** As a condition to receiving the compensation above, the Contractor shall provide, in addition to the services stated above, the following additional documents or reports relating to the service performed: *(Check all that apply)*

Exhibit A: Statement of Work       Exhibit B: Contractor's Proposal       Exhibit C: Insurance Requirements

Other (please describe): \_\_\_\_\_

If RSD is required by law to withhold any monies from Contractor (e.g., PERS), such withholding shall be deducted from the amount of compensation due to Contractor and the balance shall be paid to Contractor. Contractor must submit an invoice to Accounts Payable as an application for payment. The invoice shall itemize Contractor's charges and expenses.

5. If total compensation is in excess of \$150,000, as stated in Section 4a above, or the estimated charges based upon the rate charge and anticipated time involved as stated in Section 4b above exceed \$150,000, this contract shall not be binding upon RSD until approved by the RSD Board of Directors. If compensation is to be paid as stated in Section 4b, and it appears that the total payments under this Agreement shall exceed \$150,000, Contractor shall notify RSD. RSD shall present this Agreement to the RSD Board of Directors for approval of compensation in excess of \$150,000. No compensation shall be due or payable to Contractor in excess of \$150,000 (in the aggregate) unless the RSD Board of Directors approves this Agreement.

6. Unless Contractor is a sole proprietorship, prior to performing any labor for this Contract, Contractor shall file with RSD Assistant Superintendent of Student & Family Services and District Operations a certificate of insurance evidencing that the persons performing services under this Contract are covered by the Contractor's statutory worker's compensation insurance. Contractor shall maintain such coverage during the term of this Contract.

7. Contractor is being employed as an independent contractor to provide the services stated in Section 2 above. The compensation paid to Contractor shall be for all materials, supplies, and labor required, necessary, or convenient for Contractor to provide services to RSD. Contractor shall be responsible for, and shall indemnify and hold RSD harmless from, any governmental assessments resulting from Contractor's services or compensation, including but not limited to

income tax, Social Security, worker's compensation, or employment insurance. RSD shall not have the right to direct or control the manner of Contractor's performance. RSD expressly disclaims any acts by its employees who attempt to direct or control Contractor's manner of performance; Contractor shall notify RSD should any RSD employee make an attempt to exercise direction or control over Contractor.

8. Contractor covenants and warrants to RSD that Contractor is an independent business, has performed such services for others in the past or is now performing such services for others, and is skilled and duly qualified to provide the services required under this Agreement.
9. This provision is required by statute. In addition to applicable federal and state laws, ORS 279B.220 requires that Contractor shall:
  - a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
  - c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof on account of any labor or material furnished.
  - d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, RSD may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. RSD's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.

10. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent any of Contractor's employees are covered by Oregon employment laws, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.
11. Non-Appropriation; Adequate Funding: RSD is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into RSD's next fiscal year, RSD's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the RSD's budget adopted in June of each year. RSD reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board. In the event that the RSD is not adequately funded, or funds are cut back, the RSD reserves the right to cancel all, or part of this contract.
12. Contractor shall fully indemnify, defend, and hold RSD harmless from any claims, actions, demands, judgment, losses, or costs (including attorney fees) directly resulting or arising out of any negligent act or omission by Contractor. This also applies when only RSD is the sole defendant in the action or lawsuit.
13. Contractor warrants to RSD that it/he/she has general liability insurance coverage in excess of \$2,000,000 per occurrence, \$3,000,000 in the annual aggregate for General Liability and Property Damage, and that Contractor shall maintain such insurance during the term of this agreement or for such longer time as RSD may request at the time of execution hereof. If Contractor will have physical or virtual access to any RSD students, Contractor is also required to provide proof of insurance for Sexual Abuse and Molestation coverage at the same levels required above.
 

\_\_\_\_\_ *Initial if applicable.* Contractor warrants to RSD that it/he/she has professional malpractice insurance coverage for any errors or omissions by Contractor for the type of services being performed under this Agreement, with limits not less than \$1,000,000 per occurrence.

\_\_\_\_\_ *Initial if applicable.* Motor Vehicle Liability. If Contractor is providing services that require Contractor to transport transport RSD personnel, students, or property, then in addition to any legally required insurance coverage, Contractor shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.

Certificate of Insurance. Upon RSD request, Contractor shall furnish to RSD a current certificate of insurance for each of the above coverages within 48 hours of RSD request. Each certificate must state the relevant deductible or retention level. For general liability coverage, the certificate must state that RSD, its agents, officers, volunteers, board members, and employees are additional insureds with respect to Contractor's services provided under this Contract. The certificate must specify an additional insured endorsement, and Contractor shall attach a copy of the endorsement to the certificate. If requested by RSD, Contractor shall also provide complete copies of insurance policies to RSD for review.

14. Contractor acknowledges that RSD is a public entity, and that persons or entities contracting with public entities are subject to certain state or federal law, rules, or regulations. To the extent any state or federal law, rule, or regulation is applicable to this Agreement, it is hereby incorporated by reference as if stated herein. It shall be Contractor's responsibility to become acquainted with the applicable laws, rules, and regulations, and Contractor shall indemnify and defend RSD in the event Contractor fails to comply with any applicable state or federal law, rule, or regulation.
15. Successors in Interest. This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
16. No Third-Party Beneficiaries. RSD and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
17. Hours of Labor. This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
  - a. Maximum Hours: Employees shall be paid at least time and a half pay for all time worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).
  - b. Exemption: The requirements of Section 15(a) do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
  - c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
18. Time Limitation on Claim for Overtime. This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has: (1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and (2) Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.
19. Hazardous Materials. Contractor shall notify RSD before using any products containing hazardous materials to which RSD employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon RSD request, Contractor must immediately provide Material Safety Data Sheets to RSD for all materials subject to this provision.
20. Errors. Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to RSD.
21. Access to Records; Contractor Financial Records. Contractor agrees that RSD and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records") directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to clearly document Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this

Contract, whichever date is later.

22. **Ownership of Work Products.** Contractor agrees that any and all goods or services provided by or developed for RSD are intended as “works made for hire” by Contractor for RSD. As a work made for hire, all work products (including intellectual property) created by the Contractor, as part of Contractor’s performance under this Contract shall be the exclusive property of the RSD. If any such work products contain Contractor’s intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants RSD a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. RSD claims no right to any pre-existing work product of Contractor provided to RSD by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for RSD use only.
23. **Work Performed on RSD Property.** Contractor shall comply with the following:
- a. **Identification:** When performing work on RSD property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the RSD in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any RSD personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to RSD, RSD may provide, at its sole discretion, RSD-produced identification tags to Contractor, with costs to be borne by Contractor.
  - b. **Sign-in Required:** As required by schools and other RSD locations, each that day Contractor’s employees are present on RSD property, those employees must sign into the location’s main office to receive an in-school identification/visitors tag. Contractor’s employees must display this tag on their person at all times while on RSD property.
  - c. **No Smoking:** All RSD properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on RSD property.
  - d. **No Drugs:** All RSD properties are drug-free zones as enforced by local law enforcement.
  - e. **No Weapons or Firearms:** Except as provided by statute and RSD policy, all RSD properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on RSD property.
24. **Unsupervised Contact with Students.** This provision is required by statute. “Unsupervised contact” with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct RSD supervision. As required by ORS 326.603, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on RSD property. Contractor will work with RSD to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify RSD before beginning any work that could result in such contact. Contractor authorizes RSD to obtain information about Contractor and its history and to conduct criminal background checks, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize RSD to conduct these background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background checks. RSD may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly. If Contractor has unsupervised contact with students, Contractor acknowledges District’s obligations related to reporting of child abuse and sexual conduct. If there are reports or allegations of sexual conduct or abuse involving one of Contractor’s employees, Contractor agrees to immediately remove that employee from providing services to the District. Contractor will follow District’s requests for removal of such employees following a report or allegation. Contractor will cooperate in any investigation being conducted by District, law enforcement, DHS, ODE and/or TSPC. Contractor has received information regarding abuse and sexual conduct and District will provide current information to Contractor on an annual basis.
25. **Confidentiality; FERPA Redisdisclosure.** Family Education Rights and Privacy Act (“FERPA”) prohibits the redisdisclosure of confidential student information. Except in very specific circumstances, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. Any redisdisclosure of confidential student information must be in compliance with the redisdisclosure laws of FERPA. Contractor is not to redisdisclose information without prior written notification to ~~and~~ written permission of RSD.

26. Security. Any disclosure or removal of any RSD matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to, attorney fees resulting from any action or suit brought against RSD because of Contractor's willful or negligent release of information, documents, or property contained in or on RSD property. RSD hereby deems all information, documents, and property contained in or on RSD property privileged and confidential.
27. Employee Removal. At RSD's request, Contractor shall immediately remove any Contractor employee from all RSD properties in cases where RSD in its sole discretion determines that removal of that employee is in RSD's best interests.
28. Remedies. In case of Contractor breach of this Contract, RSD shall be entitled to any other available legal and equitable remedies. In case of RSD breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
29. Controlling Law; Venue. The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.
30. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
31. Counterparts. The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
32. Entire Agreement. When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
33. Notices. All notices or demands of any kind required or desired to be given by RSD or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.
34. This contract may be terminated by either party with a 30-day written notice. The RSD can immediately terminate the Agreement if the Contractor and/or any of the Contractor's employees or agents endanger the health or safety of RSD students or employees.
35. Standards. Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.
36. Performance. Should the Contractor fail to perform the scope of work or meet the performance standards of the RFP and/or contract, the Contracting Agency may (a) reduce or withhold payment under the contract, (b) require the Contractor to perform, at the Contractor's expense, any additional work necessary to perform the scope of work to meet the performance standards established under the contract, and/or (c) to declare a default of the resulting Contract, to terminate the resulting Contract, and to seek damages and other relief available under the resulting Contract and/or applicable law.

**IN WITNESS WHEREOF**, the parties do execute this Agreement, and except as provided above, the undersigned warrant to the other that they are executing this agreement pursuant to authority.

**Reynolds School District #7**

**Contractor**

\_\_\_\_\_  
Signature of Superintendent or Authorized Signer

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

**Review required for final authorization**

\_\_\_\_\_  
Signature of Program Director

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Site Manager

\_\_\_\_\_  
Date Signed

- Account code for applicable charges** \_\_\_\_\_  
*(Required for revenue, expense, and pass-through funds)*
- Board approval required if estimated charges exceed \$150,000      Board approval date: \_\_\_\_\_
- Background check completed (required if in direct contact with students)
- Certificate of insurance provided

**REYNOLDS SCHOOL DISTRICT #7****WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM FOR COVID-19**

This WAIVER OF LIABILITY AND HOLD HARMLESS ADDENDUM (herein referred to as the "Addendum") amends the terms of the Agreement between Contractor and the Reynolds School District #7. All terms of the Agreement are incorporated herein by this reference.

The novel coronavirus ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies have provided orders, regulations, and guidance regarding COVID-19.

**COVID-19 Liability.** Contractor understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention ("CDC") guidelines and federal, state, and local orders regarding COVID-19. Contractor acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments. Contractor shall indemnify, defend, and hold harmless Reynolds School District #7 from and against any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of Contractor's failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19.

**COVID-19 Termination.** Reynolds School District #7 may terminate this Agreement immediately and without notice if it is found that Contractor has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments.

**Force Majeure.** Neither Reynolds School District #7 nor Contractor shall be responsible for delay, default, or termination of contract caused by any contingency beyond their control, including, but not limited to: war or insurrection (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including, but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; strikes or lockouts by the Parties' own employees; walkouts by the Parties' own employees; fires; natural calamities; riots; or requirements of governmental agencies.

**Reynolds School District #7****Contractor**


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 Signature of Superintendent or Authorized Signer

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 Signature of Contractor

---

 Printed Name

---

 Contractor Name

---

 Title

---

 Contractor Title

---

 Date Signed

---

 Date Signed

December 2, 2021

TO: JELENA DONEY, EXECUTIVE ASSISTANT TO SUPERINTENDENT

FROM: WINSTON WRIGHT, PRESIDENT

RE: **REVISED MEMORANDUM FOR RSD SECURITY; RATES & OTHER CONSIDERATIONS**

Ms. Doney:

I have reviewed the draft contract you sent November 30. The purpose of this memorandum is to offer rate details for Section 4 (including a contingency allowance), and to offer comments for clarification on Section 24 and Section 25.

#### **Section 4, Service Rates**

My understanding is that security coverage is required Monday through Friday, by two officers per location, for the Reynolds Middle School and Reynolds High School. In addition the “Bus Barn,” requires a single officer, for 12 hours in the evening, as well as a continuous presence Friday evening through Monday morning. All hourly billing rates for this coverage shall be \$50.00 per hour. The projected service billing rates are summarized in the table below. The estimated total covers the time period from December 10, 2021 through June 30, 2022:

<b>LOCATION</b>	<b>REQUESTED COVERAGES</b>	<b>TOTAL ESTIMATED WEEKLY COVERAGE HOURS</b>	<b>WEEKLY STANDARD BILLING ESTIMATE</b>
Reynolds Middle School	<ul style="list-style-type: none"> <li>➤ Monday, 07:45 – 15:15;</li> <li>➤ Tuesday – Friday, 06:45 – 15:15;</li> </ul>	41.5 weekly hours per officer; 83 weekly hours total	\$4,150
Reynolds High School	<ul style="list-style-type: none"> <li>➤ Monday, 08:15 – 15:15;</li> <li>➤ Tuesday – Friday, 07:00 – 15:15;</li> </ul>	40 weekly hours per officer; 80 weekly hours total	\$4,000
“Bus Barn”	<ul style="list-style-type: none"> <li>➤ Monday – Friday, 17:00 – 05:00;</li> </ul> Continuous coverage: <ul style="list-style-type: none"> <li>➤ Fridays, 18:00 through Mondays, 06:00</li> </ul>	120 weekly hours	\$6,000
<b>TOTAL</b>			<b>\$14,150 PER WEEK</b>

There are some possible service needs that are not included in the table above. Based on my experience with other school districts, it is possible that security officers may need to occasionally arrive early or depart late. Additionally, in my earlier conversations with Superintendent, Dr. Diaz and Assistant Superintendent, Dr. Ortiz, it was conveyed to me that Reynolds School District may require training and consulting from

Wright Security's lead instructor and consultant, Trina Morgan. The bill rate for Ms. Morgan is \$150.00 per hour. I understand there may also be an occasional security request for athletic events or extra-curricular events, but those requirements are yet to be confirmed.

There are a variety of ways we could address the remaining possibilities for security coverage. For simplicity, I have estimated two contingencies in this proposal.

- Contingency 1 would allow for 10% additional security coverage on the Middle School, High School, and Bus Barn, as well as for extra-curriculars or athletic events.
- Contingency 2 would allow for approximately one training or consulting meeting per month. Ms. Morgan's program on school security specifically is roughly two and a half hours. The standard DPSST unarmed certification class is 14 hours. I have used eight hours per month as an approximation for Ms. Morgan's time on this contingency.

I need to qualify these contingency estimates by emphasizing that this is not necessarily the way we need to address the possibility of additional security coverage. This is only one solution in a multitude of options. If Reynolds School District would prefer to sign a second agreement for as-needed coverage, or add an amendment later, once these requirements are known, I am amenable to that. We could also include some sort of written requirement to activate either contingency, although I would encourage Reynolds School District to allow at least some modest "head room" for last minute needs at the school, should officers need to stay late or arrive early.

There are approximately 29 weeks (about seven months) between now and June 30, 2022. The final "not to exceed" estimation is outlined below and has incorporated the contingencies I outlined in the preceding paragraph.

- Security coverages for the two schools and bus barn for 29 weeks = \$410,350
- Contingency 1 allowance (10%) for additional security, including events = \$ 41,035
- Contingency 2 allowance for Ms. Morgan's curriculum/DPSST training = \$ 8,400

**FOR THE PURPOSES OF THE REYNOLDS SCHOOL DISTRICT SECURITY SERVICES PROPOSAL, PROVIDED BY WRIGHT SECURITY ENTERPRISES, LLC, THE TOTAL BILLING FOR SECURITY SERVICES FROM DECEMBER 1, 2021 TO JUNE 30, 2022 SHALL NOT EXCEED:**

**FOUR HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED EIGHTY-FIVE DOLLARS AND NO/100 (\$459,785).**

If my methodology in arriving at this figure is unsuitable to the Reynolds School District, please let me know. I am happy to offer alternative solutions for calculating this figure.

#### **Points of Clarification Required for Section 24**

Section 24 of the draft contract references ORS 326.603 and contains language that essentially bars Wright Security officers or personnel from having "unsupervised contact" with students. While we do not yet have Standard Operating Procedures in hand for servicing this contract, I need to get some clarification on the definition of "unsupervised contact." I was alerted to the possibility that officers in Wright Security's employ may need to break up altercations between students on the school grounds. I was also alerted to the possibility that students may lock themselves in a bathroom and not come out for hours. It may be reasonable to assume there will not be administration or faculty in the immediate vicinity when Wright Security officers need to address these situations.

We can address both of these issues, and have done so in servicing other contracts, but I need to make sure both RSD and WSE have an understanding about what is appropriate contact under these (and similar) scenarios. I do not want to put WSE officers in a position where they would cause a breach of Section 24 in attempting to mitigate the security issues I outlined above. I would propose a brief amendment defining “unsupervised contact” that acknowledges and defines the appropriate action in these scenarios. If this issue is already clarified in the forthcoming Statement of Work, you may disregard my concerns on Section 24.

#### **Points of Clarification Required for Section 25**

Section 25 of the draft contract bars Wright Security and its officers from disclosing confidential information of students and their families learned while servicing this contract. The one concern I have over this section is that WSE security personnel officers would typically attempt to obtain student identification and general information in the event that the student is involved in an incident. Depending on the severity of the incident, law enforcement may become involved. We would typically relay this general identification information and other pertinent details to law enforcement, but only if necessary. I need to make sure RSD and WSE have an understanding about the procedures when confronted with this scenario, so we may stay in compliance with the contract. Again, if this issue is already clarified in the Statement of Work, you may disregard my concerns on Section 25.

#### **Final Points**

I speak for my entire organization when I say we are pleased to have the opportunity to offer this proposal to Reynolds School District. I am happy to answer any questions or address any concerns RSD may have. Thank you for your time and consideration.

CC: Dr. Danna Diaz, Superintendent  
Dr. Christopher Ortiz, Assistant Superintendent



*As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.*

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Dr. Koreen Barreras-Brown, Chief Academic Officer

**Subject: HB Lee Middle School Calendar Update**

Policy: [School Year / School Calendar – IC/ICA](#)

Date: December 15, 2021

<b>Action</b>	<input checked="" type="checkbox"/>
<b>Report</b>	<input type="checkbox"/>

**Connection to School Board Core Beliefs and Commitments**

Safety       Equity       Instructional Practice       Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

**Summary:**

The District is requesting that the current (SY 2021-22) HB Lee Middle School staff and student calendars be updated to allow for two full days of staff professional development on Monday, January 3 and Tuesday, January 4, 2022. This will give staff professional learning time to develop systems of support and improve student and staff safety at HB Lee.

**Previous Board Action:**

The Board approved the 2021-2022 middle school staff calendar at the February 24, 2021 Business meeting and approved the 2021-2022 student calendars at the March 31, 2021 Business Meeting.

**Background:**

HB Lee Middle School has been experiencing student and staff social-emotional wellness and safety concerns causing disruption in the school day, similar to the experience at Reynolds Middle School this school year. Staff shortages and staff absenteeism have further stressed student engagement as staff have not had the time to develop a shared understanding and shared SEL/PBIS lesson plans for advisory classes. HB Lee teaching and support staff would like to take the time on January 3-4 for professional learning focused on developing relevant lesson plan content and care and connection activities to limit further disruption of student learning for the 2021-2022 school year. Of note, all elementary students are already out on Monday, January 3, 2022.

**Financial Implications:**

Not Applicable

**Alternatives:**

Alternatively, the calendars could be updated to allow for ½ day of professional development on January 3 and 4, rather than a full day of professional development on both days.

Another alternative is that the calendar not be adjusted and no additional professional development time will be offered in the calendar.

**Staff Recommendation:**

Staff recommends that the Board approve updating the current HB Lee Middle School staff and student calendars to allow for staff professional development on Monday, January 3 and Tuesday, January 4, 2022.

**Motion:**

- A. Motion Made by Board Member:
- B. I move that the Board approve the updates to the HB Lee Middle School staff and student calendars allowing for staff professional development days on Monday, January 3 and Tuesday, January 4, 2022.
- C. Motion Seconded by Another Board Member
- D. Points of Clarification / Discussion
- E. Call for Board Vote

**Alternative Motion:**

- A. Motion Made by Board Member:
- B. I move that the Board approve the updates to the HB Lee Middle School staff and student calendars allowing for staff professional development ½ days on Monday, January 3 and Tuesday, January 4, 2022.
- C. Motion Seconded by Another Board Member
- D. Points of Clarification / Discussion
- E. Call for Board Vote

# Reynolds School District | 2021-2022 H. B. Lee MS Certified Staff Calendar

**26** New Teachers Only  
**30** Building Staff Development  
**31** Building Staff Development

**JANUARY 2022**

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

**3** Building Staff Development  
**4** Building Staff Development  
**17** Holiday  
**27** End of Semester  
**28** Grading/Evaluation  
**31** Mid-Year Planning

**10, 24** 1 hr 10 min Late Start for Teacher PD

**1** District Professional Development  
**2** Teacher Work Day  
**3** Non-Contract  
**6** Holiday  
**7** Student's First Day (6<sup>th</sup> Grade)  
**8** Student's First Day (7<sup>th</sup>, 8<sup>th</sup> Grade)  
**13, 20, 27** 1 hr 10 min Late Start for Teacher PD

**FEBRUARY 2022**

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

**21** Holiday

**7, 14, 28** 1 hr 10 min Late Start for Teacher PD

**AUGUST 2021**

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

**MARCH 2022**

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

**16** ½ PD/½ Conference Prep  
**17** Conferences  
**18** Conferences  
**21-25** Spring Break

**7, 14, 28** 1 hr 10 min Late Start for Teacher PD

**SEPTMBER 2021**

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

**APRIL 2022**

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

**8** Grading/Evaluation

**4, 11, 18, 25** 1 hr 10 min Late Start for Teacher PD

**8** Non-Contract/Statewide Inservice  
**20** Conference Prep  
**21** Conferences  
**22** Conferences

**OCTOBER 2021**

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

**11** Holiday  
**12** Grading/Evaluation  
**25** Holiday  
**26** Thanksgiving Break

**NOVEMBER 2021**

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

**20-22** Winter Break  
**23** Holiday  
**24** Holiday  
**27-30** Winter Break  
**31** Holiday

**MAY 2022**

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

**30** Holiday

**2, 9, 16, 23** 1 hr 10 min Late Start for Teacher PD

**6, 13** 1 hr 10 min Late Start for Teacher PD

**DECEMBER 2021**

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

**15** Student's Last Day  
**16** Grading/Evaluation  
**17** Post Instructional Day

**6, 13** 1 hr 10 min Late Start for Teacher PD



# Reynolds School District | 2021-2022 MS Certified Staff Calendar

**26** New Teachers Only  
**30** Building Staff Development  
**31** Building Staff Development

**JANUARY 2022**

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

**17** Holiday  
**27** End of Semester  
**28** Grading/Evaluation  
**31** Mid-Year Planning

3, 10, 24 1 hr 10 min Late Start for Teacher PD

**AUGUST 2021**

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

**FEBRUARY 2022**

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

**21** Holiday

7, 14, 28 1 hr 10 min Late Start for Teacher PD

**1** District Professional Development  
**2** Teacher Work Day  
**3** Non-Contract  
**6** Holiday  
**7** Student's First Day (6<sup>th</sup> Grade)  
**8** Student's First Day (7<sup>th</sup>, 8<sup>th</sup> Grade)  
**13, 20, 27** 1 hr 10 min Late Start for Teacher PD

**SEPTEMBER 2021**

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

**MARCH 2022**

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

**16** ½ PD/½ Conference Prep  
**17** Conferences  
**18** Conferences  
**21-25** Spring Break

7, 14, 28 1 hr 10 min Late Start for Teacher PD

**8** Non-Contract/Statewide Inservice  
**20** Conference Work Day  
**21** Conferences  
**22** Conferences  
**4, 11, 18, 25** 1 hr 10 min Late Start for Teacher PD

**OCTOBER 2021**

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

**8** Grading/Evaluation  
**4, 11, 18, 25** 1 hr 10 min Late Start for Teacher PD

**APRIL 2022**

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

**11** Holiday  
**12** Grading/Evaluation  
**25** Holiday  
**26** Thanksgiving Break  
**1, 8, 15, 22, 29** 1 hr 10 min Late Start for Teacher PD

**NOVEMBER 2021**

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

**30** Holiday  
**2, 9, 16, 23** 1 hr 10 min Late Start for Teacher PD

**MAY 2022**

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

**20-22** Winter Break  
**23** Holiday  
**24** Holiday  
**27-30** Winter Break  
**31** Holiday  
**6, 13** 1 hr 10 min Late Start for Teacher PD

**DECEMBER 2021**

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

**15** Student's Last Day  
**16** Grading/Evaluation  
**17** Post Instructional Day  
**6, 13** 1 hr 10 min Late Start for Teacher PD

**JUNE 2022**

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

# REYNOLDS SCHOOL DISTRICT

## H. B. Lee Middle School Student Calendar

### 2021-2022 SCHOOL YEAR

Board Approved  
12/15/21

#### September 2021

- 7 Student's First Day (6<sup>th</sup> Grade)
- 8 Student's First Day (7<sup>th</sup>, 8<sup>th</sup> Grade)
- 13 Late Start
- 20 Late Start
- 27 Late Start

SEPTEMBER 2021						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	F	F	9	10	11
12	L	14	15	16	17	18
19	L	21	22	23	24	25
26	L	28	29	30		

#### School Start Times

H. B. Lee  
Walt Morey  
Reynolds Middle

7:30 AM to 2:15 PM Late Start 8:40 AM

#### October 2021

- 4 Late Start
- 8 \*No School for Students or Staff
- 11 Late Start
- 18 Late Start
- 21-22 \*No School/Conferences
- 25 Late Start

OCTOBER 2021						
S	M	T	W	Th	F	S
					1	2
3	L	5	6	7	N	9
10	L	12	13	14	15	16
17	L	19	N	PC	PC	23
24	L	26	27	28	29	30
31						

#### MARCH 2022

MARCH 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	L	8	9	10	11	12
13	L	15	N	PC	PC	19
20	H	H	H	H	H	26
27	L	29	30	31		

#### March 2022

- 7 Late Start
- 14 Late Start
- 16 \*No School/Conference Prep
- 17-18 \*No School/Conferences
- 21-25 \*No School/Spring Break
- 28 Late Start

#### November 2021

- 1 Late Start
- 8 Late Start
- 11 \*No School/Veteran's Day
- 12 \*No School/Pupil Evaluation
- 15 Late Start
- 21 Late Start
- 25-26 \*No School/Thanksgiving Break
- 29 Late Start

NOVEMBER 2021						
S	M	T	W	Th	F	S
	L	2	3	4	5	6
7	L	9	10	H	G	13
14	L	16	17	18	19	20
21	L	23	24	H	H	27
28	L	30				

#### APRIL 2022

APRIL 2022						
S	M	T	W	Th	F	S
					1	2
3	L	5	6	7	G	9
10	L	12	13	14	15	16
17	L	19	20	21	22	23
24	L	26	27	28	29	30

#### April 2022

- 4 Late Start
- 8 \*No School/Pupil Evaluation
- 11 Late Start
- 18 Late Start
- 25 Late Start

#### December 2021

- 6 Late Start
- 13 Late Start
- 20-31 \*No School/Winter Break

DECEMBER 2021						
S	M	T	W	Th	F	S
			1	2	3	4
5	L	7	8	9	10	11
12	L	14	15	16	17	18
19	H	H	H	H	H	25
26	H	H	H	H	H	

#### MAY 2022

MAY 2022						
S	M	T	W	Th	F	S
1	L	3	4	5	6	7
8	L	10	11	12	13	14
15	L	17	18	19	20	21
22	L	24	25	26	27	28
29	H	31				

#### May 2022

- 2 Late Start
- 9 Late Start
- 16 Late Start
- 23 Late Start
- 30 \*No School/Memorial Day

#### January 2022

- 3 No School for Students
- 4 No School for Students
- 10 Late Start
- 17 \*No School/MLK Day
- 24 Late Start
- 27 End of 1<sup>st</sup> Semester
- 28 \*No School/Pupil Evaluation
- 31 \*No School/Planning

JANUARY 2022						
S	M	T	W	Th	F	S
						1
2	N	N	5	6	7	8
9	L	11	12	13	14	15
16	H	18	19	20	21	22
23	L	25	26	27	G	29
30	N					

#### JUNE 2022

JUNE 2022						
S	M	T	W	Th	F	S
			1	2	3	4
5	L	7	8	9	10	11
12	L	14	F	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

#### June 2022

- 6 Late Start
- 13 Late Start
- 15 Last Day of School

#### February 2022

- 7 Late Start
- 14 Late Start
- 21 \*No School/President's Day
- 28 \*No School/Planning Late Start

FEBRUARY 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	L	8	9	10	11	12
13	L	15	16	17	18	19
20	H	22	23	24	25	26
27	L					

F = First Day of School (See grade level) or Final Day (in June)

L = Late Start (school starts 1 hour 10 minutes later)

\*Dates in Bold = No School Day for Students

N = No school for students.

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H = No school for students or staff for Holiday Break.

G = No school for students. Staff report for grading/evaluation.

# REYNOLDS SCHOOL DISTRICT

## Middle School Student Calendar

### 2021-2022 SCHOOL YEAR

School Board Approved  
3/31/2021

#### September 2021

- 7 Student's First Day (6<sup>th</sup> Grade)
- 8 Student's First Day (7<sup>th</sup>, 8<sup>th</sup> Grade)
- 13 Late Start
- 20 Late Start
- 27 Late Start

SEPTEMBER 2021						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	F	F	9	10	11
12	L	14	15	16	17	18
19	L	21	22	23	24	25
26	L	28	29	30		

#### School Start Times

H. B. Lee  
Walt Morey  
Reynolds Middle

7:30 AM to 2:15 PM Late Start 8:40 AM

#### October 2021

- 4 Late Start
- 8 \*No School for Students or Staff
- 11 Late Start
- 18 Late Start
- 21-22 \*No School/Conferences
- 25 Late Start

OCTOBER 2021						
S	M	T	W	Th	F	S
					1	2
3	L	5	6	7	N	9
10	L	12	13	14	15	16
17	L	19	N	PC	PC	23
24	L	26	27	28	29	30
31						

#### MARCH 2022

MARCH 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	L	8	9	10	11	12
13	L	15	N	PC	PC	19
20	H	H	H	H	H	26
27	L	29	30	31		

#### March 2022

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- 14 Late Start
- 16 \*No School/Conference Prep
- 17-18 \*No School/Conferences
- 21-25 \*No School/Spring Break
- 28 Late Start

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- 1 Late Start
- 8 Late Start
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- 12 \*No School/Pupil Evaluation
- 15 Late Start
- 21 Late Start
- 25-26 \*No School/Thanksgiving Break
- 29 Late Start

NOVEMBER 2021						
S	M	T	W	Th	F	S
	L	2	3	4	5	6
7	L	9	10	H	G	13
14	L	16	17	18	19	20
21	L	23	24	H	H	27
28	L	30				

#### APRIL 2022

APRIL 2022						
S	M	T	W	Th	F	S
					1	2
3	L	5	6	7	G	9
10	L	12	13	14	15	16
17	L	19	20	21	22	23
24	L	26	27	28	29	30

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- 11 Late Start
- 18 Late Start
- 25 Late Start

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- 13 Late Start
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DECEMBER 2021						
S	M	T	W	Th	F	S
			1	2	3	4
5	L	7	8	9	10	11
12	L	14	15	16	17	18
19	H	H	H	H	H	25
26	H	H	H	H	H	

#### MAY 2022

MAY 2022						
S	M	T	W	Th	F	S
1	L	3	4	5	6	7
8	L	10	11	12	13	14
15	L	17	18	19	20	21
22	L	24	25	26	27	28
29	H	31				

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- 23 Late Start
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#### January 2022

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- 10 Late Start
- 17 \*No School/MLK Day
- 24 Late Start
- 27 End of 1<sup>st</sup> Semester
- 28 \*No School/Pupil Evaluation
- 31 \*No School/Planning

JANUARY 2022						
S	M	T	W	Th	F	S
						1
2	L	4	5	6	7	8
9	L	11	12	13	14	15
16	H	18	19	20	21	22
23	L	25	26	27	G	29
30	N					

#### JUNE 2022

JUNE 2022						
S	M	T	W	Th	F	S
			1	2	3	4
5	L	7	8	9	10	11
12	L	14	F	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

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- 15 Last Day of School

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- 28 \*No School/Planning Late Start

FEBRUARY 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	L	8	9	10	11	12
13	L	15	16	17	18	19
20	H	22	23	24	25	26
27	L					

F = First Day of School (See grade level) or Final Day (in June)

L = Late Start (school starts 1 hour 10 minutes later)

\*Dates in Bold = No School Day for Students

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PC = No school for students. Parent conferences.

H = No school for students or staff for Holiday Break.

G = No school for students. Staff report for grading/evaluation.



*As a community, we prepare lifelong learners to achieve their full potential in a complex and interconnected world.*

To: Board of Directors  
From: Dr. Danna Diaz, Superintendent of Schools  
Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent  
**Subject: Board Discussion**  
Policy: [Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF](#)  
Date: December 15, 2021

Action	<input type="checkbox"/>
Report	<input checked="" type="checkbox"/>

---

**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

---

**Summary:**

Members of the Reynolds School Board will communicate ideas or requests for presenters at upcoming board meetings, agenda setting, or requests for reports.

**Previous Board Action:**

Not Applicable

**Background:**

Not Applicable

**Financial Implications:**

Not Applicable

**Alternatives:**

Not Applicable

**Staff Recommendation:**

Not Applicable

**Motion:**

Not Applicable

To: Board of Directors

From: Dr. Danna Diaz, Superintendent of Schools

Prepared by: Kaylie Jeffries, Executive Assistant to the Superintendent

**Subject: Adjourn**

Policy: [Board Meetings – BD/BDA, Conduct of Board Meetings – BDDF](#)

Date: December 15, 2021

Action	<input checked="" type="checkbox"/>
Report	<input type="checkbox"/>

---

**Connection to School Board Core Beliefs and Commitments**

Safety     Equity     Instructional Practice     Organizational Culture

**Strategic Plan Goal Topic 3: Student and Staff Wellness**

We will promote a healthy learning and working environment which provides students and staff with the skills, social support, and environmental reinforcement they need to adopt long-term, healthy behaviors.

---

**Adjournment**

