# TWIN FALLS SCHOOL DISTRICT #411 SCHOOL BOARD MEETING HELD AT:

## HELD AT: CANYON RIDGE HIGH SCHOOL BOARD ROOM 300 NORTH COLLEGE ROAD SUITE #301 TWIN FALLS, IDAHO 83301

### NOVEMBER 14, 2016 – Amended 11-11-16 7:00 P.M. AGENDA

**OUR MISSION:** 

LIFE.

 $TO\ PROVIDE\ A\ QUALITY$ 

EDUCATION NECESSARY FOR STUDENTS TO BE SUCCESSFUL IN

The School District Board Room is

accessible to the physically disabled.

Interpreters for persons with hearing impairments, and brailed or taped

information for persons with visual

Sonia DeLeon at 733-6900.

impairments, can be provided upon 5

days' notice. For arrangements contact

I. Call to Order

II. Pledge of Allegiance

III. Procedural Matters

A. Action Items:

1. Approval of Agenda (Additions and Deletions)

IV. Unscheduled Delegations (Audience to Address the Board)

V. Consent Calendar

A. Approval of Minutes from the October 10 and 26, 2016 meetings

B. Approval of Board Financial Reports

C. Approval of Building Financial Reports

D. Approval of Monthly Long Term Suspension Report

E. Approval of Contracts for Private Service Providers (PSP)/Consultants

F. Approval of Certified Retirement

G. Approved of Release of Certified Contract

H. Approval of New Classified Employees

I. Approval of Classified Resignations

J. Approval of Extra Curricular Employees

K. Approval of Extra Curricular Resignations

L. Approval of Alternative Authorizations

M. Approval of Student Teachers

N. Approval of Early Graduate Request

VI. Superintendent's Report

A/B. Certified Employee of the Month for Support Services & Magic Valley High School

C/D. Classified Employee of the Month for Support Services & Magic Valley High School

VII. Instruction

A. Information Items:

1. Continuous Improvement – Elementary and Secondary Individual School Plans

B. Action Items: (None)

VIII. Budget and Finance

A. Information Items:

1. Middle School AD Recommendation

2. District Financial Report

3. Facilities Update Report

4. Selection of Architect for Magic Valley High School Project

5. Selection of CM/GC for Magic Valley High School Project

B. Action Items:

1. Selection of Architect for Magic Valley High School Project

2. Selection of CM/GC for Magic Valley High School Project

IX. Personnel

A. Information Items:

1. Superintendent Search Update

B. Action Items:

1. Job Description – Community Relations Director/District Organizational Chart

X. Board Goals

A. Information Items:

1. ISBA Convention Report

B. Action Items: (None)

XI. Future Agenda Items

A. Legislative Tour – NEW DATE: November 29, 2016

B. No Second Meeting in November – Next Meeting December 12, 2016

XII. Executive Session as per Idaho Code 74-206(1) Subsection (b)

(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, employee, staff member, or student.

Action:

A. Student Discipline Action

B. Personnel Action

XIII. Adjourn

## WORKING WITH YOUR SCHOOL BOARD

<u>WELCOME</u> to another Twin Falls School District Board of Trustees Meeting. You are encouraged to attend all regular board meetings.

We are proud of our school system and the board members are dedicated to the continued improvement of the Twin Falls Schools.

We understand that from time to time patrons of school districts have concerns and feel a need to bring those concerns to the attention of the school or teachers. In order to maintain continuity and best resolve these concerns, we recommend to our patrons the following procedures:

- 1. The first and most effective step is to take the concern to the staff member who is closest to the problem. (In many cases this will be the teacher, coach, etc.) We have found that most problems are resolved at this level.
- 2. If there is still a concern on the matter, we then recommend that the concern be brought to the attention of the Principal. We have found that unresolved concerns from item #1 are usually resolved satisfactorily by the building administrator.
- 3. If the concern is not satisfactorily resolved at that level, then the concern should be taken to the Director of Elementary Programs or Director of Secondary Programs.
- 4. If the concern is not satisfactorily resolved at that level, then the concern should be taken to the Superintendent of Schools. Difficult concerns can usually be resolved.
- 5. However, if the patron still feels the concern has not been properly resolved he/she may use the right of appeal to the Board of Trustees. This is done by calling or writing to the Superintendent and asking for the item to be placed on the agenda of the next regularly scheduled board meeting.
- 6. If you desire to address the board, we would like you to be as comfortable as possible. As a board we hold public meetings which are not public forums and therefore have rules which are necessary for the benefit of all. The following guidelines will assist you as you present your information to the board.
  - A. Prepare your thoughts ahead of time. Usually a brief written outline handed to each board member helps the board follow your presentation. This outline would also give them something upon which to make notes as you speak.
  - B. If a group is involved, select one individual to be your spokesperson. He/she can then guide the presentation with the board and help the board chairman in directing questions to the group.
  - C. Plan your presentation to be as brief as possible. This should include a question/answer period. If more time is needed it is best to give a complete written presentation to the board for their future study. If you give more than five to six minutes of testimony, time restraints will make it difficult for the board to respond that same evening.
  - D. Usually the board will direct the administration to help resolve the concerns and ask for a report back to the board at a later date. However, please remember a solution may take time to be resolved.

We are eager to have our patrons and school staff working together for the improvement of education in the Twin Falls Schools.

Thank you for coming. Please come again.

#### TWIN FALLS PUBLIC SCHOOLS

## School District No. 411

201 MAIN AVENUE WEST TWIN FALLS, IDAHO 83301 (208) 733-6900

October 10, 2016 7:00 p.m.

- I. Call to Order The Board of Trustees of School District No. 411, Twin Falls County, State of Idaho, met in its regular monthly meeting at Canyon Ridge High School boardroom #301 located at 300 North College Road, Twin Falls, Idaho, at the hour of 7:00 p.m., on Monday, October 10, 2016. The following trustees were present: Chairman Bernie Jansen, Trustees Bryan Matsuoka, Mary Barron, Liyah Babayan, and Paul McClintock. There were also present Superintendent of Schools, Wiley J. Dobbs; Board Clerk, Michelle Lucas; Director of Fiscal Affairs, Bob Seaman; Director of Elementary Programs, Teresa Jones; Director of Secondary Programs, L.T. Erickson; Director of Human Resources, Shannon Swafford; Director of Educational Technology and Operations, Brady Dickinson as well as interested patrons, employees, and the media.
- II. Pledge of Allegiance The Board of Trustees stood and recited the Pledge of Allegiance to the Flag.
- III. Procedural Matters Action Items
- 1. Approval of Agenda (Additions and Deletions) Chairman Jansen asked if there were any additions or deletions to the agenda. There were none. Trustee McClintock moved to approve the agenda as submitted. Trustee Barron seconded the motion. The motion passed unanimously.
- <u>IV.</u> <u>Unscheduled Delegations (Audience to Address the Board)</u> Chairman Jansen asked if there was anyone wishing to address the **Board**. There was no one.
- V. Consent Calendar Trustee McClintock moved to approve the consent calendar which included: minutes from the September 14, and 28, 2016 board meetings; board financial reports; building financial reports; monthly long term suspension report; early graduation requests from Caitlyn Trammell, Masib Perez, Jordan Osburne, and Hallie Thompson; and disposal of district property less than \$500: Prentice Hall math textbooks; The motion was seconded by Trustee Barron. Motion passed unanimously.

## VI. Superintendent's Report

- A/B. Superintendent Dobbs announced the certified employee of the month from Bickel Elementary School for the month of October as Briana Rieth, 5<sup>th</sup> grade teacher and classified employee of the month as Kayla Paulk, para-educator at Bickel Elementary School. Superintendent Dobbs read a brief resume' and presented Ms. Rieth and Ms. Paulk with a gift, plaque, and a gift certificate to La Casita. Ms. Rieth and Ms. Paulk thanked the board for the honor.
- C. Retired Superintendent from Meridian, Christine Donnell now with Idaho School Board Associations, outlined their services and timeline for conducting a superintendent search.

After many questions and much deliberations Vice Chairman Matsuoka moved to approve to contract with ISBA, option number two, for Twin Falls School Districts superintendent search. Trustee Barron seconded the motion. Motion passed unanimously.

- VII. Instruction A: Information Items None
- VII. Instruction B: Action Items: None

## VIII. Budget & Finance A: Information Items:

- 1. Fiscal Affairs Director, Bob Seaman shared a rough draft of the 2015-2016 Annual IFARMS report showing the combined statement of revenues and expenditures with changes from budgeted amounts to actual balances for each fund. This represents the annual financial condition of the district. Mr. Seaman shared a spreadsheet showing revenue and expenditures summary statement for 2015-2016. Numbers on the IFARMS summary sheet will be shared again when the auditor is in attendance at the next board meeting October 26, 2016.
- 2. The board reviewed the ISBA resolutions that will be presented at the 2016 Annual ISBA Convention in November for consideration.

## VIII. Budget & Finance B: Action Items:

- 1. Trustee McClintock moved to approve the 2015-2016 Annual IFARMS report. Trustee Babayan seconded the motion. Motion passed unanimously.
- IX. Personnel A: Information Items: None
- IX. Personnel B: Action Items:
- 1. Trustee Barron moved to approve administrators', and ISBA 8000 and 9000 sections recommended policy changes and ISBA quarterly policy revision recommendations as submitted last month. Vice Chairman Matsuoka seconded the motion. Motion passed unanimously.
- X. Board Goals A: Information Items: None
- X. Board Goals B: Action Items:
- 1. 2015-2020 Strategic plan/2016-2017 board tasks returned for action. After a brief discussion Trustee McClintock moved to approve the 2016-2017 board tasks as amended. Trustee Babayan seconded the motion. Motion passed unanimously.

### XI. Future Agenda Items

1. Twin Falls School District #411 Board of Trustees will meet on Wednesday, October 26, 2016 at 7:00 p.m. at Canyon Ridge High School in room 301. The Twin Falls School Districts' auditor Raymond Ware with Ware and Associates will be on hand to review the annual audit and answer any questions the board may have.

With no further business at hand, Trustee McClintock moved that the Board retire into executive session as per Idaho Code 74-206(1) subsection (b) to consider student discipline. Trustee Babayan seconded the motion. Chairman Jansen asked the Clerk Michelle Lucas to poll the board. Roll call vote was as follows: Chairman Bernie Jansen – Yes; Vice Chairman Bryan Matsuoka – Yes; Trustee Mary Barron – Yes; Trustee Liyah Babayan – Yes; and Trustee McClintock - Yes. Motion carried. The time was 8:45 p.m.

Trustee McClintock moved to return to open session. Trustee Barron seconded the motion. Motion passed unanimously. The time was 8:46 p.m.

Vice Chairman Matsuoka moved to expel one (1) student from school as per administration recommendation, for an indefinite period of time, and that this student be expelled from school as defined in Idaho Code 33-205 and that this student be placed under the purview of the Juvenile Correction Act, Idaho Code 20-510 and 20-511. Trustee Barron seconded the motion. Motion passed unanimously.

Trustee McClintock moved to adjourn the meeting. Trustee Barron seconded the motion and the motion passed unanimously. Meeting adjourned at 8:47 p.m.

ATTEST:	
	Chairman Bernie Jansen
Clerk Michelle Lucas	

TWIN FALLS PUBLIC SCHOOLS

## **School District No. 411**

201 MAIN AVENUE WEST TWIN FALLS, IDAHO 83301 (208) 733-6900 Executive Session October 10, 2016 7:30 a.m.

The Board of Trustees of Twin Falls School District #411 met in executive session on Monday, October 10, 2016, at 7:00 p.m., at Canyon Ridge High School Boardroom #301 located at 300 North College Road, Twin Falls, Twin Falls County, Idaho. Chairman Bernie Jansen conducted the meeting. Trustees Bryan Matsuoka, Mary Barron, Paul McClintock, and Liyah Babayan along with Superintendent of Schools, Wiley Dobbs; Board Clerk, Michelle Lucas; and Director of Secondary Programs, L.T. Erickson were in attendance.

With no further business at hand, Trustee McClintock moved that the Board retire into executive session as per Idaho Code 74-206(1) subsection (b) to consider student discipline. Trustee Babayan seconded the motion. Chairman Jansen asked the Clerk Michelle Lucas to poll the board. Roll call vote was as follows: Chairman Bernie Jansen – Yes; Vice Chairman Bryan Matsuoka – Yes; Trustee Mary Barron – Yes; Trustee Liyah Babayan – Yes; and Trustee McClintock - Yes. Motion carried. The time was 8:45 p.m.

Trustee McClintock moved to return to open session. Trustee Barron seconded the motion. Motion passed unanimously. The time was 8:46 p.m.

Vice Chairman Matsuoka moved to expel one (1) student from school as per administration recommendation, for an indefinite period of time, and that this student be expelled from school as defined in Idaho Code 33-205 and that this student be placed under the purview of the Juvenile Correction Act, Idaho Code 20-510 and 20-511. Trustee Barron seconded the motion. Motion passed unanimously.

Trustee McClintock moved to adjourn the meeting. Trustee Barron seconded the motion and the motion passed unanimously. Meeting adjourned at 8:47 p.m.

ATTEST:	
	Chairman Bernie Jansen
Clerk Michelle Lucas	

### TWIN FALLS PUBLIC SCHOOLS

## School District No. 411

201 MAIN AVENUE WEST

TWIN FALLS, IDAHO 83301 (208) 733-6900

> October 26, 2016 7:00 p.m.

- <u>I.</u> Call to Order The Board of Trustees of School District No. 411, Twin Falls County, State of Idaho, met in its regular monthly meeting at Canyon Ridge High School boardroom #301, located at 300 North College Road, Twin Falls, Idaho, at the hour of 7:00 p.m., on Wednesday, October 26, 2016. The following trustees were present: Chairman Bernie Jansen, Trustees Paul McClintock, Mary Barron, and Liyah Babayan. There were also present Superintendent of Schools, Wiley J. Dobbs; Board Clerk, Michelle Lucas; Director of Fiscal Affairs, Bob Seaman; Director of Educational Technology/Operations, Brady Dickinson; Director of Federal Programs, Policy, and Grants, Bill Brulotte; Director of Elementary Programs, Teresa Jones; Director of Secondary Programs, L.T. Erickson; Director of Human Resources, Shannon Swafford, as well as interested patrons, employees, and media. Vice Chairman Bryan Matsuoka was unable to attend.
- <u>II.</u> <u>Pledge of Allegiance</u> The Board of Trustees stood and recited the Pledge of Allegiance to the Flag.

## III. Procedural Matters Action Items

1. Approval of Agenda (Additions and Deletions) – Chairman Jansen asked if there were any additions or deletions to the agenda. There were none. Trustee McClintock move to approve the agenda as submitted. Trustee Babayan seconded the motion. Motion passed unanimously.

## IV. Unscheduled Delegation

- 1. Twin Falls patron Carter Killinger addressed the board about the agreement between the Twin Falls School District and the former Director of Support Services, Clara Allred. The board addressed his questions to the best of their ability with this personnel matter. Mr. Killinger thanked the board for hearing him out. Dr. Dobbs offered to meet with Mr. Killinger if he had additional questions.
- <u>V</u>. <u>Consent Calendar</u> Trustee McClintock moved to approve the consent calendar which included: certified release of contracts for Molly Breland as language arts teacher at O'Leary Middle School, and Jennifer Salinas as resource teacher at Oregon Trail Elementary School if

a suitable replacement can be secured; new teacher contract for Jamie Clarke; new classified employees for 2016-2017 school year: Aleisha Moore, Brenda Ulrich, Lynnette Tubbs, Cassondra Ferguson, Cheryl Cummings, Diane Cannon, Destiny Romans, Hannah Meyerhoeffer, Danielle Novak, Madison Falkman; in-district transfers for Kenneth Shaffer and Maciey Canoy; classified resignations from Tara Walker, Ron Gaus, and Kelly Jeroue; extra-curricular employees: Brett Graham, Chris Givens, Tasha Chadaz, Jared Dalton, Greg Gutierrez, and Hector Maldonado; extra-curricular resignations from Cristy Shirley, Jacoby Fox; extra-curricular resignations for 2017-2018 school year from Angela VanHofwegen and Stacy Boer; and requests for alternative authorization for Jamie Clarke, Melissa Woodland, Tona Casella, Corissa Johns, Cynthia Lincoln, and Brandon Glauner. The motion was seconded by Trustee Barron. Motion passed unanimously.

## VI. Budget & Finance A. Information Items:

1. Superintendent Dobbs introduced the auditor for Twin Falls School District #411 Raymond Ware with Ware and Associates to share the 2015-2016 Annual Audit report and to stand for questions. As part of the audit his firm does a risk assessment for fraud and embezzlement. He stressed that Twin Falls School District has impeccable policies and procedures in place and runs very well. His firm gave Twin Falls School District the best rating of "unmodified opinion" which means no changes are needed to the report and found it in good order with no violations. Currently Twin Falls County tax delinquency rate is between 2-3% which is an improvement from 6% during the recession. Mr. Ware stated Twin Falls School District's carryover is slightly up to approximately 28 days of operations.

## VI. Budget & Finance B. Action Items:

- 1. With no further questions for Accountant, Raymond Ware Trustee McClintock moved to approve the 2015-2016 Annual Audit report as presented. Trustee Barron seconded the motion. Motion passed unanimously.
- VII. Director of Federal Programs, Policy and Grants, Bill Brulotte gave a 2016-2017 Federal Programs update. Mr. Brulotte shared a breakdown of the different funding accounts received for Title IA (Poverty), IC (Migrant), IIA (Teacher Quality), III (Limited English Proficient), McKinney-Vento (Homeless), and Neglected and Delinquent (Incarcerated Students). The district is required to review annually with staff federal programs requirements and expectations of title schools. Mr. Brulotte also shared a list of federal program grants received for 2016-2017 school year.

## VII. Personnel A: Information Items:

1. The Board reviewed and gave input on the superintendent search timeline, superintendent job description, and salary rage. The board also reviewed sample questions for a survey the Board agreed to send to parents, community leaders, Canyon Ridge High School and Twin Falls High School leadership class students, and local legislators. The Board also agreed to have Chairman Bernie Jansen take the lead to make basic decisions during this process. If needed, he will call a special meeting for more complex decisions.

2. Board of Trustees reviewed the amended job description for the proposed new position of Director of Public Relations adding additional duties to the last description presented. They also looked at the revised Twin Falls School District Organizational Chart showing this position will oversee school webmasters.

## VII. Personnel B. Action Items:

- 1. Trustee McClintock moved to approve the salary range and the superintendent job description to include a line addressing technology requirements. Trustee Barron seconded the motion. Motion passed unanimously.
- <u>VIII.</u> Trustee Liyah Babayan shared her experience, with the board, as guest teacher for Jaime Garcia, last week, at O'Leary Middle School.

## IX. Future Agenda Items:

1. 2016 Legislative Tour will be held December 1<sup>st</sup>, 2016 starting at Nine Beans and a Burrito at 9:00 a.m.

Chairman Jansen recognized Peggy Hoy for a brief comment. Peggy Hoy expressed her appreciation for Dr. Dobbs dropping everything to go help at Morningside Elementary School with a situation. Principal Steve Hoy really appreciated his help.

Trustee McClintock moved to adjourn the meeting. Trustee Barron seconded the motion and the motion passed unanimously. Meeting adjourned at 7:59 p.m.

ATTEST:	
	Chairman Bernie Jansen
Clerk Michelle Lucas	

## **Twin Falls School District #411**

## Monthly **Long-Term** Suspension Board Report

**Oct-16** 

School Name	/sc	331 4	die fi		\$ 13 X	ight of the control o	Battery A	Striker C	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Student	~ 4 C		7 7 7 7 7 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	Strike!	S ASS N	Stiles		Side	\$ 588 \$ 588 \$ 588 \$ \$	THE STATE OF THE S	\$ 148°	Street Street	Stilling Sti		
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Lincoln Elementary	3	0											3	1.5											
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Perrine Elementary	2	0			3	3											4	4							
Oregon Trail Elementary	0	0																							
Bickel Elementary	0	0																							
Sawtooth Elementary	1	0																	1	1.5					
Pillar Falls Elementary	0	0																							
Rock Creek Elementary	0	0																							
Robert Stuart Middle school	0	1			1	2																			
Vera C. O'Leary Middle School	13	0	9	13													3	15	1	1					
South Hills Middle School																									
Bridge Academy	0	0					100																		
Twin Falls High School	8	1					1	2			2	10	3	6	1	3							2	18	
Canyon Ridge High School	2	1					3	3																	
Magic Valley Alternative H.S.	4	2							2						2		2								
Totals	36	5	12	16	4	5	4	5	2	2	2	10	6	7.5	3	5	9	25	2	2.5	0	0	2	18	
														Dist	rictw	ide -	Total	Num	ber o	of Stu	idents	Susi	oende	ed	41

Districtwide - Total Number of Students Suspended 41
Districtwide - Total Number of Days Suspended 96

## **Private Service Providers (PSP)/Consultants**

## **EXECUTIVE SUMMARY**

## Submitted for Board Information MO/DD/YYYY

Dates of Service	Vendor	Amount	
10/2016-9/2017	Tyler Technologies (Versatrans)	\$39,188.00 plus trav	7e1
8/2016-6/2017	Munn Investigations (Jim Munn)	\$20.00/hr. plus reim	ıb.
Jan. 9-11, 2016	Center for Applied Linguistics	\$10,951	

NOTE: Per Board Policy 5725: "The District encourages the use of private service providers and professional consultants as resource individuals when such consultative services will be helpful in the improvement of the educational program of the District. The District, through the Superintendent as its designee, may enter into contracts with private service providers and/or consultants to provide necessary services to students." In no event shall such agreement exceed twelve (12) calendar months."

#### **AGREEMENT**

This Agreement ("Agreement") is made this <u>13</u> day of <u>October</u>, 2016 ("Effective Date") between Tyler Technologies, Inc., with offices at 23 British American Boulevard, Latham, New York 12110 ("Tyler") and Twin Falls School District 411, with offices at 201 Main Avenue West, Twin Falls, Idaho 83301 ("Client").

Tyler and Client agree as follows:

#### 1. License Grant.

- 1.1. Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and Tyler user manuals for Client's internal business purposes at 201 Main Avenue West, Twin Falls, Idaho 83301, for Twin Falls School District 411 only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Application Software License Fees in full. Upon Client's payment in full for the Tyler Software Products, this license shall become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement. The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. Client shall provide advance written notice to Tyler of any such transfer.
- 1.2. Client acknowledges and agrees that the Tyler Software Products and user manuals are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and user manuals confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or user manuals by any party.
- 1.3. Client may make copies of the Tyler Software Products for archive purposes only. Client will repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler user manuals for internal use only.
- 1.4. The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products. Client also shall not append, delete, modify or otherwise alter the data in the databases used by the Tyler Software Products, other than by the use of the Tyler Software Products in accordance with the terms of this Agreement.
- 1.5. Versatrans Onscreen TM ("Onscreen") and Versatrans Fleetvision TM ("Fleetvision") are licensed on a per vehicle basis. Client may exceed the number of Onscreen vehicles by up to 25% solely for the purpose of setting up spare fleet vehicles only. Client may exceed the number of Fleetvision vehicles by up to 25% solely for the purpose of setting up spare fleet vehicles only. At no time may Client actively use more than the number of vehicles licensed.
- 2. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the afore-mentioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the defect in accordance with Tyler's then current support call process. Should Tyler be unable to cure the defect or provide a replacement product, Client shall be entitled to a refund of the Application Software License Fee paid for the defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date.
- 3. Intellectual Property Infringement Indemnification. Tyler will defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product infringes that party's patent, copyright or other intellectual property right issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement that Tyler pre-approves in writing, provided that Client promptly notifies Tyler in writing of any such claim, gives Tyler reasonable cooperation, information, and assistance in connection with it, and consent to Tyler's sole control and authority with respect to the defense, settlement or compromise of the

claim. Tyler will not be obligated under this section if the infringement results from: (i) Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had you used the current version of the Tyler Software Product; (ii) Client's combining the Tyler Software Product with devices or products not provided by Tyler, (iii) use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim, (iv) corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product; (v) use of the Tyler Software Product by any person or entity other than Client or Client's employees; or (vi) Client's willful infringement. In the event a Tyler Software Product is finally determined to be infringing and its use by Client is enjoined, Tyler shall, at its election (i) procure for Client the right to continue using the infringing Tyler Software Products; (ii) modify or replace the infringing Tyler Software Product so that it becomes non-infringing; or (iii) terminate Client's license for the infringing Tyler Software Product and refund to Client the Application Software License Fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

- 4. Expenses. Expenses shall be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.
- 5. Cancellation of Services. In the event Client cancels services less than fifteen (15) business days in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel. Training may be rescheduled upon written request of Client and prepayment of Training costs at the rates and upon the terms and conditions provided for in this Agreement.

#### 6. Work Responsibilities.

- 6.1. Client data necessary to utilize the Versatrans Routing & Planning Software (the "Client Data") shall be developed between the Effective Date and the first day of training. The parties shall have the additional responsibilities for developing and formatting the Client Data as set forth in the "Versatrans RP Work Responsibilities" annexed hereto as Exhibit 2 and made a part of this Agreement.
- 6.2. Responsibilities related to the deployment of Tyler Telematic GPS hardware and software shall be performed in accordance with "Tyler Telematic GPS Work Responsibilities" annexed hereto as Exhibit 3 and made a part of this Agreement.
- 7. Additional Services. Services requested by Client in excess of those set forth in the Investment Summary, including but not limited to district canvassing, if Client's downloads do not meet specifications or if fields of data are missing or need to be interpreted or processed, may be billable services, at Tyler's sole discretion, to be provided at Tyler's then-current rates. Tyler shall not perform additional services without Client's prior written approval.
- 8. Maintenance Services. The Maintenance Agreement is effective when Tyler has made the Tyler Software Products available to Client for downloading and shall remain in force for a one (1) year term. Upon expiration of this Maintenance Agreement, Client may renew the Maintenance Agreement for subsequent one (1) year periods at the then-current Application Software Maintenance Fees.
- 8.1. Maintenance Services Terms, Conditions, Limitations and Exclusions. For as long as a current Maintenance Agreement is in place, Tyler shall:
  - 8.1.1.1. In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then current support call process in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products shall be void. Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Application Software Maintenance Fees within sixty (60) calendar days of the due date. Tyler will reinstate maintenance services upon Client's payment of the overdue Application Software Maintenance Fees.
  - 8.1.1.2. Provide Client with all releases Tyler makes to the Tyler Software Products. Client acknowledges

and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification, and that Tyler reserves the right to cease supporting a prior release of the Tyler Software Products one (1) year after Tyler has made a new release of the Tyler Software Products available to Client for downloading.

- 8.1.2. Application Software Maintenance Fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.
- 8.2. Client Responsibilities. Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products and the servers and workstation that run them; including but not limited to: remote access, working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.
- 9. **Taxes.** The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date. In such event, Client shall be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client shall provide Tyler with Client's tax-exempt certificate.
- 10. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure. Either party shall have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph shall not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.
- 11. **Indemnification**. Subject to the limitation of liability set forth herein, Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising from Tyler's negligence or willful misconduct. Tyler shall not be liable to the degree or extent of damages, loss, or expense determined to be the fault of the Client.
- 12. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products, Services, or Third Party Products. Tyler's liability for damages and expenses arising from the Tyler Software Products or Services, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the fees set forth in the Investment Summary related to the defective product or service. Tyler's liability for damages and expenses arising from the Third Party Products, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the License Fee/Purchase Price of the Third Party Products. Such fees reflect and are set in reliance upon this limitation of liability.
- 13. **Disclaimer**. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

#### 14. Termination.

- 14.1. Termination for Cause. In the event of Tyler's failure to perform under this Agreement, Client shall immediately notify Tyler in writing of such failure and allow Tyler a thirty (30) day period in which to cure such failure. If, at the end of the cure period, Tyler has not cured such failure, Client will have the right to terminate this Agreement. Upon such termination, Client shall pay Tyler for all products, services, and expenses not in dispute which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for products, services, and expenses in dispute will be determined through non-binding arbitration.
- 14.2. Termination for Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient

to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice.

- 15. **No Assignment**. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.
- 16. 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. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement for a period of two (2) years. In the event of Freedom of Information Act or similar public record requests, confidential information shall be disclosed only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.
- 17. Shipping. Delivery shall be F.O.B. shipping point.
- 18. **Third Party Products**. Except as explicitly stated otherwise in this Agreement or an applicable End User License Agreement attached to this Agreement, including but not limited to Exhibit 4 of this Agreement ("Third Party Terms and Conditions"), the following terms shall apply to third party products acquired pursuant to this Agreement.
- 18.1. Agreement to License or Sell Third Party Products. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the "Third Party Products").
- 18.2. License of System Software.
  - 18.2.1. Upon Client's payment in full of the applicable 3rd party fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth berein.
  - 18.2.2. The developer of the System Software (each a "Developer", collectively "Developers") shall retain ownership of the System Software.
  - 18.2.3. The right to transfer the System Software to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer.
  - 18.2.4. Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party.
  - 18.2.5. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.
  - 18.2.6. Client may make copies of the System Software for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only.
- 18.3. <u>Delivery</u>. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.
- 18.4. <u>Installation and Acceptance</u>. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party 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, and/or as otherwise set forth in Exhibit 5 of this Agreement, ("Professional Hardware Installation by Third Party Installer"). Upon completion of installation, Client will obtain from Tyler a

- certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.
- 18.5. <u>Site Requirements</u>. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

### 18.6. Warranties.

- 18.6.1. Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.
- 18.6.2. Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.
- 18.6.3. Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.
- 18.6.4. The current Geotab hardware warranty is attached hereto as Exhibit 6.

#### 18.7. Maintenance.

- 18.7.1. In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.
- 18.7.2. In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.
- 18.7.3. In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.
- 18.8. Expenses. Unless otherwise noted in the Investment Summary, expenses associated with 3<sup>rd</sup> Party Services shall be invoiced in accord with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts shall be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee shall be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.

#### 19. Payment Terms.

- 19.1. Tyler will invoice Client \$25,590 when Tyler first makes the Tyler Software Products available to Client for downloading, which equals:
  - 19.1.1. 100% of the Application Software License Fees of \$21,575; and
  - 19.1.2. 100% of the first annual Application Software Support and Maintenance Fees of \$4,015 for the Tyler Software Products which cover the twelve (12) month period commencing when Tyler first made the Tyler Software Products available to Client for downloading.
- 19.2. Tyler will invoice Client the fees of \$12,961 for Implementation services as follows:
  - 19.2.1. 20% upon completion of map conversion and preparation and installing map in hosted environment;
  - 19.2.2. 35% upon completion of map data preparation; and
  - 19.2.3. 45% upon completion of routing training.
- 19.3. Tyler will invoice Client fees for Training Services of \$638 as provided.
- 19.4. Tyler will invoice Client travel expenses as incurred (prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy).
- 19.5. Subsequent annual Support and Maintenance Fees will be due on the anniversary of the date when Tyler first made the Tyler Software Products available to Client for downloading.
- 19.6. Tyler will invoice Client fees for Hardware, Shipping and Handling, Installation and/or Self-Installation Training when hardware is installed at Client location. If Client is Self-installing Hardware, Tyler will invoice Client upon hardware shipment.
- 19.7. Tyler will invoice Client for Hardware Support and Maintenance as follows:
  - 19.7.1. If installation/shipment occurs between the first day and fourteenth day of the month, Tyler will invoice Client for annual Support and Maintenance Fees commencing on the first day of that month; or
  - 19.7.2. If installation/shipment occurs between the fifteenth day and the last day of the month, Tyler will invoice Client for annual Support and Maintenance Fees on the first day of the following month.
  - 19.7.3. Subsequent annual Support and Maintenance Fees for hardware will be due on the anniversary of the

first annual Support and Maintenance Fees invoice.

- 19.8. Payment is due within thirty (30) days of the invoice date.
- 20. **Electronic Payment**. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank:

Wells Fargo Bank, N.A.

420 Montgomery

San Francisco, CA 94104

ABA:

121000248

Account:

4124302472

Beneficiary:

Tyler Technologies Inc. - Operating

- 21. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.
- 22. **Multiple Originals and Signatures**. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement.

Tyler Technologies, Inc.	Twin Falls School District 411
By: The box Than	By: Brady N. Nahinen
Name: Theodore J. Thien	Name: Brady D. Dickinson
Title: Sr. VP and General Manager, Versatrans	Title: Director OF OPERTIONS
Date: October 11, 2016	Date: 10/13/16
Date. October 11, 2010	Date. (0) (0) 10

### **AGREEMENT**

THIS AGREEMENT, entered into between Twin Falls School District 411 (hereinafter "School District"), and James R. Munn, Jr. (hereinafter "Contractor"), sets forth the terms and conditions for work to be performed for the School District by Contractor.

- 1. <u>Services</u>: The Contractor agrees to provide services associated with a requested administrative investigation for the School District.
  - As an agent of the District for the purpose of this investigation, the School District will provide the Contractor with all legally obtainable information necessary for such administrative investigation. The District shall also, to the extent necessary and requested:
    - 1. Provide reasonable and prompt notification of any meeting or other appointment for which the Contractor is expected to participate.
    - 2. Provide reasonable assistance in facilitating communication between the Contractor/Student/Parent/Legal Guardian as well as between the Contractor and school employed personnel.
    - 3. Provide a quiet and private location for the Contractor to conduct any meetings scheduled to take place upon the school's property.
  - <u>B.</u> Contractor agrees that the activities of the investigation, the information learned regarding the investigation, all documentation generated during the course of the investigation and any reports submitted by the Contractor during the investigation shall remain confidential.
  - <u>C.</u> Contractor shall be responsible for maintaining complete and accurate records documenting the services provided pursuant to this Agreement. Such documentation shall remain the property of the School District.
  - <u>D.</u> Contractor understands that both state laws protect the confidentiality of employment matters relating to public school employees and both federal and state law protect educational and disciplinary matters relating to public school students.
- 2. <u>Reports</u>: The Contractor will provide a detailed written investigative report to the School District Administrative Staff at the conclusion of the investigation. The report shall include all applicable information and findings gained in the investigation.
  - A. Contractor agrees that all reports and updates regarding investigative activities shall be made solely to the District's Administrative Staff at the District's Offices and not to any other administrative staff, including the staff at the building that is the subject of the investigation.
- 3. <u>Independent Contractor</u>: The parties agree that the Contractor is an independent contractor and nothing in this Agreement is intended to imply an employer-employee relationship. Neither the Contractor nor any of the Contractor's employees shall be entitled to any employee benefits from the School District.
- 4. <u>Indemnification and Hold Harmless</u>: The Contractor agrees to indemnify and hold the School District harmless from any employment claims brought by the Contractor or any employee of the Contractor against the School District.
- 5. Control of Work: The Contractor shall have the exclusive right to control the manner, AGREEMENT 1

means and time of performance of all services.

- 6. <u>Training</u>: The Contractor shall be responsible for any and all training of its personnel needed to perform the services to be provided pursuant to this Agreement.
- 7. <u>Independence of Contractor</u>: The services to be provided by the Contractor shall not be integrated into the overall operation of the School District.
- 8. <u>Performance of Services</u>: The services to be provided by the Contractor may be performed by the principals of the Contractor, or such other persons as it may employ.
- 9. <u>Supervision of Work</u>: The Contractor shall hire, pay and supervise any assistants needed for the performance of the services to be provided pursuant to this Agreement.
- 10. <u>Term</u>: The term of this project shall begin August 15, 2016 and end June 30, 2017, which date coincides with the end of the School District's fiscal year.
- 11. Work Hours: There shall be no set work hours for the performance of the services to be provided pursuant to this Agreement.
- 12. <u>Full-Time Work Not Required</u>: The School District and the Contractor agree that full-time work shall not be required by the Contractor's principals or by anyone employed by the Contractor in providing the services to be provided pursuant to this Agreement.
- 13. <u>Place of Performance</u>: The services shall be performed at the Contractor's premises and such other places as deemed appropriate by the Contractor.
  - 14. <u>Order of Sequence of Work</u>: The services called for in this Agreement shall be performed in the order determined by the Contractor.
- 15. <u>Reports</u>: The Contractor may prepare such reports as it deems appropriate to keep the School District's Administration (through the District Office) informed on matters being handled by Contractor. All such reports will be consistent with the provision of Paragraph 1, above.
- 16. <u>Consideration</u>: In consideration of the work to be performed under this Agreement, the School District agrees to pay the Contractor as follows: (a) \$20.00 per hour for work time; (b) reimbursement for long-distance telephone charges; (c) reimbursement of \$0.485 per mile for travel; and (d) reimbursement for hotels and meals, if necessary.
  - A. Contractor shall submit monthly invoices to the District's Administrative Offices for services performed and will allow four (4) weeks for payment from the date the invoice is submitted to the District. Each itemized monthly statement shall include:
    - 1. Initials of student/parent/legal guardian or staff member that was the subject of an interview.
    - 2. A general description of the activity conducted for each time entry.
    - 3. A total number of hours spent providing services.
    - 4. Cost of services.
    - 5. Additional documentation may be requested to address any expenses claimed under Paragraph 17 of this Agreement.
- 17. <u>Business Expenses</u>: The Contractor shall be responsible for business expenses, except as provided herein. The School District shall reimburse the Contractor for long-distance telephone charges and out-of-town travel.
- 18. <u>Equipment and Materials</u>: The School District shall not furnish to Contractor tools, AGREEMENT 2

equipment or materials.

- 19. <u>Facilities and Equipment</u>: The Contractor shall invest in such facilities and equipment as may be necessary to provide the services provided for in this Agreement.
- 20. <u>Profit or Loss</u>: The parties understand and agree that whether the Contractor makes a profit or loss in the performance of this contract will depend upon the efficiency of the Contractor, and, if the Contractor suffers a loss, the School District shall not be required to provide any compensation not provided for herein.
- 21. Work for Other Entities: The School District understands that the Contractor may work for other entities during the term of this Agreement.
- 22. <u>Termination of Agreement by Contractor</u>: The parties agree that the Contractor may not terminate this Agreement unless the School District is in breach of the terms of this Agreement.
- 23. <u>Termination of Agreement by School District</u>: The parties agree that the School District may not terminate this Agreement unless the Contractor is in breach of the terms of this Agreement.
- 24. Governance: This Agreement shall be governed by the laws of the state of Idaho. Contractor shall at all times comply with and observe all federal, state and local laws and regulations and ordinances which are in effect and applicable during the services provided during the period of this Agreement.

The parties accept the terms and conditions of this Agreement on this 7th day of October, 2016.

CONTRACTOR:

>0 N

TWIN FALLS SCHOOL DISTRICT 411:

Wiley Dobbs, Superintendent

November 7, 2016

Bill Brulotte, Director
Federal Programs, Policy, and Grants
Twin Falls School District
BrulotteWi@tfsd.org

Dear Mr. Brulotte,

The Center for Applied Linguistics (CAL) is pleased to submit this letter of agreement to offer professional development to Twin Falls School District (TFSD).

## **Project Content**

 What's Different about Teaching Reading to Students Learning English: A Three-Day Direct Strategies Workshop

## **Description of Services**

CAL will deliver professional development (PD) using the *What's Different About Teaching Reading to Students Learning English?* materials as the foundation for instruction. The workshop is based on the National Literacy Panel (2006) findings regarding the components of reading necessary for literacy acquisition for English learners, including an emphasis on comprehension, oral language development, vocabulary, fluency, and beginning reading skills (phonological and phonemic awareness). For each component, facilitators guide participants through what is different about teaching that component to English learners. Participants will receive the Study Guide, hands-on experience using the materials, and time to plan their own lessons.

By the end of the workshop, participants will be able to:

- analyze the principles of effective instruction of English learners
- identify the components of reading and how to teach each skill to English learners
- orally describe what is different about teaching literacy to English learners and English proficient students
- design activities to implement in their own grade-level instruction with modifications for students at various proficiency levels and with limited formal schooling

The audience will consist of secondary English as a Second Language (ESL), general education teacher, or literacy specialists. Participants are encouraged to attend the workshop in teams.

#### **Dates**

The training will take place on January 9-11, 2016.

#### Time

The workshops will last seven hours (6 contact hours with time for breaks and lunch) each day.

The CAL presenter will be informed of the daily schedule as the dates approach.

#### Location

The training will take place at Rock Creek Elementary School in Twin Falls School District.

#### Enrollment

Up to 16 participants may participate in each daily session.

### Workbooks/Materials

The What's Different About Teaching Reading to Students Learning English Study Guide for 16 teachers will be mailed to Mr. Brulotte at least one week in advance of the workshop at the following address:

201 Main Avenue West Twin Falls, ID 83301 (208) 732.7522 office (208) 410.1012 cell

A packet of supplementary handouts will also be mailed to Mr. Brulotte one to two weeks in advance of the workshop for printing and distribution on site.

### **CAL Project Staff**

Annie Duguay, Associate Director, PreK-12 ELL Professional Development will serve as the project director and will provide the training. Marilyn Raphael will provide assistance in planning the workshop.

## Twin Falls School District Project Representative

Twin Falls School District has designated <u>Bill Brulotte</u>, to be the contact for matters related to services. Questions and correspondence regarding the delivery of services should be directed to (address) <u>201 Main Av W, Twin Falls, ID83301</u> (phone) <u>208.410.1012</u> (email) <u>brulottewi@tfsd.org</u>

### Twin Falls School District Administrative Representative

Twin Falls School District has designated	Bill Brulotte	as the				
Administrative Representative who shall be responsible for the contractual and administrative						
aspects of the agreement. Questions and correspondence of an administrative nature should be						
directed to						
(address) 201 Main Av W, Twin Fall	s, ID (phone)	208.733.6900				
(email) brulottewi@tfsd.org .						

## **CAL Project Representative**

CAL has designated Annie Duguay as its Project Representative who shall be responsible for the programmatic aspects of the Agreement. Questions and correspondence of a programmatic nature should be directed to the Project Representative at the Center for Applied Linguistics, 4646 40th Street, N.W., Washington, D.C. 20016-1859, (202) 384-1256, <a href="mailto:aduguay@cal.org">aduguay@cal.org</a>.

## **CAL Administrative Representative**

CAL has designated Inge Siggelkow as the Administrative Representative who shall be responsible for the contractual and administrative aspects of the agreement. Questions and correspondence of an administrative nature should be directed to the Administrative Representative at the Center for Applied Linguistics, 4646 40th Street, N.W., Washington, D.C. 20016-1859, 202-355-1527, contracts@cal.org.

## **CAL Capabilities Statement**

The Center for Applied Linguistics (CAL) is a private, non-profit organization involved in the study of language and the application of linguistics to educational, cultural, and social concerns. CAL's mission is to improve education through better understanding of language and culture. Established in 1959, CAL has earned an international reputation for the quality of its work in language-related information collection, analysis, and dissemination; linguistic research that addresses the needs of the classroom; direct technical services to language programs; professional development; and needs assessments and program evaluations. For current information about CAL projects and products, visit our Web site at <a href="www.cal.org/solutions">www.cal.org/solutions</a>.

## **Training/Workshop Host**

The TFSD agrees to the following:

- recruit participants up to the maximum agreed number
- make all necessary arrangements for the training site including AV equipment (Smart Board or screen and LCD projector, speakers to hear DVD played over the laptop, internet access, technical support);
- provide one easel with chart paper and colored markers and scrap paper on each of the tables:
- provide an appropriate set-up and space for cooperative learning; and

 deliver workshop materials (to be mailed to the host one to two weeks in advance) to the host site.

#### Cost

The firm, fixed price for the training is \$10,591, for CAL staff preparation, delivery, and follow-up time, travel expenses, workbooks, handouts, supplementary materials, and administrative assistance.

## **Payment**

CAL will invoice TFSD in the amount of \$10,591 on January 12, 2016.

Invoices are payable within 30 days of receipt of an invoice from CAL. Please send payment to:

Accounts Receivable Center for Applied Linguistics 4646 40<sup>th</sup> Street NW Washington, DC 200016

This contract will be in effect from the date of signature through August 30, 2017.

## **Cancellation Policy**

In the case of a cancellation or date change, the TFSD will be responsible for reimbursement of all non-cancellable obligations (such as travel costs and labor for planning) incurred by CAL for the specific training engagement.

If the assigned CAL trainer cannot provide the services as scheduled, CAL will make every effort to provide a qualified, alternative trainer for the scheduled dates. If this cannot be arranged, CAL will work with the district to reschedule the training.

Notice of cancellation or date changes for training/workshops must be received in writing by fax, email, or regular mail using the contact information in this Agreement.

## **Inclement Weather/Emergency Situations**

Due to inclement weather or an emergency situation, if notice of cancellation is given at least 24 hours prior to the training workshop (and before the trainer has begun travel), there will be no charge for the on-site training costs and time. However, the TFSD will be responsible for any travel or training expenses incurred by the trainer that cannot be refunded and for their planning time to date.

CAL reserves the right to make cancellation decisions for training workshops in weather/emergency situations. Weather/emergency related cancellations will be rescheduled as soon as possible based on the current training schedule.

## **Materials Return and Exchange Policy**

In the case TFSD decides to return or exchange any of the materials included in this contract, the district will be responsible for additional shipping costs and for paying a twenty percent restocking fee.

## Copyright

CAL is the owner and copyright holder of all materials developed by CAL staff and consultants for use in delivery of services under this Agreement. Conversion of the CAL materials to on-line products is not permitted.

## Recording

CAL does not permit videotaping or audio recording of training/workshops.

## **Entire Agreement**

This Agreement constitutes the entire agreement and understanding between the TFSD and CAL and supersedes any prior oral or written agreements or understandings, if any. Any changes or modifications shall be accomplished by a written amendment to this Agreement executed by the duly authorized representatives of the parties.

If you agree with the above terms and conditions, please sign two copies of this Agreement, keep one copy for your records, and return one to me together with a Purchase Order number by December 1, 2016.

We appreciate your selection of CAL for professional services, and we look forward to working with you and your staff.

Sincerely,

Annie Duguay
Associate Director
PreK-12 ELL Professional Development
Center for Applied Linguistics
Email: aduguay@cal.org
Tel. 202-384-1256; Fax: 202-363-7204

Web: www.cal.org/solutions



## CENTER FOR APPLIED LINGUISTICS 4646 40TH STREET NW • WASHINGTON DC 20016-1859 • (202) 362-0700 • fax (202) 362-3740 • www.cal or

## **Project Title:**

 What's Different about Teaching Reading to Students Learning English: A Three-Day Direct Strategies workshop

TFSD warrants that the person who is signing this Agreement on behalf of TFSD is authorized to do so and to execute all other documents necessary to carry out the terms of this Agreement.

## 



P 208.733.6900 F 208.733.6987 www.tfsd.org

## WILEY J. DOBBS, PH.D. SUPERINTENDENT OF SCHOOLS

Date: November 10, 2016

To: Dr. Wiley Dobbs, Superintendent of Schools

Twin Falls School District Board of Trustees

From: Sonia DeLeon, Human Resource Manager

Re: Certified Retirement – 2016-2017

The following certified employee has submitted her retirement letter resigning her position for the 2016-2017 school year:

• Lynn Brown, Librarian at Robert Stuart Middle School

The Human Resource Department recommends to the Superintendent and the Board of Trustees that we accept this resignation.

P 208.733.6900 F 208.733.2895 www.tfsd.k12.id.us



OUR MISSION is to maintain a balanced approach while providing leadership, guidance and quality, customer-driven human resource services to support Twin Falls School District employees.

Date: November 10, 2016

To: Dr. Wiley Dobbs, Superintendent of Schools

Twin Falls School District Board of Trustees

From: Sonia DeLeon, Human Resource Manager

Re: Certified Release of Contract

The following certified employee has submitted a resignation letter requesting to be released from her contract on December 31, 2016.

• Mary Little, 5<sup>th</sup> Grade Teacher at Sawtooth Elementary

The Human Resource Department recommends to the Superintendent and the Board of Trustees that this individual be released from her contract.



P 208.733.6900 F 208.733.6987 www.tfsd.org

## WILEY J. DOBBS, PH.D. SUPERINTENDENT OF SCHOOLS

Date: November 10, 2016

To: Dr. Wiley J. Dobbs, Superintendent of Schools

Twin Falls School District Board of Trustees

From: Sonia DeLeon, Human Resources Manager

Re: New Classified Employees –2016-2017

It's the recommendation of the Human Resources Department to the Superintendent and the Twin Falls School District Board of Trustees that these individuals listed below are approved for hiring for the 2016-2017 school year:

Daisy Simpson	Paraeducator – Pre School at Pillar Falls Elementary School	
William Warner	Tray Washer at Canyon Ridge High School	
Elvia Galvan	Crossing Guard at Lincoln Elementary School	
Jessica Ladd	Behavior Paraeducator at Robert Stuart Middle School	
Chelsey Wadsworth Paraeducator - Title at Oregon Trail Elementary School		
Selina Bernard Paraeducator – Title/ELL at Lincoln Elementary School		
Stephanie Allred Instructional Aide at Pillar Falls Elementary School		
Christene Schmidt		

The individuals listed below are current employee that have been accepted for a transfer within the district for the 2016-2017 school year.

## 2016-2017

## NAME POSITION

Carina Gonzalez Cafeteria Manager at Oregon Trail Elementary			
Percy Greene	Head Custodian at Lincoln Elementary School		
Lynnette Tubbs	Instructional Aide at Pillar Falls Elementary School		

All are in the process of completing the necessary consent, I-9's, drug free work place form etc., and have met the criteria to become employees of the Twin Falls School District.

If you have any questions or concerns, please do not hesitate to contact me.



P 208.733.6900 F 208.733.6987 www.tfsd.org

## WILEY J. DOBBS, PH.D. SUPERINTENDENT OF SCHOOLS

Date: November 10, 2016

To: Dr. Wiley Dobbs, Superintendent of Schools

Twin Falls School District Board of Trustees

From: Sonia DeLeon, Human Resources Manager

Re: Classified Resignations

The following classified employees have submitted their resignation letter resigning their position for the 2016-2017 school year:

Name	Position	School
		Robert Stuart Middle School/Canyon
Claribel Partida	Paraeducator – Migrant	Ridge High School
Beth Lamb	Paraeducator	Perrine Elementary

The Human Resources Department recommends to the Superintendent and the Board of Trustees that we accept these resignations.



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## WILEY J. DOBBS, PH.D. SUPERINTENDENT OF SCHOOLS

Date: November 10, 2016

To: Dr. Wiley J. Dobbs, Superintendent of Schools

Twin Falls School District Board of Trustees

From: Sonia DeLeon, Human Resources Manager

Re: Extra -Curricular Employees

It is the recommendation of the Human Resources Department to the Superintendent and the Twin Falls School District Board of Trustees that these individuals listed below are approved for hiring and a supplementary contract or employment letter be issued for the 2016-2017 school year.

If you have any questions or concerns, please do not hesitate to contact me.

Josie Jordan	Basketball Coach (Girls)	O'Leary Middle School
Marty Espinoza	Basketball Coach – (Boys- JV Head)	Canyon Ridge High School
Devin Johns	Basketball Coach – (Boys- JV Assistant)	Canyon Ridge High School
Tara Lyons	Basketball Coach – (Girls)	Robert Stuart Middle School
Karly Hudelson	Basketball Coach – (Girls)	Robert Stuart Middle School



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## WILEY J. DOBBS, PH.D. SUPERINTENDENT OF SCHOOLS

Date: November 10, 2016

To: Dr. Wiley J. Dobbs, Superintendent of Schools

Twin Falls School District Board of Trustees

From: Sonia DeLeon, Human Resources Manager

Re: Extra-Curricular Resignations

The following employee has resigned her coaching position for the 2016-2017 school year:

• Amanda White – Assistant Bowling Coach at Twin Falls High School

The following employees have submitted their resignation letter resigning their position for the 2017-2018 school year:

- Ryan Trappen 8<sup>th</sup> Grade Football Coach at Robert Stuart Middle School
- Charles Collier, Assistant Commissioner Magic Valley Junior Football League District Wide

The Human Resources Department recommends to the Superintendent and the Twin Falls School District Board of Trustees that we accept these resignations.

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OUR MISSION is to maintain a balanced approach while providing leadership, guidance and quality, customer-driven human resource services to support Twin Falls School District employees.

November 10, 2016

To: Wiley Dobbs, Superintendent

Twin Falls School District Board of Trustees

From: Sonia DeLeon, Human Resource Manager

Re: Request for Alternative Authorization

To meet state certification criteria to teach in the designated subject areas, the Twin Falls School District will need to request approval of an Alternative Authorization- Teacher to New Endorsement from the Professional Standards Commission for the following individual:

Name	Position	School
Sarah Gussenhoven	Biology	Canyon Ridge High School

The above individual has been hired as an earth science and biology teacher for the 2016-17 school year. Ms. Gussenhoven currently holds an Idaho standard secondary teaching certificate with an earth science endorsement. She's in the process of completing the additional requirements to obtain her natural science endorsement with the Idaho State Department of Education. In order for this employee to be employed as a biology teacher, the board will need to declare an "area of need." To declare an area of the Twin Falls School District Human Resource Department has determined an area of need exists in our district for this particular position.

We respectfully request that the Superintendent recommend to the Twin Falls School District Board of Trustees that they "declare an area of need" for the individual listed above.

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## **HUMAN RESOURCE DEPARTMENT**

OUR MISSION is to maintain a balanced approach while providing leadership, guidance and quality, customer-driven human resource services to support Twin Falls School District employees.

November 8, 2016

To:

Wiley Dobbs, Superintendent

Twin Falls School District Board of Trustees

From: Sonia DeLeon, Human Resource Manager

Re:

Request for Alternative Authorization

To meet state certification criteria to teach in the designated subject areas, the Twin Falls School District will need to request approval of an Alternative Authorization- Teacher to New Endorsement from the Professional Standards Commission for the following individual:

Name	Position	School	
Darren Van Hofwegen	Health Teacher	Canyon Ridge High School	

The above individual has been hired as a physical education/health teacher for the 2016-17 school year. Mr. Van Hofwegen currently holds an Idaho standard secondary teaching certificate with a physical education endorsement. He's in the process of completing the additional requirements to obtain his health endorsement with the Idaho State Department of Education. In order for this employee to be employed as a health teacher, the board will need to declare an "area of need." To declare an area of the Twin Falls School District Human Resource Department has determined an area of need exists in our district for this particular position.

We respectfully request that the Superintendent recommend to the Twin Falls School District Board of Trustees that they "declare an area of need" for the individual listed above.



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## WILEY J. DOBBS, PH.D. SUPERINTENDENT OF SCHOOLS

Date: November 10, 2016

To: Wiley J. Dobbs, Superintendent

Twin Falls School District Board of Trustees

From: Sonia DeLeon, Human Resource Manager

Re: Student Teacher Requests

The Human Resource Department recommends to the Superintendent and the Twin Falls School District Board of Trustees that the following college/university students be allowed to participate as Intern/Teacher within the Twin Falls School District. The proposed assignments are listed below.

Name of Student	Subject	Cooperating Teacher	School	Dates	University
Kimball Hardman	Biology	Scott Zuercher	Canyon Ridge High School	Spring 2017	Idaho State University

# **Early Graduation Requests**

CRHS Behnaz Rahmani

# **EMPLOYEE OF THE MONTH QUESTIONS**

Name:	Anne Peterson	
Position:	Career and College Advisor	
Hometown:	Twin Falls, Idaho	
Inspiration:	My family especially my past Grandfather	
Pet Peeve:	Arrogant people	
You Have a 10 Minute Speech to give at a High School. What is the Title?	The importance of self-worth.	
What Word Describes you Best?	Thoughtful	
One Thing People Don't Know About You:	I won a free trip to Knott's Berry Farm when I was 5 years old for a modeling contest.	
If you Could be any Character in Fiction, Who Would you be?	Wonder woman	
Favorite Movie or Book:	Mall Rats	
Which Sitcom, Past or Present, is most Reflective of your Life?	Friends	
How do you want to be Remembered?	By knowing that I made a difference in a person's life.	
The Favorite Part of My Day Is:	Lunch time, when I get to interact with the Students.	

## Principal Note:

Annie Peterson is new to Magic Valley High School this year as our College and Career Advisor. In her short time here Annie has established a very positive relationship with the students and staff as a person that is willing to work hard for the benefit of our students. She has organized a FAFSA night, a College Application Week and arranged several opportunities for our students to attend trade and industry days. I truly believe the work she is doing will make a difference in the lives of many of our students.

# EMPLOYEE OF THE MONTH QUESTIONS

Name:	Kim Smith		
Position:	Educator, English 9 and 11 / Psychology		
Hometown:	Twin Falls, Idaho		
Inspiration:	To learn something new each day		
Pet Peeve:	Impatient people		
You Have a 10 Minute Speech to give at a High School. What is the Title?	Self-Motivation: The Inner You		
What Word Describes you Best?	Out-going		
One Thing People Don't Know About You:	I secretly want to be an explorer for National Geographic Magazine		
If you Could be any Character in Fiction, Who Would you be?	Laura Ingalls		
Favorite Movie or Book:	Clan of the Cave Bear Series		
Which Sitcom, Past or Present, is most Reflective of your Life?	Roseanne		
How do you want to be Remembered?	As someone who inspired or helped		
The Favorite Part of My Day Is:	In the morning		

# Principal Note:

Mrs. Smith teaches English and Psychology at Magic Valley High School. She is our building Milepost lead and the lead teacher for our PM School. Kim cares about our students and want to see them succeed. She is very organized and works well with our faculty...she is a team player and a pleasure to work with.

#### **Updated TFSD Activities Proposal November 2016**

Over the past 2 years the TFSD Activities Advisory Committee (AAC) has met, discussed, and planned for future participant growth of activities within the school district as well as the impending opening of a new Middle School, achieving the main goal of getting as many kids involved in school sponsored activities, while retaining them through high school. We feel the following proposal is in the best interest of TFSD and all involved in the management of extra-curricular activities.

- 1) The AAC committee has re-evaluated the position of District Activities Director and would like to put this request on hold at this time.
- 2) The AAC is asking that the High School Activities Director position be full-time rather than the current parttime position. This was approved at the August board meeting.
- 3) The AAC is asking that each Middle School AD position be half time. We feel this to be a viable plan as it will allow more time during the day for our Middle School AD's to deal with all that encompasses their jobs.
  - With the creation of a 3<sup>rd</sup> Middle School the conference has said they will no longer schedule to play 2 teams from each school.
    - O We will be moving to one competitive team in 2017 in each of our cut sports. Along with this move we will create a developmental league to encompass 7<sup>th</sup> and 8<sup>th</sup> graders who have either been cut or just want to play in a league amongst their friends and continue to develop the necessary skills that may allow them an opportunity to compete at the high school level. The overall goal of the developmental league would be to include 6<sup>th</sup> graders within one year of its implementation.
  - The creation of this league will require more time on behalf of our middle school AD's in scheduling, game management, and obtaining individuals to officiate.
  - Many of the certification requirements for High School AD's are also required of Middle School AD's. Thus requiring time in meeting the obligations of certification.
  - Fundraising has become a norm, another time responsibility on behalf of activity administrators especially at the Middle School. Since activity budgets are far less at the Middle Schools, fundraising is ever important to meet the needs of the many programs offered.
  - Time for community relations and building positive relationship with students, parents, and coaches at the high school level.

The AAC hopes to answer any questions that have been brought up during this process.

- At the Middle School level, additional options considered:
  - O The AAC looked deeply at creating a District Administrative position of Middle School Activities Director. Overseeing all activities at the middle school level only. With the creation of this position Middle School Ad's would become activities coordinators (game managers).
  - O Do nothing; hire a 3<sup>rd</sup> Middle School activities director and continue to allow 1 activities prep period per day at each of the 3 middle schools. This is by no means in the best interest of our schools and these individuals occupying these positions, as we will see many issues over time in dealing with the three middle school to two high school consolidations.

## ½ TIME MIDDLE SCHOOL AD

- Creations/implementation of the Developmental League hiring coaches/develop schedules/schedule facilities/hire officials
- Developmental League Scheduling/Game Management/Meeting time for other schools
- Recruiting students for sports and other activities falling under the Middle School Activities Director responsibility. (No undue influence of course)
- Recruiting and hiring coaches and advisors falling within the same areas of responsibility.
- Creating 6<sup>th</sup> grade activities in Middle School (Future)
- Missing Class/Grading/Teacher Meetings/Lesson Planning
- Community work/fundraising/more opportunity for parent and student contact
- Proper time to evaluate coaches and advisors (If you are coaching a sport as well as Activities Director you do not have time to observe practices)
- Meeting with all of High School coaches/advisors to develop a middle school activities foundation since one middle school will be split and those students attending one of two high schools.
- Time to collaborate with AD's across the state
- Create a new and exciting atmosphere in the school with pep assemblies, informational posters, and having the time available to meet with students involved with activities.

# **Facilities Report**

## November 2016

Rock Creek/Pillar Falls: Contract is closed at Rock Creek and nearly closed at Pillar Falls. Warranty issues are currently being addressed at both buildings. ESI has been extremely responsive with most

issues being corrected within a couple of days.

Grandview Road: There has been an ongoing discussion regarding sidewalk running north of Rock Creek Elementary on Grandview. The Highway District (County) recently announced they would be widening the shoulder to provide a better walking path. Building the sidewalk now is complicated and raises questions about the district's responsibility in other locations around town.

<u>South Hills</u>: Work continues to progress on time and on budget. The building is nearly enclosed which will allow work to continue inside the building during the cold winter months. There is an amazing team approach to this project and Andersen is to be commended for their proactive leadership.

**TFHS**: Work has entered the final stages and closeout process has begun.

<u>CRHS</u>: The last task is the application of a block sealant to the west walls of CRHS. The block joints have leaked since the building opened and if this product solves the problem it will applied to the entire building in the future. Warranty work has also been completed on the HVAC and fire alarm system.

<u>Safety</u>: Secondary schools are complete and our IT crew is currently working at Lincoln Elementary. Perrine is next! The feedback from the completed schools has been extremely positive.

<u>MVHS/Storage</u>: Architect and CM/GC have been selected for the projects. Design work will now begin with the goal of bidding the projects in the spring.

**Budget**: Summary sheet attached

Summary				
Income				
Bond after fees	\$	73,696,270.00		
Interest on investment	\$	487,000.00		
Payback on infrastructure at Pillar	\$	315,000.00		
Idaho Power rebates	\$	219,162.47		
Idaho Power refundPillar Falls	\$	8,714.00		
Idaho Power refundSouth Hills	\$	6,800.00		
Refund of Will-Serve at South Hills	\$	78,787.00		
Refund of water shares from Bohr sale	\$	7,995.00		
Refund from Intermountain Gas-Rock				
Creek	\$	19,309.00		
Refund of impact fees-City	\$	21,185.50		
Musgrove payment for CO	\$	10,000.00		
Refund on waterline-Pillar Falls	\$	16,018.00		
City payback for irrigation at SHMS	\$	64,389.00		
Colton Farm sale	\$	580,917.05		
Sale of Riverhawk 5	\$	327,567.75		
Sale of Riverhawk 4	\$	209,003.00		
Sale of Riverhawk 3	\$	199,711		
Sale of Riverhawk 1/2	\$	417,097		
Sale of Bohr and Sackett 1	\$	1,549,781		
Sale of Sackett 2	\$	277,605		
Portion of land sale set aside for sale fees	\$	335,324		
Total	\$	78,847,636.08		

Expenditures	
Pillar Falls	\$ 17,484,061.29
Rock Creek	\$ 16,642,464.37
South Hills	\$ 30,930,317.88
Twin Falls	\$ 7,459,514.38
Canyon Ridge	\$ 5,158,490.96
Safety-camera upgrade	\$ 682,391.61
Total	\$ 78,357,240.49

# Twin Falls School District #411 Job Description

**Job Title**: Director, Public Relations

**Department**: Public Relations **Reports To**: Superintendent

FLSA Status: Exempt, 12-month year (salary as per administrator's salary schedule, 20 vacation days, one sick day per

month, and three personal leave days/year.

**Prepared By**: Per district administrative salary schedule

**Prepared**: Human Resources Department

Approved By: Approval Date:

**Supervises:** Directly supervise community relations programs in accordance with the district's policies and applicable

laws

JOB GOAL Under the direction of the Superintendent, oversee internal/external communication initiatives designed to

promote/enhance the image of the district, and promote open communication between the district and its

audiences.

#### **QUALIFICATIONS** (minimum)

• Master's degree (M.A.) or equivalent; or four to ten year's related experience and/or training; or equivalent combination of education and experience deemed acceptable by the Superintendent and Board of Trustees

- Sound decision-making skills, aptitude for problem solving, proficiency in planning and organizing, strong work ethic
- Strong interpersonal and communication (verbal and written) skills
- Ability to value and promote diversity in the workplace
- Ability to read, analyze, and interpret government regulations, write reports, and present information effectively
- Ability to define problems, collect data, establish facts, and draw valid conclusions
- Efficient use of database, spreadsheet, web production, presentation and design software and word processing programs
- Possess strong written and oral communication skills, including appropriate English usage, grammar and punctuation, spelling, editing, and proofreading techniques
- Possess creative and technical skills necessary to design materials used to communicate to diverse audiences
- Possess language skills necessary to read, analyze, and interpret district information, generate reader friendly publications, write copy, and generate reports

ESSENTIAL DUTIES include the following (or other duties assigned by the Superintendent).

#### **Community Relations**

- Serve on the District Office Administrative Team and provide sound advice and counsel on critical issues and their impact on the school and community.
- Create and implement individual comprehensive communication plans for school district priorities including the budget, the strategic plan, programs, and critical issues to ensure delivery of accurate and timely information to targeted audiences.
- Plan, coordinate and evaluate the activities of the school district's communication committee to ensure responsiveness, accuracy and delivery of high quality communications to targeted audiences.
- Use multiple ways of informing and engaging key targeted audiences through various platforms, including print, electronic, social media and traditional media.
- Maintain positive relationships with regional agency communication directors, including city and county government, health department, fire and safety and Sheriff's Office to ensure effective, coordinated communications on critical issues.
- Provide consultation, advice, training and assistance to TFSD building administrators in formulating communications plans to establish and maintain strong relationships with parents and the local community through a wide range of communication strategies.
- Provide publicity for special events and serve as a liaison with the community and partner groups.
- Plan and coordinate Arrange for and assist with public contact programs (e.g., legislative/civic leader tours, presentations, etc.).
- Oversee and maintain District's website and social media presence. Supervises all employees working with the district website at each school.

#### **Media Relations**

- Serve as the primary spokesperson for the school district to promote knowledge and understanding of the school district and assist in interpreting the district's academic programs for the media, the public and other interested parties.
- Maintain good working relationships with the media, generate positive media coverage and provide necessary context to balance stories.
- Develop, recommend, and upon approval, implement overarching strategies to effectively and vigorously publicize TFSD programs, initiatives, operations, key decisions and accomplishments.
- Maintain a timely information distribution system for crisis communications and function as the primary contact during emergencies for the media and public.
- Create and disseminate news releases, fact sheets, tip sheets, and photographs to media representatives

#### **Employee Relations**

- Ensure the integrity and consistency of school district branding.
- · Assist in the coordination of employee and district-wide events showcasing student and professional staff achievement.
- Coordinate and implement publication/promotional material production including copy writing and design/layout of district newsletters, brochures, and monthly board meeting reports in compliance with policies, regulations, and guidelines concerning public information.
- Coordinate communications research including surveys and focus groups, and provide analysis of findings.
- Perform research on special projects, district-wide initiatives and decisions.
- Assist Superintendent, Directors, Principals, and Board members with correspondence relating to parent and citizen concerns.
- Reflect views and positions of administration through internal communication channels to staff members in various schools and departments

#### <u>Other</u>

- Serve as the FERPA Coordinator for the district, ensuring compliance with all aspects of the act and ensuring building staff comply with the requirements.
- Serve as the primary contact for the district for all public records requests.
- Serve as the district custodian for historic information.
- Maintains positive relations with students, principals, parents, school board, staff and community for the purpose of unifying efforts of all concerned.
- Monitors budget allocations, expenditures and related financial activities for the purpose of ensuring that department functions are maintained while complying with all sound accounting practices and district objectives.
- Responds to emergency situations both during and after normal working hours for the purpose of receiving and conveying information needed for effective decision making.
- Maintain a clean and neat appearance, appropriate to position.
- Adhere to guidelines of confidentiality as outlined in federal and state laws and School Board Policies and Procedures.
- Maintain a record of appropriate attendance and punctuality.
- Must work in close harmony with colleagues, supervisors, and co-workers.
- Comply with all district and school policies and regulations.
- Actively pursue professional growth activities.
- Participate on various district committees as assigned.
- Perform other duties as assigned.

**PHYSICAL DEMANDS** (Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

- The physical requirements indicated below are examples of the physical aspects that this position classification must perform in carrying out essential job functions.
- Persons performing service in this position classification will exert 10 to 25 pounds of force frequently to lift, carry, push, pull, or otherwise move objects.
- This type of work involves sitting, walking, standing, climbing stairs, kneeling, bending, and stretching on a frequent basis and the ability to navigate multi-story buildings during an emergency situation.
- Perceiving the nature of sound, near and far vision, depth perception, providing oral information, the manual dexterity to operate business related equipment, and handle and work with various materials and objects are important job aspects.
- The ability to orally communicate efficiently and effectively in an emergency situation to students of varying ages.

#### **EVALUATION**

• Evaluation of personnel conducted in accordance with district evaluation policy

#### **OTHER**

## **Condition of Employment**

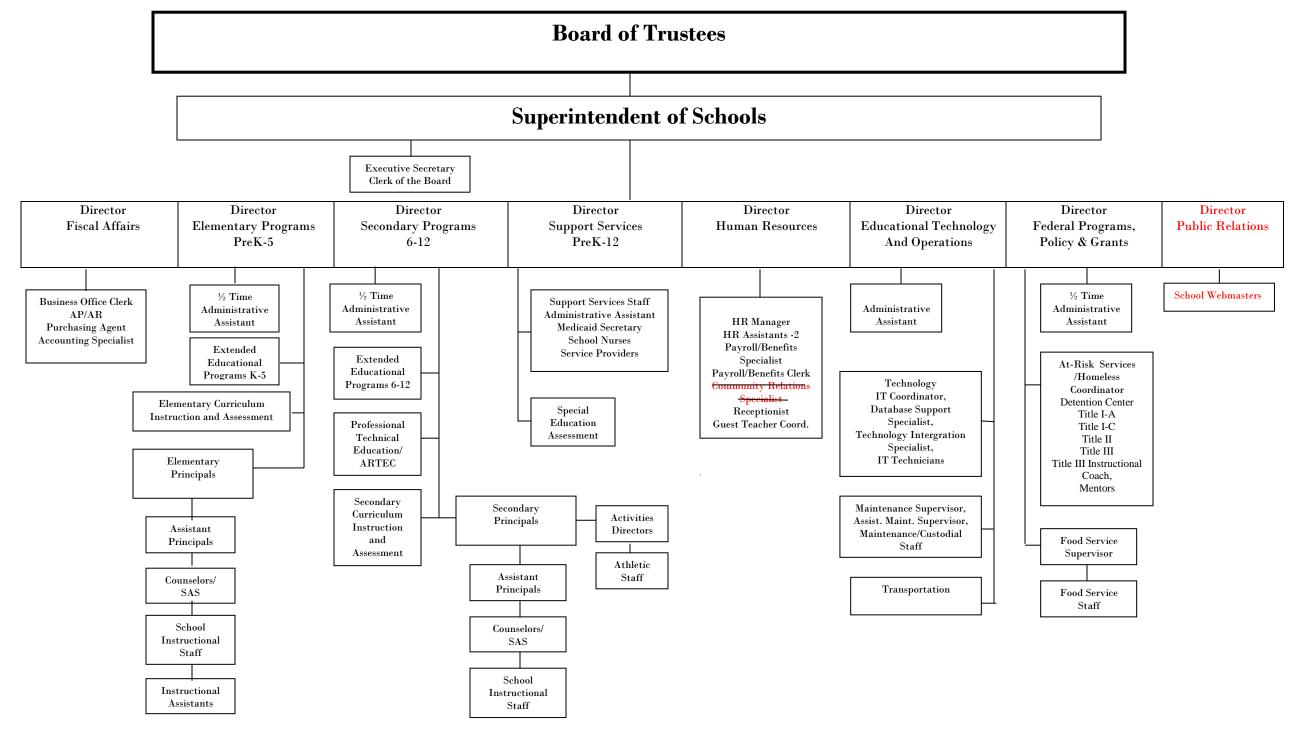
Condition of Employment Board approval and successful completion of federal background check and pre-employment drug free workplace screen

## **License Requirement**

- Possession of a valid Idaho Motor Vehicle Operator's License. Insurability by the District's liability insurance carrier.

, ,	1	ares the employee to use his/her personal vehicle to conduct district business 00,000 or more is recommended.
Job description received:	Date	Employee Signature

# Twin Falls School District No. 411



Motion to go into executive session:

I move that after a five minute break the Board retire into executive session pursuant to Idaho Code 74-206(1) subsection (b);

(b) To consider the evaluation, dismissal or disciplining or to hear complaints or charges brought against a public employee, staff member or individual agent.