

**TWIN FALLS SCHOOL DISTRICT NO. 411
SCHOOL BOARD MEETING
HELD AT:
CANYON RIDGE HIGH SCHOOL BOARD ROOM
300 NORTH COLLEGE ROAD SUITE #301
TWIN FALLS, IDAHO 83301**

**DECEMBER 12, 2016
7:00 P.M.**

AGENDA

- 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 November 14, 2016 meeting
 - 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 New Administrator
 - G. Approval of Certified Retirements
 - H. Approval of New Classified Employees
 - I. Approval of Classified Personnel Resignations
 - J. Approval of New Extra Curricular Employees
 - K. Approval of Extra Curricular Resignation
 - L. Approval of Student Teacher
 - M. Approval of Alternative Authorization
 - N. Approval of district/university agreement
 - O. Approval of Early Graduate Requests
- VI. Superintendent's Report
 - A/B. Certified Employee of the Month for Lincoln Elementary and Bridge Academy
 - C/D. Classified Employee of the Month for Lincoln Elementary and Bridge Academy
 - E. TFHS Drama Wins 2016 4A State Championship
 - F. TFHS Senior Class Trip Proposal Action
 - G. CRHS Senior Class Trip Proposal Action
- VII. Instruction
 - A. Information Items:
 - 1. Proposed 2017-18 School District Calendar
 - B. Action Items: (None)
- VIII. Budget and Finance
 - A. Information Items:
 - 1. Monthly District Financial Report – Supplemental Levy Recommendation
 - 2. Facilities Update/Cell Tower Lease Conversion
 - B. Action Items:
 - 1. Middle School AD Recommendation
 - 2. Supplemental Levy Election Resolution
 - 3. Cell Tower Lease Conversion Approval
- IX. Personnel
 - A. Information Items:
 - 1. Policy Review and Revisions Recommendations
 - 2. Superintendent Search Update/Work
 - B. Action Items: (None)
- X. Board Goals
 - A. Information Items:
 - 1. January 25, 2017 Board Work Session Agenda Topics
 - B. Action Items: (None)
- XI. Future Agenda Items
 - A. No Second Meeting in December
 - B. Next Meeting: January 9, 2017
 - C. Day on the Hill set for February 20 & 21, 2017 in Boise
- 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 Issue Action
- XIII. Adjourn

WORKING WITH YOUR SCHOOL BOARD

WELCOME 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.

Your Board of Trustees

TWIN FALLS PUBLIC SCHOOLS

School District No. 411

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

November 14, 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, November 14, 2016. The following trustees were present: Chairman Bernie Jansen, Trustees Bryan Matsuoka, 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 Human Resources, Shannon Swafford; Director of Federal Programs, Policy, and Grants, Bill Brulotte; Director of Support Services, Mike Gemar; Director of Secondary Programs, L.T. Erickson, and Director of Elementary Programs, Teresa Jones; as well as interested patrons, and employees. Trustee Paul McClintock was unable to attend.
- 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 no additions or deletions. Trustee Barron moved to approve the agenda as submitted. Trustee Babayan seconded the motion. Motion passed unanimously.
- IV. Unscheduled Delegations (Audience to Address the Board) – Chairman Jansen asked if there was anyone wishing to address the Board. There was no one.
- V. Consent Calendar – Trustee Barron moved to approve the consent calendar which included: minutes from the October 10, and 26, 2016 meetings; board financial reports; building financial reports; monthly long term suspension report; contracts for private service providers: Tyler Technologies, Munn Investigations, and Center for Applied Linguistics; certified retirement from Lynn Brown; certified release of contract for Mary Little; new classified employees: Daisy Simpson, William Warner, Elvia Galvin, Jessica Ladd, Chelsey Wadsworth, Selina, Bernard, Stephanie Allred, Christene Schmidt; in district transfers: Carina Gonzalez, Percy Green, and Lynnette Tubbs; classified resignations from Claribel Partida and Beth Lamb; extra-curricular employees: Josie Jordan, Marty Espinoza, Devin Johns, Tara Lyons, Karly Hudelson; extra-curricular resignations from Amanda White, for 2017-2018 Ryan Trappen, and Charles Collier; request for alternative authorizations for Sarah Gussenhoven and Darren Van Hofwegen; student teacher request for Kimball Hardman; early

graduation request for Behnaz Rahmani. The motion was seconded by Vice Chairman Matsuoka. Motion passed unanimously.

VI. Superintendent's Report

- A/B. Superintendent Dobbs announced the certified employee of the month from Support Services for the month of November as Becky Jaynes, school social worker of Support Services and certified employee of the month from Magic Valley High School for the month of November as Kim Smith, English and psychology teacher.
- C/D. Superintendent Dobbs announced the classified employee of the month from Support Services as Kandy Danos, administrative assistant and classified employee of the month from Magic Valley High School as Anne Peterson, career and college advisor. Superintendent Dobbs read a brief resume' and presented a gift, plaque, and gift certificates to Tomato's or Sizzlers to each recipient.

VII. Instruction A. Information Items:

1. Director of Elementary Programs, Teresa Jones, and Director of Secondary Programs, L.T. Erickson shared elementary, and secondary individual continuous improvement plans. Ms. Jones and Dr. Erickson briefly explained the process the schools went through to create their plans. They also recommended that the board use these plans when coming up with questions for the principals when they report to the board.

VII. Instruction B. Action Items: None

VIII. Budget & Finance A. Information Items:

1. Activities Advisory Committee Chairman, Scot McNeley shared an updated activities committee proposal. The committee is recommending to wait on the district wide activities director for about 2-3 years, and move forward with increasing the middle school activities directors to part time. This item will return next month for board action.
2. Director of Fiscal Affairs, Bob Seaman shared a presentation on bond controls and what affects the district's Moody's bond rating. Mr. Seaman noted that the district's policy needs reviewed and the district needs to step up plans to increase carryover so Moody's doesn't lower our bond credit rating. Mr. Seaman will calculate what impact an improved bond credit rating could look like for the district for the next Superintendents update.
3. Director of Educational Technology & Operations, Brady Dickinson gave a brief construction update which included a budget summary report. Everything is on budget and on schedule.
- 4./5. Director of Educational Technology & Operations, Brady Dickinson shared the architect and CM/GC ratings with the board and asked to start negotiations with the top two candidates for work on Magic Valley High School. Once approved this will be turned over to the CM/GC and should have bids to approve by this spring. Dr. Dickinson added that it would be ideal to have this work finished by the time school starts, or worst case a year from now. We still need about 6000 square feet for dry storage once this construction starts.

VIII. Budget & Finance B. Action Items:

- 1./2. After a brief discussion, Trustee Babayan moved to approve moving forward with negotiations as recommended with the top two architects and CM/GC's. Trustee Barron seconded the motion. Motion passed unanimously.

IX. Personnel A. Information Items:

1. The Board discussed the superintendent search progress. So far the survey has produced 421 responses, the results will be sent to ISBA around November 28th. Next steps include identifying dates for future board meetings to narrow down the applicants and conduct interviews.

IX. Personnel B. Action Items:

1. Director of Human Resources, Shannon Swafford stood for questions on the Director of Public Relations job description and District Organizational Chart. After several inquiring questions on the large jump in salary and job duty amendments, Vice Chairman Matsuoka moved to approve the position of Director of Public Relations, job description and district organizational chart as proposed. Trustee Babayan seconded the motion. Motion passed unanimously.

X. Board Goals A. Information Items:

1. Trustees shared their experience and some of what they learned at the 2016 ISBA Annual Convention last week.

X. Board Goals B. Action Items: None

XI. Future Agenda Items:

1. Legislative Tour date has been changed to November 29, 2016
2. No second board meeting in November; the next board meeting will be December 12, 2016.

XII. Executive Session

With no further business at hand, Trustee Barron moved that the Board retire into executive session after a five-minute break as per Idaho Code 74-206(1) subsection (b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student. Vice Chairman Matsuoka 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. Motion carried. The Board convened into executive session at 8:26 p.m. 8:26 p.m. to 8:48 the Board discussed student expulsions; 8:48 p.m. to 9:01 p.m. the Board discussed personnel issue. Trustee Barron moved to return to open session. Vice Chairman Matsuoka seconded the motion. Motion passed unanimously. The time was 9:01 p.m.

Vice Chairman Matsuoka moved to expel five (5) students from school as per administration and hearing officers' recommendation, three (3) for "time served" and two (2) for an indefinite period of time, and that these students be expelled from school as defined in Idaho Code 33-205 and that these students 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.

Vice Chairman Matsuoka moved to uphold administrations recommendation to place certified employee "A" on probation. Trustee Barron seconded the motion. Motion passed unanimously.

Vice Chairman Matsuoka moved to adjourn the meeting. Trustee Barron seconded the motion and the motion passed unanimously. Meeting adjourned at 9:03 p.m.

Chairman, Bernie Jansen

ATTEST:

Clerk, Michelle Lucas

These minutes have not been approved by the Board of Trustees

TWIN FALLS PUBLIC SCHOOLS
School District No. 411

201 MAIN AVENUE WEST
 TWIN FALLS, IDAHO 83301

(208) 733-6900
 Executive Session
 November 14, 2016
 8:26 p.m.

The Board of Trustees of Twin Falls School District #411 met in executive session on Monday, November 14, 2016, at 8:26 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. Vice Chairman Bryan Matsuoka, and Trustees Mary Barron, and Liyah Babayan along with Superintendent, Wiley Dobbs; Board Clerk, Michelle Lucas; and Director of Human Resources Shannon Swafford were also in attendance.

With no further business at hand, Trustee Barron moved that the Board retire into executive session after a five-minute break as per Idaho Code 74-206(1) subsection (b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student. Vice Chairman Matsuoka 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. Motion carried. The Board convened into executive session at 8:26 p.m. 8:26 p.m. to 8:48 the Board discussed student expulsions; 8:48 p.m. to 9:01 p.m. the Board discussed personnel issue. Trustee Barron moved to return to open session. Vice Chairman Matsuoka seconded the motion. Motion passed unanimously. The time was 9:01 p.m.

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Chairman, Bernie Jansen

ATTEST:

Clerk, Michelle Lucas

Twin Falls School District #411

Monthly Long-Term Suspension Board Report

November, 2016

School Name	Total Males	Total Females	# Students - Fighting	Total # Days	# Student - Battery	Total # Days	# Students - Truancy	Total # Days	# Students - Tardies	Total # Days	# Students - Drugs	Total # Days	# Students - Insubordination	Total # Days	# Students - Smoking	Total # Days	# Students - Safety-Threat	Total # Days	# Students - Harassment/Bullying	Total # Days	# Students - Sexual Offense	Total # Days	# Students - Other	Total # Days
Bickel Elementary	0	0																						
Harrison Elementary	0	0																						
Lincoln Elementary	6	1		1	1						2	2								5	3			
Morningside Elementary	5	0	3	3													1	0.5		1	1			
Oregon Trail Elementary	0	0																						
Perrine Elementary	1	0													1	5								
Pillar Falls Elementary	0	0																						
Rock Creek Elementary	1	0		1	1																			
Sawtooth Elementary	0	0																						
Robert Stuart Middle school	3	4	5	12					1	5							1	3						
Vera C. O'Leary Middle School	4	4	3	9											1	5	3	5		1	2.5			
South Hills Middle School																								
Bridge Academy	0	0																						
Twin Falls High School	17	2	3	13					1	5	7	16	1	3			5	8.5	4	12	3	6		
Canyon Ridge High School	2	0	2	7																				
Magic Valley Alternative H.S.	0	0																						
Totals	39	11	16	44	2	2	0	0	0	0	2	10	9	18	1	3	2	10	10	17	4	12	10	13
Districtwide - Total Number of Students Suspended																						50		
Districtwide - Total Number of Days Suspended																						128.5		

Private Service Providers (PSP)/Consultants

EXECUTIVE SUMMARY

Submitted for Board Information MO/DD/YYYY

Dates of Service	Vendor	Amount
Jan. 27-28, 2017	Center for Teacher Effectiveness	\$6,195.50 (training & supplies)
11/9/16-11/8/17	Silverback Learning Solutions	\$13,500.00
1/1/17-6/30/17	Saulgill, LLC	\$9,260.00

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.*

CENTER FOR TEACHER EFFECTIVENESS

cc: Patti Davenport, National Time To Teach Trainer

cc: Steve Hoy, Principal Morningside Elementary School



**CENTER FOR TEACHER
EFFECTIVENESS**

TIME TO TEACH TRAINING FOR

Morningside Elementary School

PRESENTER CONTACT INFORMATION

Patti Davenport
6425 N Davenport St
Dalton Gardens, ID
patti@equippingeducators.org
208-818-0902

Morningside Elementary School

Agreement Expiration Date: December 12, 2016

Dear Mr. Hoy:

Upon your inspection, approval, and signature of this contract we will reserve January 27-28 as an in-service day for Morningside Elementary. This Training Agreement offer expires on the date above. Please fax back before that date to secure the training for your school.

In order to simplify things, this document shall stand as our contract together. Please read, sign, and fax back as soon as possible (**only pages 1-3**). Upon receiving the contract signed by you, or another school district representative, we will reserve the training date above you have requested for your school or district.

Statement – Our Commitment

We, the Center For Teacher Effectiveness, agree to enter into contract with Morningside Elementary to provide in-service to the teaching staff. The focus of our in-service will center on implementation of effective classroom- and school-wide management strategies. College credit (3 semester units) will be optionally offered to the participants of the in-service. We will use Chapman University out of Orange, California.

Terms of Agreement – Your Commitment

Inservice Date: January 27-28

Morningside Elementary agrees to:

Pay a **\$1800.00** daily in-service fee to the Center For Teacher Effectiveness. The presenter will be Patti Davenport.

Expenses

- a) Round trip air travel: \$
- b) Car rental: \$
- c) Fuel: \$
- d) Lodging: \$
- e) Meals: \$
- f) **Total Expense: \$650.00**

Materials Requested For Training	Quantity	Price	Total
Resource Manuals (book)	35	@ \$55.00	→ \$1925.00
Encouragement, Empowerment (book)	35	@ \$23.00	→ \$805.00
Teach-To's (book)	15	@ \$45.00	→ \$675.00
Time To Teach Training (DVD)	0	@ \$	→ \$
Teachin' The Blues Away (CD – music)	0	@ \$	→ \$
Total Materials			→ \$3405.00

Shipping and Handling @ 10% - (of Materials Cost only)

Shipping and Handling = **\$340.50**

Total Due (In-service Fee + Expenses + Materials + Shipping) = \$6195.50

Materials

*Training materials cannot be resold after being purchased from The Center For Teacher Effectiveness. Provide the complete shipping address for the training materials:

Morningside Elementary
701 Morningside Drive
Twin Falls Id 83301

Contract or Purchase Order? Choose either option 1 or 2 below:

1) Our designee will sign this contract, and it will stand as our agreement together Yes ☒ No ☐
The designee signature is below, at the bottom of this page.

Or,

2) We will, instead, use a purchase order for the full amount of this training Yes ☐ No ☐

Purchase Order # _____

Amount of Purchase Order (must equal **Total Due** on previous page) 6,195.50

Signature of person completing this section Michelle Brewer

Payment of In-Service Fee

Payment is expected at the **conclusion - on the day of the seminar**. We are unable to conduct this in-service if you cannot meet these terms. Please initial below indicating that a check for the **\$6195.50** will be rendered on the day of the seminar, **January 28, 2016**.


***Check should be made payable to The Center For Teacher Effectiveness and given to Patti Davenport at the conclusion of the seminar.

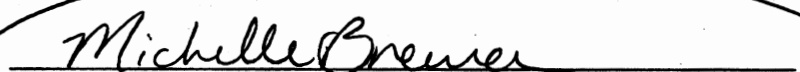
MB
initial

*In the unlikely event that Patti is unable to perform this in-service, Morningside Elementary is relieved of any and all of the expenses outlined above.

Signatures

Signature binds both parties under Terms of Agreement above. **BE SURE TO:** 1) complete and fields, 2) INITIAL Payment of In-Service Fee paragraph, 3) sign as the Representative in the lower right hand corner ("circled").


Richard Dahlgren, President & CEO
Center For Teacher Effectiveness


Morningside Elementary Designee or Representative-Date
(Not needed if using a PO. **Mandatory if not**)

Read, sign, and fax back pages 1-3 immediately to save the training date!

***Please fax back ALL PAGES 1-3,
but not the cover pages.***

Fax: 800-801-1872



SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

This Software as a Service (SaaS) Agreement ("**SaaS Agreement**") is made and entered into this 9th day of November, 2016, by and between Silverback Learning Solutions (hereinafter, "**Vendor**"), with its principal address at 408 E Parkcenter Boulevard #300, Boise, ID 83706 and Twin Falls School District #411 (hereinafter, "**Customer**") with its principal address at 201 Main Ave., Twin Falls, ID 83301. Vendor and Customer are each sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties.**"

A. Vendor is in the business of providing on-line software services and associated consulting services for the education industry. The Parties desire that Vendor make such software and services available to Customer under the terms and conditions of this Agreement.

B. Each order defined in an Order Form (as defined below) will be performed under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions**

As used in this SaaS Agreement and in any Order Forms, the following terms shall have the following meanings:

a. "**Agreement**" means this SaaS Agreement, any Order Forms, and any online terms of use and policies posted on the Vendor's website in conjunction with the delivery of the service defined below.

b. "**Content**" means the audio and visual information, documents, software, products, and services contained or made available to Customer in the course of using the Service. "**Customer Content**" is limited to test questions developed by Customer and uploaded onto Vendor's system for use with the Service. All other Content on the Vendor's websites and or otherwise made available by Vendor shall be deemed to be "**Vendor Content.**"

c. "**Confidential Information**" means all technological, financial, commercial or other information or data of a confidential nature and identified as such by an appropriate legend or marking.

d. "**Customer Data**" means any data, information, or material provided or submitted by Customer to the Service or Vendor in the course of using the Service.

e. "**Effective Date**" means the date first set forth above; or if an Order Form is subsequently accepted by Vendor, the Effective Date of the Order Form will be specified on the Order Form.

f. "**Initial Order Form**" means the first Order Form entered into by Customer and Vendor as of the Effective Date of this Agreement and attached hereto as **Exhibit A**, and incorporated by reference.

g. "**Intellectual Property Rights**" means any unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

h. "**License Administrator(s)**" means those Users designated by Customer who are authorized to administer Customer's use of the Service.

i. "**License Term(s)**" means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s).



j. **"Order Form(s)"** means the form evidencing the SaaS subscription for the Service (the format of which shall conform to Exhibit A) and any subsequent order forms submitted in writing, specifying, among other things, the scope of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the Parties, each such Order Form to be incorporated into and to become a part of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail.

k. **"Service(s)"** means the specific edition and modules of Vendor's online edifyAssess™ software identified on the Initial Order Form, developed, operated, and maintained by Vendor, accessible via <http://www.edifylearning.com> or another designated website or IP address, or ancillary online or offline products and services provided to Customer by Vendor, to which Customer is being granted access under this Agreement (or as Vendor may grant to Customer in subsequent Order Forms), including the Vendor Technology and the Vendor Content.

l. **"Student"** means any student or other program participant enrolled or matriculated into Customer's school, college, department or other educational institution whose information is being managed by the Service.

m. **"User(s)"** means a Student or Customer faculty, teachers, instructors, administrators, employees, representatives, consultants, contractors, or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by Vendor at Customer's request). For purposes of clarity, a Student may or may not use the on-line Service (for example, to take an online exam), however, each Student will be considered a User notwithstanding any non-use of the Service by that Student.

n. **"Vendor Technology"** means all of Vendor's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Customer by Vendor in providing the Service.

2. License Grant and Restrictions

a. Vendor hereby grants Customer a nonexclusive, nontransferable right to use the Service, solely for Customer's own educational operations (as defined in the Order Form(s)) and internal purposes, during the License Term and subject to the terms and conditions of this Agreement. All rights not expressly granted to Customer are reserved by Vendor and its licensors. Notwithstanding anything contained herein to the contrary, Vendor is free to enter into similar licenses and SaaS subscription agreements with others.

b. Customer shall not, without Vendor's prior written consent, grant access to the Service: (i) to any User who is a direct competitor of Vendor; or (ii) for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

c. Customer shall not, without prior written consent of Vendor: (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party (other than Users and Students) the Service or the Vendor Content in any way; (ii) modify or make derivative works based upon the Service or the Vendor Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Vendor Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User licenses cannot be shared or used by more than one individual User.

d. Customer may use the Service only for Customer's educational operations and internal purposes and shall not use the Service to: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or



programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

3. Customer Responsibilities

Customer is responsible for all activity occurring under Customer's User accounts and shall abide by all applicable local, state, national, and foreign laws, treaties and regulations in connection with Customer's use of the Service, including those related to data privacy, international communications, and the transmission of technical or personal data. Customer shall: (i) notify Vendor immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Vendor immediately and use reasonable efforts to stop immediately any copying or distribution of Vendor Content that is known or suspected by Customer or Customer Users; and (iii) not impersonate another Service user or provide false identity information to gain access to or use the Service.

4. Account Information and Data

a. Customer Data. Vendor does not own any Customer Data. Customer, not Vendor, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data.

b. Effect of Termination. As part of the basic Service provided to Customer hereunder, Vendor makes available certain Data Extract protocols that allow Customer periodically during the License Term to copy, download and extract information from the Vendor's Service in standard formats previously developed by Vendor. In addition to the Data Extract protocols, if this Agreement is terminated (other than by reason of Customer's breach), and for an additional charge payable in advance, Vendor will make available to Customer a file of the Customer Data (in the standard format that Vendor generally makes available to its other customers) within 30 days of termination if Customer so requests at the time of termination. Vendor's additional charge will be based on Vendor's then-current hourly consulting rates and Vendor's estimate of the number of hours required to prepare the copy of Customer's Data. Vendor reserves the right to withhold, remove, and/or discard Customer Data without notice for any breach, including, without limitation, Customer's non-payment. Upon termination for cause, Customer's right to access or use Customer Data immediately ceases, and Vendor shall have no obligation to maintain or forward any Customer Data.

5. Intellectual Property Ownership

a. Vendor Technology. Vendor (and its licensors, where applicable) shall exclusively own all right, title, and interest, including all related Intellectual Property Rights, in and to the Vendor Technology, Vendor Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer or any other party relating to the Service. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, the Vendor Technology or the Intellectual Property Rights owned by Vendor. Vendor's name, Vendor's logo, and the product names associated with the Service are trademarks of Vendor or third parties, and no right or license is granted to use them.

b. Customer Content. Vendor has designed the Service to accept Customer generated information (such as test questions) and other Customer Content and to integrate such Customer Content with Vendor Content on the Service. In consideration of the integration and Vendor's publishing of the Customer Content, Customer hereby grants to Vendor a non-exclusive, non-transferable, perpetual license to use and reproduce any Customer Content that is uploaded or transferred to the Vendor's Service or website. Such license to use Customer Content shall survive the termination of this Agreement, unless Customer terminates this Agreement due to Vendor's breach of Vendor's obligations.

c. Confidentiality.



i. The content of this Agreement shall be kept strictly confidential and not be disclosed to any third party without the prior written consent of the other Party (such consent not to be unreasonably withheld), except as reasonably necessary to enforce the terms of the Agreement.

ii. Neither Party shall disclose any of the other Party's Confidential Information to any third party without the other Party's prior written consent. Each Party shall protect Confidential Information received from the other Party with at least the same degree of care that it exercises with respect to its own Confidential Information (but always with no less than a reasonable standard of care), and shall disclose such Confidential Information only to those of its employees who have a "need to know" in connection with the performance of this Agreement.

iii. The duty of confidentiality does not apply to Confidential Information which the receiving Party can prove:

- (1). is generally known to the public at the time of disclosure by the disclosing Party or later becomes so generally known without the fault of the receiving Party;
- (2). was already known to the receiving Party prior to disclosure by the disclosing Party;
- (3). is disclosed to the receiving Party by a third party who did not obtain such information from the disclosing Party subject to any confidentiality obligation;
- (4). is independently developed by the receiving Party; or
- (5). is approved for release or use by the other Party's prior authorization in writing.

6. **Charges and Payment of Fees**

a. **Base Charges.** Unless otherwise specified on an Order Form accepted by Vendor:

i. Customer shall pay all fees or charges to Customer's account in accordance with the fees, charges, and billing terms set forth in the applicable Order Form in effect at the time a fee or charge is due and payable;

ii. The initial "**Base Charge**" will cover at a maximum the Number of Users listed on the Order Form at the license fee listed on the Order Form;

iii. Payments must be made in advance;

iv. All payment obligations are non-cancelable and all amounts paid are nonrefundable;

v. Customer is responsible for paying for all licenses ordered for the entire License Term, whether or not such licenses are actively used;

vi. Customer must provide Vendor with valid credit information and approved purchase order information as a condition to signing up for the Service; and

vii. An authorized License Administrator may add licenses by executing an additional written Order Form. Added licenses will be subject to the following, unless otherwise specified in the Order Form accepted by Vendor: (i) added licenses will be coterminous with the preexisting License Term (either Initial Term or renewal term); (ii) the license fee for the added licenses will be the then current, generally applicable license fee; and (iii) for monthly charges, licenses added in the middle of a billing month will be charged in full for that billing month.

b. **Limited Customer and User Support.** Services shall only include those modules or collection of Services described in the applicable Order Form. Unless otherwise stated in the applicable Order Form, Vendor disclaims any responsibility to provide any additional Customer or User support except as may be mutually agreed in the Order Form or under a separate written agreement to render additional support services.



c. Change Order for Consulting or Development Services. Unless otherwise specified in an Order Form accepted by Vendor, Services shall not include modifications to the Service. Upon request by Customer, Vendor may prepare a Change Order (the form of which is attached hereto as Exhibit B) for any (i) consulting services or (ii) development services for modifications or enhancements to features of the Service. Upon mutual agreement and signature of the Change Order, Vendor shall undertake the work described in the Change Order and bill Customer for the work per the terms specified in the Change Order.

7. **Excess Data Storage Fees**

The maximum data storage space provided to Customer at no additional charge is specified in the Order Form. If the amount of data storage required exceeds these limits, Customer will be charged the then-current storage fees. Vendor will use reasonable efforts to notify Customer when the storage used reaches approximately 90 percent of the maximum; however, any failure by Vendor to so notify Customer shall not affect Customer's responsibility for such additional storage charges. Vendor reserves the right to establish or modify its general practices and limits relating to storage of Customer Data.

8. **Billing and Renewal**

a. Unless otherwise specified in the Order Form, Vendor charges and collects in advance for use of the Service (all fees are deemed earned upon payment and Customer shall not be entitled to any credit or refund upon early termination prior to end of the License Term). Any extension or renewal shall be based on then-current charges in effect after the License Term. Fees for other services will be charged on an as-quoted basis. Vendor's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only U.S. (federal or state) taxes based solely on Vendor's income.

b. Customer agrees to provide Vendor with complete and accurate billing and contact information. This information includes Customer's legal company name, street address, email address, and name and telephone number of an authorized billing contact and License Administrator. Customer agrees to update this information within 30 days of any change to it. If the contact information Customer has provided is incorrect or misrepresented, Vendor reserves the right to terminate Customer's access to the Service in addition to any other legal remedies.

c. If Customer believes its bill is incorrect, Customer must contact Vendor in writing within 15 days of the date of the invoice to be eligible to receive an adjustment or credit. In the absence of such contact, all invoices shall be deemed approved by Customer 15 days of the date of the invoice.

9. **Nonpayment and Suspension**

a. In addition to any other rights granted to Vendor herein, Vendor reserves the right to suspend or terminate this Agreement and Customer's access to the Service if Customer's account becomes delinquent. Delinquent invoices and accounts are subject to interest of 1.0 percent per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Customer will continue to be charged for licenses during any period of suspension. If Customer or Vendor initiates termination of this Agreement, Customer will be obligated to pay the balance due on Customer's account computed in accordance with Sections 6 and 8 above.

b. Upon termination of this Agreement, all Customer payment obligations accrued hereunder through the date of termination will become due and payable and any installment plan payments will be deemed accelerated, due and payable.

c. Vendor reserves the right to impose a reconnection fee in the event Customer is suspended and thereafter requests access to the Service. Customer agrees and acknowledges that Vendor has no obligation to



retain Customer Data and that such Customer Data may be irretrievably deleted if Customer's account is more than 30 days past due.

10. Termination for Cause

Any breach of Customer's payment obligations or unauthorized use by Customer or Customer's Users of the Vendor Technology or Service will be deemed a material breach of this Agreement. Vendor, in its sole discretion, may terminate Customer's password(s), account, or use of the Service if Customer breaches or otherwise fails to comply with this Agreement. This Agreement shall not terminate due to lack of use or reduction in maximum number of Users specified on the applicable Order Form.

11. Representations and Warranties

a. Each Party represents and warrants that it has the legal power and authority to enter into this Agreement.

b. Vendor represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof, so long as the Service is used pursuant to the terms of this Agreement and Vendor's on-line terms of use.

c. Customer represents and warrants that:

i. Customer has not falsely identified any information it has provided to Vendor nor provided any false information to gain access to the Service and that Customer's billing information is correct.

ii. Customer has obtained any consents or authorizations required for Customer to use the Service and to enter into this Agreement. Vendor will be relieved of its obligations to the extent that they are affected by Customer's failure to obtain any such required consent or authorization.

iii. Customer acknowledges it is Customer's responsibility to determine whether the Service offered by Vendor, its hosting environment, and its use with Customer Data is appropriate for Customer and will meet Customer's needs. Customer is responsible for notifying Vendor in advance in order to request changes to its hosting environment, including any additional capacity required to support anticipated peaks in demand that may significantly increase website hits, transaction volumes, or otherwise increase system resource utilization.

12. Mutual Indemnification

a. Customer shall indemnify and hold Vendor, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data or Content infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by Customer of Customer's representations and warranties; or (iii) a claim arising from the breach by Customer or Customer Users of this Agreement, provided in any such case that Vendor (1) gives written notice of the claim promptly to Customer; (2) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless Customer unconditionally releases Vendor of all liability and such settlement does not affect Vendor's business or Service); (3) provides to Customer all available information and assistance; and (4) has not compromised or settled such claim.

b. Vendor shall indemnify and hold Customer and Customer's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by Vendor of its representations



or warranties; or (iii) a claim arising from breach of this Agreement by Vendor; provided that Customer (1) promptly gives written notice of the claim to Vendor; (2) gives Vendor sole control of the defense and settlement of the claim (provided that Vendor may not settle or defend any claim unless it unconditionally releases Customer of all liability); (3) provides to Vendor all available information and assistance; and (4) has not compromised or settled such claim. Vendor shall have no indemnification obligation, and Customer shall indemnify Vendor pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of Customer products, service, hardware or business process.

13. Disclaimer of Warranties

VENDOR AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. VENDOR AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER THROUGH THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (E) ERRORS OR DEFECTS WILL BE CORRECTED; OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL VENDOR CONTENT IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY VENDOR AND ITS LICENSORS.

14. Internet Delays

VENDOR'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. VENDOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING ITS CONNECTIVITY TO THE INTERNET AND OTHER MEANS OF ELECTRONIC COMMUNICATIONS.

15. Limitation of Liability

IN NO EVENT SHALL VENDOR'S AGGREGATE LIABILITY HEREUNDER EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR, OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. Local Laws and Export Control

a. Vendor provides services and uses software and technology that may be subject to U.S. export controls administered by the U.S. Department of Commerce, the U.S. Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. Customer acknowledges and agrees that the software and Services shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries on which the United States, Switzerland, and/or the European Union maintains an embargo (collectively, "**Embargoed**



Countries”), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury’s List of Specially Designated Nationals or the U.S. Department of Commerce’s Table of Denial Orders (collectively, “**Designated Nationals**”). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, Customer represents and warrants that Customer is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Customer agrees to comply strictly with all U.S., Swiss, and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

b. The software and Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730–774 and Council Regulation (EC) No. 428/2009.

c. Vendor and its licensors make no representation that the Service is appropriate or available for use in other locations. Customer is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Vendor Content contrary to U.S., Swiss, or European Union (including European Union Member States) law is prohibited. None of the Vendor Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical, or biological weapons, or missile projects, unless specifically authorized by the U.S. government or appropriate European body for such purposes.

17. Notice

Vendor may give notice by means of a general notice on the Service, email to Customer address on record in Vendor’s account information, by written communication sent by first class mail or pre-paid post to Customer address on record in Vendor’s account information; or by letter delivered by nationally recognized overnight delivery service. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). Customer may give notice to Vendor (such notice shall be deemed given when received by Vendor) at any time by any of the following: letter sent by confirmed facsimile to Vendor at the following fax number: +1 (208) 258-2589; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Vendor at the following address:

Contract Administration
Silverback Learning Solutions
408 E Parkcenter Boulevard
Suite 300
Boise, ID 83706

18. Modification to Terms

This Agreement may not be amended or modified without written consent signed by the Parties. Provided, however, Vendor reserves the right to modify its on-line policies or terms of use relating to the Service at any time, effective upon posting of an updated version of the policies or terms of use on the Service. Customer is responsible for regularly reviewing Vendor’s on-line policies and terms of use. Continued use of the Service after any such changes shall constitute Customer’s consent to such changes. A waiver or amendment of any term or provision of this Agreement shall not be construed as a waiver or amendment of any other term or provision.

19. Assignment; Change in Control

a. This Agreement may not be assigned by Customer without the prior written approval of Vendor but may be assigned without Customer’s consent by Vendor to (i) a parent or subsidiary of Vendor, (ii) an acquirer of Vendor’s assets, or (iii) a successor by merger with or of Vendor.



b. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of Customer that results or would result in a direct competitor of Vendor directly or indirectly owning or controlling 50 percent or more of Customer shall entitle Vendor to terminate this Agreement for cause immediately upon written notice.

c. Notwithstanding the foregoing, in all permitted assignments, this Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and to their respective permitted assigns, successors, heirs and representatives.

d. This Agreement is for the sole benefit of the Parties hereto and their permitted assigns and nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

20. **General**

a. **Governing Law, Venue and Jurisdiction.** This Agreement shall be governed by Idaho law and controlling U.S. federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and, except as specified in Section 20(b) below, any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Ada County, Idaho and venue in such courts shall be deemed proper.

b. **Venue, and Jurisdiction for Customer Located in Europe, Africa or Middle East.** If the Services will be performed for a Customer located in Europe, Africa or the Middle East, the following shall apply:

i. All disputes and differences between the Parties arising out of or under this Agreement shall be settled and finally determined by binding arbitration in accordance with the applicable rules of the International Chamber of Commerce ("**ICC**").

ii. The arbitration shall be conducted in London, England.

iii. The arbitration court shall be composed of three (3) arbitrators, one of whom will be named by each Party. The third arbitrator, who shall act as chairman, shall be determined in accordance with the rules of the ICC. The arbitrators shall decide each issue presented to them by a majority vote, and their decisions shall be in writing and shall be final and conclusive.

iv. The amount of the costs of any such arbitration and by whom they shall be paid will be determined as part of the arbitration.

v. This Agreement shall be enforceable by (and judgment upon any award rendered by the arbitrators may be entered in) any court having jurisdiction.

c. **Severability.** No text or information set forth on any other purchase order, preprinted form, or document (other than an Order Form or Change Order, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

d. **Relationship of Parties.** The Parties are independent contractors and will so represent themselves in all regards. Neither Party is the agent of the other and neither may bind the other in any way. No joint venture, partnership, employment, or agency relationship exists between Customer and Vendor as a result of this Agreement or use of the Service.



e. Entire Agreement. This Agreement, together with any applicable Order Form or Change Order, comprises the entire agreement between Customer and Vendor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding the subject matter contained herein.

f. Further Assurances. Each of the Parties hereto shall perform such further acts and execute such documents as may reasonably be required to effectuate the transactions contemplated hereby.

g. No Rules of Construction; Joint Authorship. No rules of construction based on authorship shall be invoked or used in interpreting this Agreement and for all purposes hereunder, both Parties to this Agreement shall be deemed to be joint authors.

h. Compliance with Laws. Each Party represents and warrants that it will comply with all applicable securities and other laws, rules and regulations relating hereto and that it shall not circumvent or frustrate the intent of this Agreement.

i. Counterparts. This Agreement may be executed by facsimile or electronic signatures and in multiple counterparts, each of which shall be deemed an original. It shall not be necessary that each Party executes each counterpart, or that any one counterpart be executed by more than one Party so long as each Party executes at least one counterpart. In the event this Agreement is executed in more than one language, the English language version of this Agreement shall be controlling in all cases.

j. Force Majeure. Neither Party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil, or military authority, act of God, act or omission of carriers, or other similar causes beyond its control. If any such event of force majeure occurs and such event continues for ninety (90) days or more, the Party delayed or unable to perform shall give immediate notice to the other Party, and the Party affected by the other's delay or inability to perform may elect at its sole discretion to: (a) terminate this Agreement or the affected order solely upon mutual agreement of the Parties; (b) suspend such order for the duration of the condition and obtain or sell elsewhere software, comparable to the Software to have been obtained under the order; or (c) resume performance of such order once the condition ceases with the option of the affected Party to extend the period of this Agreement up to the length of time the condition endured. Unless written notice is given within thirty (30) days after the affected Party is notified of the condition, option (c) shall be deemed selected.

k. No Conflicting Agreements. Each Party represents and warrants that the execution and delivery of this Agreement by such Party does not, and compliance by it with the terms hereof and consummation by it of the transactions contemplated hereby will not (i) violate any existing term or provision of any law, regulation, statute, ordinance, rule, order, writ, judgment, injunction or decree, (ii) conflict with or result in a breach of any of the terms, conditions, or provisions of any agreement or instrument to which it is a Party or by which it or any of its assets or properties is bound or subject; or (iii) give to others any right of termination, cancellation, acceleration or modification in or with respect to any agreement or instrument to which it is a Party or by which its assets or properties may be bound, and as to which will adversely affect its ability to consummate the transactions contemplated hereby.

l. Legal Fees. In any arbitration or civil action between the Parties arising from or in connection with this Agreement, or its breach, the prevailing Party in such action shall be entitled, in addition to damages and injunctive or other relief, to its costs and expenses incurred pursuant to this Agreement, including reasonable attorneys' fees.

m. Publicity. The Parties hereby agree to use their best efforts to issue a mutually agreed press release or similar publicity statement within six (6) weeks of the date of this Agreement. Thereafter, neither Party shall issue a press release or other similar publicity of any nature regarding this Agreement without the other



Party's prior written approval, which shall not be unreasonably withheld. Notwithstanding the foregoing, each Party hereby agrees the other Party may use its name, URL and logo on its website and in its customer and partner lists for marketing, corporate and financial presentations.

n. No Sale or Lease of Goods. As between Customer and Vendor, Vendor retains all right, title, and interest in the Service components. No goods are sold or leased by Vendor under this Agreement. If Customer desires to purchase or to lease goods from Vendor, such purchase or lease will be governed by a separate mutually acceptable written agreement between Customer and Vendor or a Vendor Affiliate.

o. Survival. Any of these terms and conditions which by their nature extend beyond the Agreement termination or expiration remain in effect until fulfilled, including, without limitation, Sections 4(b), 5, 9, 12, 13, 15, 17 and 20 ; and apply to both Customer's and Vendor's respective successors and assignees.

p. Personnel. Each Party is responsible for the supervision, direction, and control of its respective personnel. Vendor reserves the right to determine the assignment of its personnel. Vendor may subcontract portions of the Services to Subcontractors and Affiliates selected by Vendor.

q. Actions Period. Neither Party may bring a legal action related to this Agreement more than two years after the cause of action accrued.



AUTHORIZED SIGNATURE

The undersigned hereby certifies that he/she has the authority to sign this Agreement.

IN WITNESS WHEREOF, the Parties have executed this SaaS Agreement on the day and in the year as set forth above.

CUSTOMER:

VENDOR:

AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
PRINT NAME Dr. L.T. Erickson III	PRINT NAME Jade Millington
TITLE Director of Secondary Programs	TITLE Chief Financial Officer
DATE	DATE

Please return this signed SaaS Agreement along with completed purchase order to Silverback Learning by fax, email, or postal mail.

Fax: (208) 258-2589
Attn: Contract Administration

Email: CFO@silverbacklearning.com

Postal Mail: Silverback Learning Solutions
408 E Parkcenter Blvd
Suite 300
Boise, ID 83706



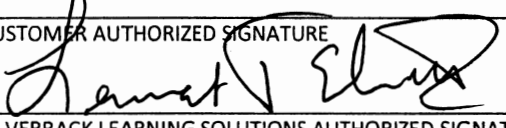
EXHIBIT A

ORDER FORM

This Order Form is being executed and delivered pursuant to the SaaS Agreement defined above, the terms and conditions of which are hereby incorporated by reference.

Date of SaaS Agreement	November 9, 2016
Customer	Twin Falls School District #411
Name of covered school(s)	Secondary Schools
Effective Date of Order Form	November 9, 2016
License Term:	1 Year
Services:	EdifyAssess™ Platform Installation with: Item/Test Creation, Test Scheduling and Distribution, Online Testing Application, Test Analysis Reporting Suite, EdifyStat™, complimentary item bank.
Total Number of Students	4,500
Pricing for Student User Access:	\$3.00 per student
Pricing for Staff Development (optional):	\$1,000.00 per day plus all travel expenses for onsite; \$100 / hour for online training.
Pricing for Installation and Integration	Startup consulting can be added at \$150 per hour plus travel expenses.
Final SaaS Agreement Pricing:	\$13,500, plus training and travel, if any.

ORDER FORM ACCEPTED BY:

PRIMARY CUSTOMER CONTACT Dr. L.T. Erickson III	TITLE Director of Secondary Programs
PHONE 208 – 733 - 6900	EMAIL EricksonLe@tfstd.org
BILLING ADDRESS 201 Main Ave., Twin Falls, ID 83301	SHIPPING ADDRESS Same
CUSTOMER AUTHORIZED SIGNATURE 	TITLE
SILVERBACK LEARNING SOLUTIONS AUTHORIZED SIGNATURE	TITLE Chief Financial Officer

Harrison Elementary 21st Century Community Learning Center Afterschool Program Evaluation

Scope of Work for Saulgill LLC

Period of work

January 1, 2017 to June 30, 2017

Project Objective

To conduct an independent third-year program evaluation for the Harrison Elementary 21st Century Community Learning Center (21st CCLC) afterschool program.

Work to be performed

The Idaho State Department of Education 21st Century Community Learning Center's "Guidance for Independent Evaluation" specifies that local evaluation reports follow a common outline comprised of five sections: (1) background information, (2) evaluation method, (3) evaluation findings, (4) using the evaluation, and (5) optional appendices. Saulgill LLC will complete the following tasks:

- 1) Develop the background information section working with the 21st CCLC program director. The 21st CCLC program director will provide the necessary information (program description program rationale, etc.), and Saulgill LLC will incorporate it into the report.
- 2) Collect data to answer the four minimum evaluation questions required by the funder and additional evaluation questions developed with the 21st CCLC program director by
 - a. Summarizing participants' performance data (grades, attendance, standardized test scores, etc.) and results of past surveys as provided by the 21st CCLC program director;
 - b. Surveying school teachers and staff, students, and parents (Saulgill will write the survey instrument, analyze the data, and write up the results and the 21st CCLC program director will collect the data);
 - c. Interviewing program staff, key partners, and other stakeholders as identified by the 21st CCLC program director (up to 6 in-depth interviews conducted in person or by phone, as appropriate); and
 - d. Collecting observation data during one visit to the school site.
- 3) Organize and present the data to answer the evaluation questions, and write conclusions and recommendations (i.e., Saulgill will write Sections 2 and 3 of the evaluation report).
- 4) Support development of Section 4 (Using the Evaluation).

Deliverables

- Sections 1, 2, and 3 of the evaluation report, along with appendices (survey instruments, etc.) as appropriate for section 5.
- Communication with the 21st CCLC program director.

Timeline

- January 1 to February 3, 2017 – Develop survey questionnaires and interview guides
- February 6 to March 31, 2017 – Collect data

- April 3 to May 12, 2017 – analyze data and draft report
- May 15 to May 19, 2017 – 21st CCLC program director reviews report
- May 22 to June 30, 2017 – finalize report and submit to CCLC program director

Fee

\$90 hour

Budget

96 hours at \$90 hour for a cost of \$8,640

\$620 for travel for observations

\$9,260 total project cost

Billing and Payment

Saulgill LLC will bill twice during the time period: once mid-way through the project and once after the final deliverables have been accepted. Billing will include a listing of activities undertaken and progress towards deliverables in addition to hours worked and amount charged.

Contact Information

Saulgill, LLC

Darin Saul, Ph.D.

1857 Home Ave

Walla Walla WA 99362

509-595-3265

darinsaul@outlook.com



Twin Falls School District #411
201 Main Ave. W
Twin Falls, ID 83301

P 208.733.6900
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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.

Date: December 9, 2016

To: Dr. Wiley Dobbs, Superintendent of Schools
Twin Falls School District Board of Trustees

From: Sonia DeLeon, Human Resource Manager

Re: Administrative Contract – 2017-2018

The Human Resource Department recommends to the Superintendent and the Twin Falls School District Board of Trustees the approval of the following administrative position for the 2017-2018 school year.

- Ryan Ellsworth, Middle School Principal at South Hills Middle School

NEW TEACHERS - 2016-2017

<u>Teacher 's Name</u>		<u>School</u>	<u>Position Hired For</u>	<u>Years of Experience</u>
Holcomb	Jennifer	Oregon Trail	Resource Teacher	4



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

Date: December 9, 2016

To: Dr. Wiley Dobbs, Superintendent of Schools
Twin Falls School District Board of Trustees

From: Sonia DeLeon, Human Resource Manager

Re: Certified Retirements – 2017-2018

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

- Carol Hill, Physical Education Teacher at Perrine Elementary & Morningside Elementary
- Paula Schreiner, Third Grade Teacher at Perrine Elementary
- Pam Nielsen, Second Grade Teacher at Oregon Trail Elementary
- Carla Mingo, Speech Language Pathologist at Support Services
- Vicki Garrett, Fourth Grade Teacher at Perrine Elementary

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

Wiley J. Dobbs, Ph.D.
Superintendent of Schools



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

Date: December 9, 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:

James Carlock	Custodian at Canyon Ridge High School
Deborah Baker	Paraeducator (Pre School) at Pillar Falls Elementary
Michael Atwood	Custodian at Canyon Ridge High School
Cindy Crum	Paraeducator (Special Education) at Lincoln Elementary
Ricky Box	Playground Aide at Pillar Falls Elementary
Carol Katona	Paraeducator (Title 1) at Harrison Elementary
Amanda White	Instructional Aide at Pillar Falls Elementary School
Jennifer Schutte	Cook at O'Leary Middle School
Nicole Swan	Playground Aide at Perrine Elementary School
Susan Knight	Instructional Aide at Morningside Elementary
Cindy Higbee	Playground Aide at Rock Creek Elementary
Cindy Greaves	Playground Aide at Rock Creek Elementary

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

2016-2017

NAME

POSITION

Stephanie Leitch	Assistant Food Service Manager at O'Leary Middle School
David Thompson	Cook at O'Leary Middle 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.

Wiley J. Dobbs, Ph.D.
Superintendent of Schools



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

Date: December 8, 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
Luann Carroll	Cafeteria Aide	Robert Stuart Middle School
Hannah Meyerhoeffer	Behavior Paraeducator	Twin Falls High School
Amy Gillett	Cook	Sawtooth Elementary
Laura Gines	Playground Aide	Pillar Falls Elementary
Melody Cameron	Playground Aide	Rock Creek Elementary

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

Wiley J. Dobbs, Ph.D.
Superintendent of Schools



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

Date: December 8, 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.

Kelbee Marsh	Assistant Dance Coach	Twin Falls High School
Leah Holloway	Department Head – PE/Health	Canyon Ridge High School



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

Date: December 8, 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 Resignation

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

- Michaela Turner – JV assistant volleyball coach at Canyon Ridge High School

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

Wiley J. Dobbs, Ph.D.
Superintendent of Schools



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

Date: December 9, 2016

To: Wiley J. Dobbs, Superintendent
Twin Falls School District Board of Trustees

From: Sonia DeLeon, Human Resource Manager

Re: Student Teacher Request

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
Fallon Machado	P.E./Health	Leah Holloway	Canyon Ridge High School	Spring 2017	Carroll College

Wiley J. Dobbs, Ph.D.
Superintendent of Schools



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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 29, 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
Dacia Hunter	Earth Science	Canyon Ridge High School

The above individual has been hired as an earth science and biology teacher for the 2016-17 school year. Ms. Hunter currently holds an Idaho standard secondary teaching certificate with an biological 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 an earth science 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.

Wiley J. Dobbs, Ph.D.
Superintendent of Schools



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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.

December 7, 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
Jeffrey Bowman	Earth Science	Twin Falls High School

The above individual has been hired as an earth science and biology teacher for the 2016-17 school year. Mr. Bowman currently holds an Idaho standard secondary teaching certificate with a biological science endorsement. He's in the process of completing the additional requirement to obtain his natural science endorsement with the Idaho State Department of Education. In order for this employee to be employed as an earth science 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.

Wiley J. Dobbs, Ph.D.
Superintendent of Schools



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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.

Date: December 9, 2016

To: Dr. Wiley J. Dobbs, Superintendent of Schools
Twin Falls School District Board of Trustees

From: Sonia DeLeon, Human Resource Manager

Re: District/University Agreement

The Human Resources department recommends to the Superintendent and the Twin Falls School District Board of Trustees that the attached agreement between the Twin Falls School District and Carroll College allowing placement of student teachers be approved.

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

Early Graduation Requests

CRHS

Carrigan Cantu

CRHS

Kya Harris

EMPLOYEE OF THE MONTH QUESTIONS

Name:	Sarah Gabbard
Position:	Paraprofessional
Hometown:	Bliss, ID
Inspiration:	My kids
Pet Peeve:	Negativity.
You Have a 10 Minute Speech to give at a High School. What is the Title?	Actions Speak Louder Than Words
What Word Describes you Best?	Tenacious.
One Thing People Don't Know About You:	I have a foot phobia
If you Could be any Character in Fiction, Who Would you be?	Katniss Everdeen
Favorite Movie or Book:	10 Things I Hate About You
Which Sitcom, Past or Present, is most Reflective of your Life?	The New Girl
How do you want to be Remembered?	I want to be remembered as someone that
The Favorite Part of My Day Is:	When my kids get home from school.

Principal Note:

Sara does a fantastic job serving as our para professional working closely with Mr. Ritchie in our math department. In addition, she oversees our “Snack Shack” –thus, is quite popular with all the students. Sara’s demeanor, confidence, and supportive nature has truly impacted the students and staff at Bridge Academy. Go Patriots!
C2G!

DRAFT

TWIN FALLS SCHOOL DISTRICT #411

DRAFT

2017-2018 SCHOOL CALENDAR

Jul 2017						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Aug 2017						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SEP 2017						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Oct 2017						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Nov 2017						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Dec 2017						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August

- 7 12th and 11th Grade A-M Registration-TFHS/CRHS
8th Grade Registration-RSMS/OLMS
- 8 11th Grade N-Z and 10th Grade Registration-TFHS/CRHS
7th Grade Registration-RSMS/OLMS
- 9 9th/All Grades Registration-TFHS/CRHS
6th Grade Registration-RSMS/OLMS
New Teacher Orientation
- 10 Summer Institute
- 11 Summer Institute
- 14 1/2 Opening Day
1/2 Day Building Retreat
- 15 Teacher Workday
- 16 Teacher Workday
- 17 First Day of School

September

- 1 Early Dismissal for Students and Staff
No School 1/2 Day Kindergarten
- 4 Labor Day - No School
- 5 Data Day - No School

October

- 5 State Inservice - No School
- 6 State Inservice - No School
- 13 End of 1st Quarter - 39 Days- Teacher Workday - No School All Grades
- 18 Kindergarten Parent/Student/Teacher Conferences
No School Kindergarten

- 19 District Wide Parent/Student/Teacher Conferences
No School for All Grades
- 20 No School For All Grades

November

- 20 ICS Teacher In-Service
No School All Grades
- 21 ICS Teacher In-Service
No School All Grades
- 22 Thanksgiving Break
No School Nov. 20- 24

December

- 21 End of 2nd Quarter - 45 Days
End of 1st Semester - Early Dismissal
No School 1/2 Day Kindergarten
1/2 Day Report Cards
- 22 Christmas Vacation-
No School Dec 22- Jan 5

January

- 8 School Resumes

February

- 19 ICS Teacher In-Service
No School All Grades

March

- 9 End of 3rd Quarter - Early Dismissal
1/2 Day Report Cards - 45 Days
No School Half Day Kindergarten
- 20 CRHS/TFHS-Advisor/Parent/Student Registration Conferences
- 21 CRHS/TFHS-Advisor/Parent/Student Registration Conferences
Kindergarten Parent/Student/Teacher Conferences
No School for Kindergarten
- 22 CRHS/TFHS - Junior Boards and Senior Projects
Elementary and Middle School Parent/Student/Teacher Conferences
No School For All Grades
- 23 No School For All Grades
- 26 Spring Break-No School March 26-30

April

- 2 School Resumes

May

- 21 TFHS Graduation
- 22 CRHS Graduation
- 23 MVHS Graduation
- 24 End of 4th Quarter - 48 Days
Last Day of School-Early Dismissal
1/2 Day Report Cards
No School Half Day Kindergarten
School Year - 177 Days
- 25 1/2 Analyze Assessments and Goals
1/2 Day Teacher Workday
- 28 Memorial Day

JAN 2018						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEB 2018						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

MAR 2018						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APR 2018						
S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY 2018						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUN 2018						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

TWIN FALLS SCHOOL DISTRICT NO 411

TWIN FALLS, IDAHO

GENERAL FUND

**PROJECTED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES**

FOR THE YEAR ENDED JUNE 30, 2017

REVENUES

Local revenue	
Property taxes	\$ 6,333,139.00
Other local	765,779.88
Total local revenues	<u>7,098,918.88</u>
State revenue	46,722,554.04
Federal revenue	111,088.32
Other revenue	-
Total revenues	<u>53,932,561.24</u>

EXPENDITURES

Salaries	33,042,413.99
Benefits	12,212,105.30
Purchased services	5,428,890.04
Supplies and materials	2,335,127.98
Capital outlay	88,162.15
Insurance	306,978.00
Total expenditures	<u>53,413,677.46</u>

**EXCESS (DEFICIENCY) OF REVENUE
OVER EXPENDITURES**

518,883.78

**Other financing sources (uses)
Net transfers in (out)**

15,667.18

**EXCESS (DEFICIENCY) OF REVENUES AND OTHER
FINANCING SOURCES OVER EXPENDITURES
AND OTHER FINANCING USES**

534,550.96

Fund balance, beginning of year

3,784,995.85

Fund balance, end of year

\$ 4,319,546.81

TWIN FALLS SCHOOL DISTRICT NO 411

TWIN FALLS, IDAHO

GENERAL FUND

**PROJECTED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES**

FOR THE YEAR ENDED JUNE 30, 2017

REVENUES

Local revenue	
Property taxes	\$ 6,333,139.00
Other local	765,779.88
Total local revenues	<u>7,098,918.88</u>
State revenue	46,722,554.04
Federal revenue	111,088.32
Other revenue	-
Total revenues	<u>53,932,561.24</u>

EXPENDITURES

Instructional	\$30,976,320.66
Support services	\$22,233,717.83
Non-instruction	\$102,816.13
Capital Outlay	\$100,822.84
Debt service	-
Total expenditures	<u>53,413,677.46</u>

**EXCESS (DEFICIENCY) OF REVENUE
OVER EXPENDITURES**

518,883.78

**Other financing sources (uses)
Net transfers in (out)**

\$15,667.18

**EXCESS (DEFICIENCY) OF REVENUES AND OTHER
FINANCING SOURCES OVER EXPENDITURES
AND OTHER FINANCING USES**

534,550.96

Fund balance, beginning of year

\$3,784,995.85

Fund balance, end of year

\$ 4,319,546.81



2016-2017

School	Market Value	Supplemental M&O	Supplemental Amount
Twin Falls	\$ 3,559,736,181.00	0.0012641390	\$ 4,500,000
Pocatello	\$ 3,616,228,327.00	0.0025540230	\$ 9,235,931
Idaho Falls	\$ 3,256,273,797.00	0.0020882760	\$ 6,800,000
Nampa	\$ 4,289,061,222.00	0.0018139170	\$ 7,780,000
Vallivue	\$ 2,467,264,510.00	0.0018238820	\$ 4,500,000

2015-2016

School	Market Value	Supplemental M&O	Supplemental Amount
Twin Falls	\$ 3,403,727,156.00	0.0013220800	\$ 4,500,000
Pocatello	\$ 3,591,015,075.00	0.0025719560	\$ 9,235,931
Idaho Falls	\$ 3,132,735,306.00	0.0021740627	\$ 6,800,000
Nampa	\$ 3,953,844,983.00	0.0008573930	\$ 3,390,000
Vallivue	\$ 2,232,084,125.00	0.0020160530	\$ 4,500,000

2014-2015

School	Market Value	Supplemental M&O	Supplemental Amount
Twin Falls	\$ 3,337,724,309.00	0.0013482240	\$ 4,500,000
Pocatello	\$ 3,594,967,204.00	0.0023622760	\$ 8,492,303
Idaho Falls	\$ 3,094,028,405.00	0.0021977820	\$ 6,800,000
Nampa	\$ 3,743,306,683.00	0.0009056160	\$ 3,390,000
Vallivue	\$ 2,467,264,510.00	0.0018238820	\$ 4,500,000



Budget Advisory Committee Agenda
December 1, 2016

- State support & TFSD per pupil spending - pg. 1
- History of TFSD supplemental levy rates - pg. 2
- Scenerios of different levy amounts, property values & rates - pg. 3
- Comparison of other school districts - pg. 4
- Taxable assessed value of TF County - pg. 5
- Discussion & vote on recommendation to board



State Funding

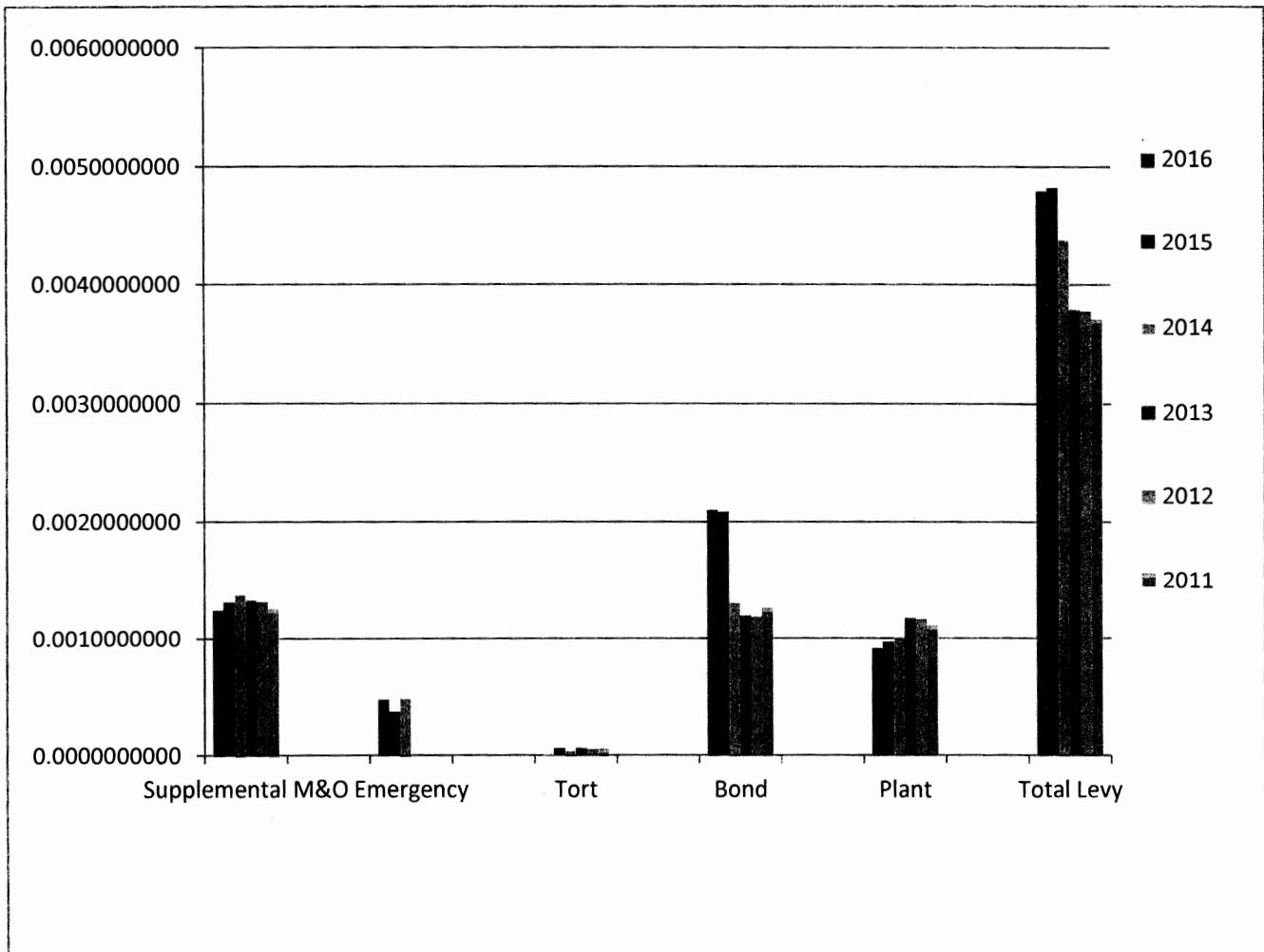
Fiscal Years	2016	#	2015	2014	#	2013	2012	2011
August	\$ 19,095,910		\$ 17,530,444	\$ 10,023,431		\$ 9,444,316	\$ 9,169,491	\$ 9,087,476
October	\$ -		\$ -	\$ 10,035,859		\$ 9,536,061	\$ 9,294,904	\$ 9,126,432
November	\$ 7,654,371		\$ 7,099,765	\$ 6,699,538		\$ 7,350,356	\$ 6,241,193	\$ 6,090,383
February	\$ 8,560,788		\$ 7,775,252	\$ 4,316,001		\$ 11,572,116	\$ 9,802,973	\$ 3,395,790
May and July	\$ 5,120,529		\$ 5,161,895	\$ 4,604,045		\$ 3,446,731	\$ 4,612,124	\$ 5,213,625
Total	\$ 40,431,598		\$ 37,567,356	\$ 35,678,874		\$ 41,349,580	\$ 39,120,685	\$ 32,913,707

Per pupil spending for TFSD

Fiscal Years	2016	#	2015
	\$ 5,291		\$ 4,959



Tax Year	Supplemental M&O	Emergency	Tort	Bond	Plant	Total Levy
2016	0.0012641390	0.0004976150	0.0000113340	0.0021129650	0.0009270350	0.004813088
2015	0.0013220800	0.0003832700	0.0000675700	0.0020838170	0.0009695250	0.004826262
2014	0.0014182820	0.0005247080	0.0000715650	0.0013420840	0.0010400740	0.004396713
2013	0.0013394790	0.0000000000	0.0000693010	0.0012012580	0.0011787420	0.003788780
2012	0.0013394790	0.0000000000	0.0000693010	0.0012012580	0.0011787420	0.003788780
2011	0.0012635690	0.0000000000	0.0000634240	0.0012680590	0.0011119410	0.003706993





Tax rates

Supplemental

<u>amount</u>	<u>Levy Rate</u>	<u>Property value</u>	<u>Yearly tax</u>	<u>Monthly tax</u>
\$4,500,000	0.001264139	\$100,000	\$126.41	\$10.53
\$4,250,000	0.001193909	\$100,000	\$119.39	\$9.95
\$4,000,000	0.001123679	\$100,000	\$112.37	\$9.36

Supplemental

<u>amount</u>	<u>Levy Rate</u>	<u>Property value</u>	<u>Yearly tax</u>	<u>Monthly tax</u>
\$4,500,000	0.001264139	\$150,000	\$189.62	\$15.80
\$4,250,000	0.001193909	\$150,000	\$179.09	\$14.92
\$4,000,000	0.001123679	\$150,000	\$168.55	\$14.05

Supplemental

<u>amount</u>	<u>Levy Rate</u>	<u>Property value</u>	<u>Yearly tax</u>	<u>Monthly tax</u>
\$4,500,000	0.001264139	\$200,000	\$252.83	\$21.07
\$4,250,000	0.001193909	\$200,000	\$238.78	\$19.90
\$4,000,000	0.001123679	\$200,000	\$224.74	\$18.73

Twin Falls School District No. 411

Twin Falls, Idaho

TAXABLE ASSESSED VALUE

Tax years 2010 - 2016

Tax Year	Full Market Value (1)	% Annual Change in Full Market Value	Homeowner's Exemption (2)	Taxable Assessed Value (3)	% Annual Change in Market Value	Urban Renewal (4)
2016	\$ 0	0%	\$ 0	\$ 0	0%	\$ 630,417,752
2015	4,188,502,258	17.78%	798,575,563	3,343,435,126	19.48%	535,850,376
2014	3,555,986,859	4.23%	757,563,510	2,798,423,349	3.38%	538,477,857
2013	3,411,788,905	1.64%	704,741,980	2,707,046,925	2.24%	465,805,254
2012	3,356,740,401 (	7.27%)	708,997,026	2,647,743,375 (	6.09%)	151,851,723
2011	3,619,965,595 (	1.24%)	800,433,703	2,819,531,892 (	0.38%)	148,251,701
2010	3,665,578,112	---	835,308,743	2,830,269,369	---	145,894,743

**TWIN FALLS SCHOOL DISTRICT NO. 411
RESOLUTION CALLING FOR
SUPPLEMENTAL LEVY ELECTION**

WHEREAS, in accordance with Section 33-802 (3), Idaho Code, as amended, the Board of Trustees of Twin Falls School District No. 411, Twin Falls County, Idaho, has determined there is a need for a Supplemental Levy in the amount of four million five hundred thousand dollars (\$4,500,000), each year for two years for a total of nine million dollars (\$9,000,000) for the purpose of paying all lawful expenses of maintaining and operating the District for the fiscal year beginning July 1, 2017, and ending June 30, 2019.

NOW, THEREFORE, be it resolved by the Board of Trustees of Twin Falls School District No.411, Twin Falls County, Idaho, as follows:

- Section 1. That a supplemental levy election be and the same is hereby called to be held in Twin Falls School District No. 411, Twin Falls County, Idaho, on March 14, 2017, for the purpose of submitting to the qualified electors of the District, the question set out in the form of the ballot appearing in Section 4 thereof.
- Section 2. That on March 14, 2017, said election will be conducted by the Twin Falls County Election Department pursuant to Title 34 Idaho Code.
- Section 3. That said election shall be held as specified in Notice of Election, set out in Section 6 herein.
- Section 4. That voting at said election shall be by secret and separate ballot, and each ballot shall be prepared by the County Clerk and shall be in substantially the following form:

OFFICIAL BALLOT

TO AUTHORIZE AND EMPOWER THE BOARD OF TRUSTEES
OF TWIN FALLS SCHOOL DISTRICT NO. 411,
TWIN FALLS COUNTY, IDAHO,
TO LEVY A SUPPLEMENTAL LEVY

“Shall the Board of Trustees of Twin Falls School District No. 411, Twin Falls County, Idaho, be authorized and empowered to levy a supplemental levy, as permitted by law in Section 33-802(3), Idaho Code for four million five hundred thousand dollars (\$4,500,000), each year for two years for a total of nine million dollars (\$9,000,000) for the purpose of paying all lawful expenses of maintaining and operating the schools of the District for the fiscal years beginning July 1, 2017 and ending June 30, 2019?”

ANSWER:

IN FAVOR OF supplemental levy of \$4,500,000 each year for two years: _____

AGAINST supplemental levy of \$4,500,000 each year for two years: _____

The voter may express his/her vote by filling in the oval opposite the word on his/her ballot which expresses his/her choice.

- Section 5. That the Clerk of the Board of Trustees will convey to the Twin Falls County Elections Office the Official Ballot and the Notice of Election, appearing in Section 6, for publication pursuant to Idaho Code.
- Section 6. That the Clerk of Twin Falls County shall have published the Notice of Election as attached.

NOTICE OF SPECIAL SUPPLEMENTAL LEVY ELECTION

TWIN FALLS SCHOOL DISTRICT NO. 411 TWIN FALLS COUNTY, IDAHO

Public Notice is hereby given according to law, and the requisite action of the Board of Trustees of Twin Falls School District No.411, Twin Falls County, Idaho, that a special supplemental levy election will be held on Tuesday, March 14, 2017, for the purpose of submitting to the qualified electors of said District their vote and determination on a supplemental tax levy at precinct polling sites open from 8:00 a.m. until 8:00 p.m. for the question "Shall the Board of Trustees of Twin Falls School District No. 411, Twin Falls County, Idaho, be authorized and empowered to levy a supplemental levy, as permitted by law in Section 33-802(3), Idaho Code for four million five hundred thousand dollars (\$4,500,000), each year for two years for a total of nine million dollars (\$9,000,000) for the purpose of paying all lawful expenses of maintaining and operating the schools of the District for the fiscal years beginning July 1, 2017 and ending June 30, 2019?" Said Election will be conducted pursuant to Title 34 Idaho Code.

- Section 7. That the County Commissioners will act as the canvassing board pursuant to Idaho Code and will convey the results to the Twin Falls School District Board of Trustees.

The Clerk of the Board shall cause notice of election to be posted for at least ten (10) days prior to the date of said election in at least two public places within the district, one (1) of which shall be at or near the main door of the Administrative Office of said district in Twin Falls, Idaho.

The Clerk of the County shall also cause the notice of election to be published at least two times, the first not less than twelve (12) days before the election date, and the second (2nd) not less than five (5) days before the election in the Times News, a newspaper published in Twin Falls Idaho, and of general circulation in said school district.

Passed and approved this 12th day of December 2016.

Chairman, Bernie Jansen

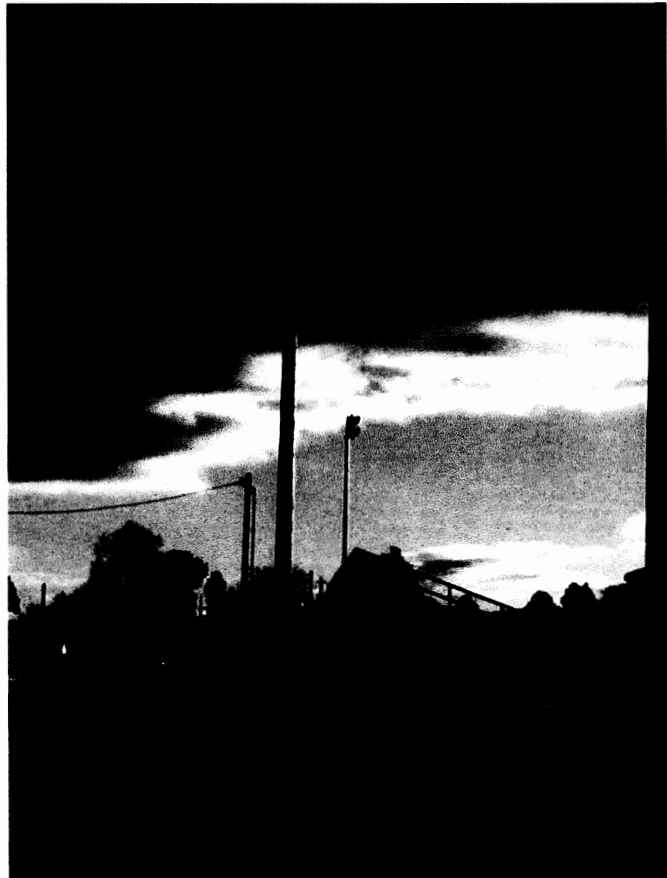
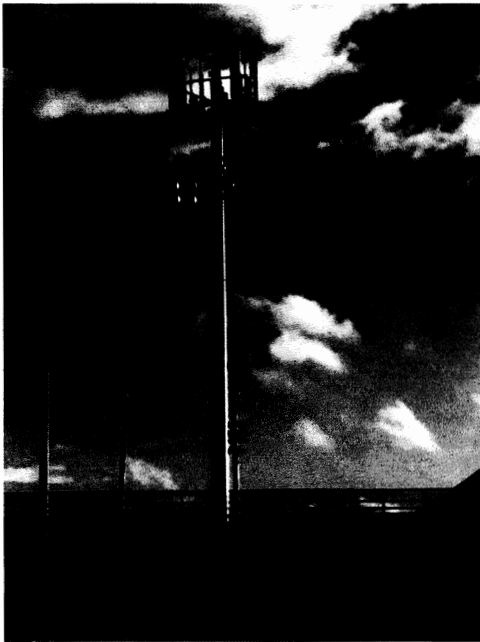
Attest:

Clerk, Michelle Lucas

On October 16, 2015 the TFSD entered into a five (5) year lease agreement with SBA for a cell tower to be placed on top of a light pole at TFHS (north side of football field). The TFSD currently receives \$1,000 a month in rent (\$12,000 a year). Around the country many of these leases are now being converted into easements which allows districts to gain access to more funds up front, while providing companies with guarantees their investment will not be lost at the end of lease terms. The TFSD has negotiated a permanent easement with SBA for a price of \$132,675.00. Once executed this money will be used to help pay for the district storage facility and MVHS remodel. This amount represents approximately 11 years of rental payments to the district and is in line with market value of these easement agreements.

The contract language was negotiated by our legal counsel and has adequate protections for the Twin Falls School District.

It is important to note that no property is being sold in this transaction. Instead the TFSD is granting an easement onto our property which allows for the permanent placement of the cell tower.



See separate
file in online
board packet
for this agenda
item:

Policy Work
First Reading



**Superintendent Search Timeline for the Twin Falls School District
2016-2017**

*****DRAFT*****

Date	Task
Oct. 26	Board to execute the Memorandum of Understanding
Oct. 26	Draft timeline due to Board. Board to approve or make changes.
Nov. 1-15	ISBA (Misty) to coordinate with District staff to gather District statistics, photographs, etc. to be used for promotional brochure
Nov. 1-30	ISBA works with Board and District staff to determine questions to include on survey to community. Survey submitted to community. Results received.
Nov. 1-30	Board reviews survey results from community. ISBA (Christine) works with Board to determine desired qualifications of candidate.
Nov. 1-30	ISBA work with Board to determine application form. Determine if ISBA is developing application form or if the District will develop.
Dec. 1-9	ISBA (Misty) to develop position opening brochure draft.
Dec. 9	ISBA (Misty) to provide first draft of opening brochure to Board.
Dec. 13	Board to provide any changes to brochure.
Dec. 16	ISBA (Misty) will finalize brochure and receive final approval from Board's designated contact.
Dec. 19-30	Print (Dec. 19-23) and mail brochure (Dec. 26-30).
Dec. 26	District to post position information on its website and any other online resources.
Jan. 9	Board to determine if it wants to buy a national online advertisement. If so, ISBA to place advertisement.
Jan. 1-30	Advertise the opening via mailed brochure, job websites, national groups, District website, ISBA Job Center, ISBA website, etc.
Jan. 1- Feb. 10	ISBA will actively recruit candidates.



Feb. 10	Application Deadline
Feb. 10-21	ISBA (Christine) to review and evaluate all complete application packets
	Applications will be provided to the Board by ISBA (Christine.) Christine to discuss each application with the Board.
	Board to select semi-finalists.
	Results of reference checks discussed by the Board. Board to determine finalists.
Early-March	ISBA (Christine) to assist the Board with both reference check protocol and reference check process of semi-finalists.
Mid-March	ISBA (Christine & Misty) to set up interviews with selected candidates.
	District announces Superintendent finalists
	Christine to assist the Board with selection of interview questions and interview protocol and process
Late-March	Christine to work with the Board on candidate responses to listen for. Board interviews finalists
	Finalists Meet and Greet in Twin Falls <i>(optional)</i>
Early-April	Superintendent selected and announced
July 1	Starting Date

**TWIN FALLS SCHOOL DISTRICT NO. 411
SCHOOL BOARD MEETING
HELD AT:
CANYON RIDGE HIGH SCHOOL BOARD ROOM #301
300 NORTH COLLEGE ROAD
TWIN FALLS, IDAHO 83301**

**January 25, 2017
5:00 P.M.**

AGENDA

- 4:45 p.m. Dinner Served**
- 5:00 p.m. I. Pledge of Allegiance**
- 5:01 p.m. II. Approval of the Agenda**
- 5:02 p.m. III. Unscheduled Delegations (Audience to Address the Board)**
- 5:02 p.m. IV. Consent Calendar**
- A. Approval of Certified Resignations**
B. Approval of Certified Contract
C. Approval of New Classified Employees
D. Approval of Classified Personnel Resignations
- 5:05 p.m. V. Teachers to report on Math Adoption and Pilot – Teresa Jones/L.T. Erickson
(20 Minutes)**
- 5:25 p.m. VI. Elementary Standards Based Report Card Pilot – Teresa Jones (20 Minutes)**
- 5:45 p.m. VII. Strategic Plan Tasks Update—Eva Craner (15 Minutes)**
- 6:00 p.m. VIII. Leadership Premiums Committee Update – Teresa Jones/L.T. Erickson
(15 Minutes)**
- 6:15 p.m. IX. Middle School Reconfiguration Update (15 Minutes)**
- 6:30 p.m. X. Superintendent Search Update (10 Minutes)**
- 6:40 p.m. XI. Future Agenda Items**
 A. Day on the Hill set for February 20 & 21, 2017 in Boise
- 6:41 p.m. XII. Executive Session as per Idaho Code 74-206(1) Subsections (b)**
- 7:00 p.m. XIII. Adjournment**

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.