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
May 8, 2017
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. School Lunch Fee Increase Hearing with Board Action
VI. Consent Calendar
   A. Approval of Minutes from the April 10, and April 26, 2017 meetings
   B. Approval of Board Financial Report
   C. Approval of Building Financial Report
   D. Approval of Monthly Long Term Suspension Report
   E. Approval of Contracts for Private Service Providers (PSP)/Consultants
   F. Approval of Administrators Contract
   G. Approval of New Certified Employees
   H. Approval of Certified Retirement
   I. Approval of Certified Personnel Resignations
   J. Approval of Classified Retirement
   K. Approval of Classified Resignations
   L. Approval of Extra-Curricular Employees
   M. Approval of Extra-Curricular Resignation
   N. Approval of Extended Out-of-State Travel Requests
   O. Approval of Annual School Fees Increase Report

VII. Superintendent’s Report
   A/B. Certified Employee of the Month–Twin Falls High School and Canyon Ridge High School
   C/D. Classified Employee of the Month–Twin Falls High School and Canyon Ridge High School
   E. Educational Effectiveness Survey (EES) Presentation – Dana DeHaan (15 minutes)
   F. Canyon Ridge High School Principal Wins IASA Principal of the Year Award
   G. Twin Falls Education Association Executive Council Receives the Betty Roper Public Relations Award

VIII. Instruction
   A. Information Items:
      1. O’Leary Middle School Student Handbook Changes
   B. Action Items:
      1. Instructional Coach Evaluation Model

IX. Budget and Finance
   A. Information Items:
      1. 2017-2018 Preliminary Budget Presentation
      2. Perrine/Robert Stuart Asphalt Bids
   B. Action Items:
      1. Perrine/Robert Stuart Asphalt Bid Approvals

X. Personnel
   A. Information Items:
      1. Job Descriptions – Varsity Swimming Coach, Assistant Varsity Swimming Coach, Day Treatment Behavior Specialist
      2. Policy Revision Recommendation

The School District Board Room is accessible to the physically disabled. Interpreters for persons with hearing impairments, and brailed or taped information for persons with visual impairments, can be provided upon 5 days’ notice. For arrangements, contact Sonia DeLeon at 733-6900.
B. Action Items:
   1. Job Descriptions – Varsity Swimming Coach, Assistant Varsity Swimming Coach, Day Treatment Behavior Specialist

XI. Board Goals
A. Information Items: (None)
B. Action Items: (None)

XII. Future Agenda Items
A. May 24th Retiree Reception 3:30 – 5:00 p.m. @ DOEO
B. July 12th ISBA Summer Leadership Institute – Time TBA – Twin Falls
C. Next Board Worksession July 26, 2017 – Draft Agenda

XIII. Executive Session as per ID Code 74-206(1) subsections (b):
(b) to consider student discipline; to consider personnel issues; superintendent evaluation
Action Items:
(1) Student discipline action
(2) Personnel issue action

XIV. Adjournment

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
NOTICE OF FEE INCREASE

The Twin Falls School District No. 411, Twin Falls County, has proposed to increase its lunch fees. The following is an estimate of what these changes may mean to students.

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<th>Fee</th>
<th>Last Year Fee</th>
<th>This Year Fee</th>
<th>Percent Increase</th>
<th>Last Year Cost Per Student</th>
<th>This Year Cost Per Student</th>
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<td>6.6%</td>
<td>$518</td>
<td>$552</td>
<td>reduced lunch.</td>
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This fee increase is due to an increase of food and non-food costs, salary/benefits increase and Federal Government regulations for the 2017-2018 school year.

All citizens are invited to attend a public hearing on the increased fee request. The Hearing will be held on May 8, 2017 at 7:00 p.m. at the Canyon Ridge High School Meeting Room #301, 300 N. College Rd W.

Publish: April 21, 2017  
April 28, 2017
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, April 10, 2017. The following trustees were present: Chairman Bernie Jansen, Vice Chairman Matsuoka and Trustees Mary Barron, Paul McClintock, and Liyah Babayan. There were also present Superintendent, Wiley Dobbs; Clerk, Michelle Lucas; Director of Human Resources, Shannon Swafford; Director of Support Services, Mike Gemar; Director of Elementary Programs, Teresa Jones; Director of Secondary Programs, L.T. Erickson; Director of Educational Technology/Operations, Brady Dickinson; Director of Federal Programs, Policy and Grants, Bill Brulotte; and Director of Fiscal Affairs, Bob Seaman, as well as interested patrons, and employees.

Pledge of Allegiance - The Board of Trustees stood and recited the Pledge of Allegiance.

Procedural Matters Action Items

1. Approval of Agenda (Additions and Deletions) - Chairman Jansen asked if there were any additions or deletions to the agenda. Superintendent Dobbs asked to add District Office Organization as an action item as well this evening due to the urgency to hire quality employees. Trustee McClintock moved to approve the agenda as amended. Trustee Barron seconded the motion. The motion passed unanimously.

Unscheduled Delegations (Audience to Address the Board) - Chairman Jansen asked if there was anyone wishing to address the Board. There were no request forms handed in to the clerk.

Consent Calendar - Trustee McClintock moved to approve the consent calendar which included: Minutes from the March 13, 18, 29, 31 and April 3, 2017 meetings; board financial reports; building financial reports; long-term suspensions list; contracts for private service providers/consultants: Follett School Solutions, Frontline Education, and Idaho Digital Learning Academy; certified retirement for Terri Speicher; new certified employees: Cindy Oneida, Meile Harris, Ebondy Alden, Susie Kapeleris, Sheri Remming, and Sarah Barker; certified resignations from John Mark King, Lisa Munson, Jacqueline Jensen, Allyson Bisby, and Jolene Toland; new classified employees Jessica Rivera, Jules Isaacs, Marlina Swick, Genja Leitch, Cassandra Buffalo, Kimberly Cox, Tony Alves, and
Karen Poe; in-district transfer of Brady Way, Randall Gee, and Michelle Will; classified resignations from Esther Sasaki, Jill Newnham, William Warner, Selina Bernard, Summer Jones, Majid Fardlouyeh, Bryanna Monroe, and Libbie Kahin; classified resignation/job abandonment for Amanda White; extra-curricular employees: Travis Tarchione, Brinley Miller, and Alexandria Renteria; extra-curricular resignations from Kennedy Bell, Jacoby Fox, Sunny McKelvey, Michelle Reinke, Geoff Pierce, Megan Mumford, Lyle Hudelson, Emily Parker, and McKenzie Mabey; student teacher requests for Haile Schell, Erika Willsey, Jennifer Shaw, and Tana Schroeder; extended out of state travel request from Canyon Ridge High School; and request for use of football gear for Canyon Ridge High School and Twin Falls High School summer football camps. The motion was seconded by Trustee Barron. Motion passed unanimously.

VI. Superintendent's Report

A. Superintendent Dobbs announced the certified employee of the month from Robert Stuart Middle School for the month of March as Katie Schwabedissen, 6th grade reading teacher.

B. Superintendent Dobbs announced the classified employee of the month from Robert Stuart Middle School as Joyce Chupa, lunch room monitor. Superintendent Dobbs read a brief resume’ and presented Ms. Schwabedissen and Ms. Chupa each with a gift, plaque, and dinner for two at Maxie’s Pizza. Ms. Schwabedissen and Ms. Chupa thanked the board for the honor.

C. City of Twin Falls Strategic Plan Consultant Phil Kushlan shared the city’s strategic plan update. The Board gave input and asked Mr. Kushlan to return at the July board work session for an update.

D. The board recognized O’Leary Middle School and Twin Falls High School for winning first place in the 2017 Regional Eastern Idaho Science Bowl competition.

E. Because there is only one candidate filing for vacant trustee zone 1, as per Idaho Code 33-502B no election shall be held and the board shall declare such candidate elected and a certificate of election will be delivered to that trustee immediately. Trustee McClintock moved to approve and authorize the clerk of the board to issue certificate of election to Bryan Matsuoka for zone #1 as per Idaho Code 33-502B. Trustee Barron seconded the motion. Motion passed unanimously.

VII. Instruction A: Information Items:

1. Superintendent Dobbs presented a minor change to the 2017-2018 district calendar the board approved earlier this year. The committee recommends students attend school on Friday, December 22nd and staff and students take February 19th (Presidents’ Day) off in trade. The Board also discussed the number of days in the calendar scheduled for teacher training.
2. Dr. L.T. Erickson shared information on the instructional coach evaluation model. This item will return next month for action.

VII. Instruction B. Action Items:

1. Vice Chairman Matsuoka moved to approve the recommended changes to the 2017-2018 school district calendar as proposed. Trustee Barron seconded the motion. Motion passed unanimously.

2. After a brief discussion, Trustee McClintock moved to approve adding swimming as an additional school activity offered to students. Trustee Babayan seconded the motion. Motion passed unanimously.

VIII. Budget & Finance A. Information Items:

1. Mr. Seaman shared data from 2014-2017 on enrollment comparisons and projections for the 2017-2018 school year. Mr. Seaman added that the district is expecting a 1.17% increase in student population. The district will be hiring teachers based off the projections, if the student enrollment doesn’t increase, we won’t be reimbursed for the positions we go over the allotted number of teachers. He also added that he is confident that we will get through the year without eating into the fund balance.

VIII. Budget & Finance B. Action Items:

1./2. Trustee McClintock moved to set the 2017-2018 budget hearing for June 12, 2017 at 7:15 p.m. and the 2016-2017 amended budget hearing for 7:30 p.m. Vice Chairman Matsuoka seconded the motion. Motion passed unanimously.

IX. Personnel A: Information Items:

1. Director of Federal Programs, Policy and Grants, Bill Brulotte shared the status of the annual policy review outlined in the checklist in policy #3720 “School Climate”. No policy changes are recommended at this time.

2. Director of Educational Technology and Operations, Brady Dickinson shared a district organizational chart, which would transition the district back to having an associate superintendent. Other changes would include having the associate superintendent oversee student achievement and assessment, moving policy and grants to the director of public relations position and returning food service to fall under the director of operations position.

IX. Personnel B: Action Items:

1. Director of Federal Programs, Policy & Grants, Bill Brulotte stood for questions on the recommended policy and procedure changes from last month. After a few brief questions,
Vice Chairman Matsuoka moved to approve the policies as recommended. Trustee McClintock seconded the motion. Motion passed unanimously.

X. Board Goals A. Information Items: None

X. Board Goals B. Action Items: None

XI. Future Agenda Items:

A. Superintendent Dobbs informed the Board that at the April 26, 2017 board meeting Principal of Pillar Falls Elementary School, Nancy Murphy; Principal of Bickett Elementary School, Kelli Schroeder; Principal of Sawtooth Elementary School, Mickey Combs; Principal of Twin Falls High School, Dan Vogt; and Principal of Canyon Ridge High School, Kasey Teske will be in attendance to update the board on their building goals.

B. Superintendent Dobbs informed the Board the retiree reception will be May 24, 2017 from 3:30 p.m. to 5:00 p.m. at the District Extension Office at 242 Main Avenue West.

XII. Executive Session

Since there was no other business to come before the Board, Trustee McClintock moved that the Board retire into executive session after a five-minute break as per Idaho Code 74-206(1) subsection (b) to consider student discipline; to consider personnel discipline, and to conduct superintendent evaluation, and (c) to discuss labor negotiations. Trustee McClintock 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 Paul McClintock – Yes
Trustee Mary Barron – Yes
Trustee Liyah Babayan – Yes

Motion carried. The Board convened into executive session at 8:32 p.m.

Trustee McClintock moved to return to open session. Trustee Barron seconded the motion. Motion passed unanimously. The time was 8:47 p.m.

Trustee McClintock moved to uphold the hearing officer’s recommendation to expel three (3) students from school, one (1) for an indefinite period of time; and two (2) for “time-served”; 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. Vice Chairman Matsuoka seconded the motion and was passed unanimously.

Trustee McClintock moved to adjourn. Vice Chairman Matsuoka seconded the motion. Motion carried. The time was 8:48 p.m.
Chairman Bernie Jansen

Clerk Michelle Lucas
Executive Session
April 10, 2017
8:32 p.m.

The Board of Trustees of Twin Falls School District #411 met in executive session on Monday, April 10, 2017, at 8:32 p.m., at Canyon Ridge High School boardroom #301 located at 300 North College Road, Twin Falls, Idaho. Chairman Bernie Jansen conducted the meeting. Vice Chairman Bryan Matsuoka; Trustees Mary Barron, Paul McClintock, and Liyah Babayan along with Superintendent Wiley Dobbs; Clerk Michelle Lucas, Director of Secondary Programs L.T. Erickson, Director of Federal Programs, Policy and Grants Bill Brulotte, and Director of Human Resource Shannon Swafford were in attendance.

Since there was no other business to come before the Board, Trustee McClintock moved that the Board retire into executive session after a five-minute break as per Idaho Code 74-206(1) subsection (b) to consider student discipline; to consider personnel discipline, and to conduct superintendent evaluation, and (c) to discuss labor negotiations. Trustee McClintock 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 Paul McClintock – Yes
Trustee Mary Barron – Yes
Trustee Liyah Babayan – Yes

Motion carried. The Board convened into executive session at 8:32 p.m.

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Trustee McClintock moved to adjourn. Vice Chairman Matsuoka seconded the motion. Motion carried. The time was 8:48 p.m.

Chairman Bernie Jansen

ATTEST:

Clerk Michelle Lucas
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 Pillar Falls Elementary School in room #217 located at 3105 Stadium Blvd., Twin Falls, Idaho, at the hour of 7:00 p.m., on Wednesday, April 26, 2017. The following trustees were present: Chairman Bernie Jansen, Trustees Paul McClintock, Mary Barron, and Liyah Babayan. There were also present Superintendent Wiley Dobbs; Board Clerk Michelle Lucas; Director of Fiscal Affairs Bob Seaman; Director of Human Resource Shannon Swafford; Director of Educational Technology & Operations Brady Dickinson; Director of Elementary Programs Teresa Jones; Director of Secondary Programs L.T. Erickson; Director of Federal Programs, Policy/Grants Bill Brulotte; as well as interested patrons, and employees.

Pledge of Allegiance - The Board of Trustees stood and recited the Pledge of Allegiance.

Procedural Matters Action Items:

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

Consent Calendar - Trustee McClintock moved to approve the consent calendar, which included: administrator resignation from Mike Federico; new certified employees: Leah Jones, Kristen Miller, Kristen Young, Katelynn Carter, Andria Harshman, Heather Lusk, and David Palmer; certified retirement for Marilee Garrett; certified resignations from Todd Phillips, Kaitlyn Sommer, Sandra Strolberg, and Susanna Terry; classified retirement for Pam Dehnert; new classified employees Michelle Glass, Erika Staker, Staci Bohrn, Leia Trammel, Ronald Hoffman; in district transfers for Brady Way, Jordan Eldredge, Jamin Tello, and Rebecca Austin. Trustee Barron seconded the motion. Motion passed unanimously.

Instruction A. Information Item:

1. Director of Elementary Programs, Teresa Jones shared the elementary math adoption recommendation to adopt the Bridges Math curriculum by The Math Learning Center for grades K-5. Secondary Teachers Shannon Greene and Samantha Mauch shared the secondary math adoption recommendation to adopt the Ready Math curriculum by Curriculum Associates for grades 6th through 8th.

Instruction B. Action Item:
1. Trustee McClintock moved to approve the elementary and secondary math adoption curriculum as presented. Trustee Barron seconded the motion. Motion passed unanimously.

VI. Board In-service A. Reports on Building Goals

1. Principal of Pillar Falls Elementary School, Nancy Murphy shared a few challenges and highlights for Pillar Falls Elementary School. Her building report was included in the board packet. After a few minutes of roundtable discussion with the Board, Ms. Murphy thanked the board for the opportunity to share information about her school.

2. Principal of Twin Falls High School, Dan Vogt shared a few challenges and followed up with some bright spots for Twin Falls High School. His building report was included in the board packet. After a few minutes of roundtable discussion with the Board, Mr. Vogt thanked the board for the opportunity to share information about his school.

3. Principal of Perrine Elementary School, Tammy Rodabaugh shared a few challenges and highlights for Perrine Elementary School. Her building report was included in the board packet. After a few minutes of roundtable discussion with the Board, Ms. Rodabaugh thanked the board for the opportunity to share information about her school.

4. Principal of Sawtooth Elementary School, Mickey Combs shared a few challenges and highlights about her school. Her building report was included in the board packet. After a few minutes of roundtable discussion with the Board, Ms. Combs thanked the board for the opportunity to share information about her school.

5. Principal of Canyon Ridge High School, Kasey Teske shared a few challenges and followed up with some bright spots for Canyon Ridge High School. His building report was included in the board packet. After a few minutes of roundtable discussion with the Board, Dr. Teske thanked the board for the opportunity to share information about his school.

Chairman Jansen asked the principals what they, as a board, can pay more attention to going forward. Principals listed: continue communicating with patrons and letting people’s voices be heard, ask for input, encourage the district administration to continue being progressive in how we teach kids to keep them interested in coming to school, and keep supporting professional development.

VI. Executive Session

Since there was no other business to come before the Board, Trustee McClintock moved that the Board retire into executive session as per Idaho Code 74-206(1) subsection (b) to consider student discipline. Trustee Babayan seconded the motion. Chairman Jansen asked the Clerk Michelle Lucas to poll the board.

Roll call vote was as follows:
Chairman Bernie Jansen - Yes
Trustee Mary Barron - Yes
Trustee Liyah Babayan – Yes
Trustee McClintock - Yes

Motion carried. The Board convened into executive session at 8:17 p.m.
Trustee McClintock moved to go out of executive session. Trustee Barron seconded the motion. Motion passed unanimously. The Board opened to the public at 8:27 p.m.

Trustee McClintock moved to uphold the hearing officer’s recommendation to expel seven (7) students from the Twin Falls School District #411, five (5) indefinitely and two (2) for Time Served, 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 Babayan seconded the motion. Motion passed unanimously.

Vice Chairman Bryan Matsuoka moved to adjourn the meeting and Trustee Barron seconded the motion and the motion passed unanimously. Meeting adjourned at 8:28 p.m.

______________________________
Chairman, Bernie Jansen

______________________________
Clerk, Michelle Lucas
The Board of Trustees of Twin Falls School District #411 met in executive session on Wednesday, April 27, 2016, at 8:51 p.m., at Pillar Falls Elementary School in room #217 located at 3105 Stadium Blvd., Twin Falls, Idaho. Chairman Bernie Jansen conducted the meeting. Trustees Paul McClintock, Mary Barron, and Liyah Babayan; Superintendent Wiley Dobbs; and Clerk Michelle Lucas were also present.

Since there was no other business to come before the Board, Trustee McClintock moved that the Board retire into executive session as per Idaho Code 74-206(1) subsection (b) to consider student discipline. Trustee Babayan seconded the motion. Chairman Jansen asked the Clerk Michelle Lucas to poll the board.

Roll call vote was as follows:
Chairman Bernie Jansen - Yes
Trustee Mary Barron - Yes
Trustee Liyah Babayan – Yes
Trustee McClintock - Yes

Motion carried. The Board convened into executive session at 8:17 p.m.

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Vice Chairman Bryan Matsuoka moved to adjourn the meeting and Trustee Barron seconded the motion and the motion passed unanimously. Meeting adjourned at 8:28 p.m.

________________________________________
Chairman, Bernie Jansen

ATTEST:

________________________________________
Clerk, Michelle Lucas
# Twin Falls School District #411

## Monthly Long-Term Suspension Board Report

### Apr-17

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<td>Pillar Falls Elementary</td>
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<td>Rock Creek Elementary</td>
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<td>Robert Stuart Middle school</td>
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<td>Vera C. O'Leary Middle School</td>
<td>5</td>
<td>2</td>
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<td>South Hills Middle School</td>
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<td>Bridge Academy</td>
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<td>Twin Falls High School</td>
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<tr>
<td>Canyon Ridge High School</td>
<td>7</td>
<td>2</td>
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<tr>
<td>Magic Valley Alternative H.S.</td>
<td>4</td>
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<td>3</td>
<td>6</td>
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</tbody>
</table>

**Totals**: 43, 9, 15, 33, 2, 2, 12, 16, 0, 0, 4, 15, 10, 19, 0, 0, 8, 38, 1, 5, 0, 0, 3, 5

**Districtwide - Total Number of Students Suspended**: 52

**Districtwide - Total Number of Days Suspended**: 132.5
Private Service Providers (PSP)/Consultants

EXECUTIVE SUMMARY

Submitted for Board Information MO/DD/YYYY

<table>
<thead>
<tr>
<th>Dates of Service</th>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 30, 2017</td>
<td>Solution Tree</td>
<td>$9,950.00</td>
</tr>
<tr>
<td>17/18 school year</td>
<td>Silverback Learning Solutions</td>
<td>$5,341.00</td>
</tr>
</tbody>
</table>

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."
Solution Tree, Inc.
Purchase Agreement

Effective March 31, 2017, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Twin Falls School District - Rock Creek Elementary ("Customer") located at 850 Federation Road Twin Falls, ID US 83301 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

<table>
<thead>
<tr>
<th>Products and Services</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Onsite Professional Development</td>
<td>$9,950.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$9,950.00</strong></td>
</tr>
</tbody>
</table>

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the Onsite Professional Development amount will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

<table>
<thead>
<tr>
<th>Description</th>
<th>Payment</th>
<th>Expected Invoice Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>20% Deposit (non-refundable)</td>
<td>$1,990.00</td>
<td>Upon execution of Agreement</td>
</tr>
<tr>
<td>Onsite Professional Development</td>
<td>$7,960.00</td>
<td>June 30, 2017</td>
</tr>
</tbody>
</table>

3. **Onsite Professional Development**

3.1. **Description of Services:** Solution Tree agrees to provide a speaker, Michael Bayewitz ("Associate"), to disseminate information for Customer on the topic of *Professional Learning Communities at Work* on June 30, 2017.

3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.

3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.
4. **Resources:** Customer will purchase the following resources. Solution Tree will ship all resources after an invoice has been generated. Solution Tree will not ship any resources without a purchase order or full payment.

<table>
<thead>
<tr>
<th>Title</th>
<th>Quantity</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLC Toolkit</td>
<td>1</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Shipping and handling</td>
<td></td>
<td></td>
<td>included</td>
</tr>
</tbody>
</table>

**Resources Total** | Included

5. **General Terms**

5.1. **Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

5.2. **Force Majeure:** If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.

5.3. **Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.

a. **Onsite Professional Development:** If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Onsite Professional Development Services.

5.4. **Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.
This Agreement is acknowledged and accepted by Customer and Solution Tree:

[Signature]  [Signature]
Shari Cowger  Ali Cummins
Principal  Associate Director of Professional Development
Twin Falls School District - Rock Creek Elementary  Solution Tree, Inc.

Date  Date
4/7/7  

Please email this Agreement to Philip Ciano at philip.ciano@SolutionTree.com or fax to 866.303.3135.
**CONTACT INFORMATION**

Please provide the following information.

<table>
<thead>
<tr>
<th>Contact:</th>
<th>Shari Cowger</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Rock Creek Elem. Principal</td>
</tr>
<tr>
<td>Phone:</td>
<td>(208) 732-7565</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:cowgersh@tfsd.org">cowgersh@tfsd.org</a></td>
</tr>
<tr>
<td>Cell #:</td>
<td>(208) 404-3555</td>
</tr>
<tr>
<td>Fax:</td>
<td>(208) 732-7566</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact:</th>
<th>Naomi Briggs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Acs. Payable</td>
</tr>
<tr>
<td>Phone:</td>
<td>(208) 733-6900</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:briggsha@tfsd.org">briggsha@tfsd.org</a></td>
</tr>
<tr>
<td>Fax:</td>
<td>(208) 733-6987</td>
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<table>
<thead>
<tr>
<th>Shipping Contact:</th>
<th>Janet Fisher</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shipping Address:</td>
<td>201 main Ave. W.</td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td>Twin Falls, Idaho 83301</td>
</tr>
<tr>
<td>Phone:</td>
<td>(208) 733-6900</td>
</tr>
<tr>
<td>Delivery Date:</td>
<td>M-F</td>
</tr>
<tr>
<td>Delivery Times:</td>
<td>8:30 a.m. - 4:30 p.m.</td>
</tr>
</tbody>
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- Do you have a Delivery Dock?  
- Do you have double doors (for pallet)?  
- Do you require inside delivery?
Please provide the following information about your workshop and return this form to Solution Tree, Inc. with the signed contract or within 90 days of June 30, 2017—the earlier received the better for planning purposes with your speaker.

Speaker: Michael Bayewitz
Host: Shari Cowger
Organization: Twin Falls School District - Rock Creek Elementary
Daytime phone #: 208-732-7565
Evening phone # (s): 
E-mail: cowgersh@tfsd.org

Workshop date(s): June 30, 2017
Start time: 8:30
End time: 
Lunch time: 
Break time(s): #1 #2 #3

Location of Workshop: Rock Creek Elementary School
Address: 850 Federation Road
City: Twin Falls State: ID Zip: 83301 Phone: 208-732-7565

What are your expectations and desired outcomes?
We are just completing a “Learn by Doing” book study and have started the data analysis process. We can certainly improve upon this. Our big challenges are: 1 – we are not a title school and need to determine best practices/analysis to ensure all students are learning and 2 – we are a 1 year old building with new personnel and need to continue to come together as a staff. Our grade levels are divided into pods so coming together as an entire staff is hard. We meet every other week as grade level teaming groups – A strong PLC background is a must in order for us to move forward as a school.

Please recommend a hotel for the speaker(s); or, if reservation is made, include confirmation number.

Hotel name: Hilton Garden Inn
Hotel date(s): 
Hotel address: 1741 Harrison Street North
City: Twin Falls State: Idaho Zip: 83301

Best airport to fly into: Twin Falls Regional Airport
Estimated travel time from airport: 15 minutes

Ground transportation information: Enterprise – 208-733-1930 (i.e. car rental, hotel shuttle, cab, etc.)
SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into as of February 1, 2017 (the "Effective Date"), by and between Silverback Learning Solutions, Inc. ("Silverback"), a Delaware corporation with its principal place of business at 408 E. Parkcenter Blvd, Suite 300, Boise, Idaho 83706, and Twin Falls School District #411, a public school system, with its principal offices located at 201 Main Ave. W, Twin Falls, ID 83301 ("Customer").

RECITALS

A. Silverback is the provider of Teacher Vitae, a professional growth platform for educators and administrators to schedule and document observation, evaluation, coaching, and reflection of educational practice.

B. Customer desires to access and use the Teacher Vitae service, and Silverback is willing to permit Customer to access and use the Teacher Vitae service, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

1.1 "Authorized User" means any individual who has been authorized in accordance with the terms of this Agreement to access and use the Teacher Vitae Service. Authorized Users may include, without limitation, Customer employees and independent contractors engaged by Customer and teachers and administrators who attend schools in Customer's school district.

1.2 "Customer Data" means any education-related data that is input or submitted by Customer or Authorized Users to the Teacher Vitae Service.

1.3 "Implementation Services" means the services performed by Silverback to implement the Teacher Vitae Service for Customer and Authorized Users, as described in the Project Plan.

1.4 "Intellectual Property Rights" means patent rights, copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.5 "Teacher Vitae Service" means Silverback's cloud-professional growth platform for educators known as "Teacher Vitae," as more specifically described in Exhibit B.

1.6 "Project Plan" means a description of the individual responsibilities of Silverback and Customer to implement and configure the Teacher Vitae Service, as set forth in Exhibit A.

1.7 "Term" is defined in Section 10.1.

2. SERVICES

2.1 Implementation. Silverback will perform the Implementation Services specified in the Project Plan to implement and configure the Teacher Vitae Service for use by Customer and Authorized Users.

2.2 Teacher Vitae Service. Commencing on the start date set forth in the Project Plan and continuing throughout the Term, Silverback will make available the Teacher Vitae Service in accordance with this Agreement. Customer and Authorized Users may access and use the Teacher Vitae Service solely for education-related purposes. Customer will not permit access to or use of the Teacher Vitae Service for any other purposes or by anyone other than Authorized Users. Customer will ensure that the Teacher Vitae Service are accessed and used in manner that is consistent with all applicable laws and regulations and the rights of others.

2.3 Restrictions. Customer will not interfere with or disrupt the Teacher Vitae Service or attempt to gain access to any related systems or networks to which access is restricted. Customer will not: (i) copy, frame or mirror any portion of the Teacher Vitae Service (or permit the copying, framing or
mirroring of any portion of the Teacher Vitae Service; (ii) sell, resell, rent or lease the Teacher Vitae Service; (iii) decompile, reverse engineer or otherwise attempt to obtain source code of the Teacher Vitae Service; (iv) attempt to modify the Teacher Vitae Service; or (v) use the Teacher Vitae Service to store any data or information that is unlawful or that violates a third party’s rights, including without limitation a third party’s privacy rights. Customer may not access or use (or permit a third party to access or use) the Teacher Vitae Service for purposes of monitoring the availability, performance or functionality of the Teacher Vitae Service, or for any other benchmarking or competitive purposes.

2.4 Data Maintenance and Backup Procedures. Silverback will follow its archival procedures for Customer Data as described in Exhibit B. In the event of any loss or corruption of Customer Data, Silverback will use its commercially reasonable efforts to restore the lost or corrupted Customer Data from the latest backup of such Customer Data maintained by Silverback in accordance with the archival procedure described in Exhibit B. Silverback will not be responsible for any loss, destruction, alteration, unauthorized disclosure or corruption of Customer Data caused by any third party. SILVERBACK’S EFFORTS TO RESTORE LOST OR CORRUPTED CUSTOMER DATA PURSUANT TO THIS SECTION 2.4 WILL CONSTITUTE SILVERBACK’S SOLE LIABILITY AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY LOSS OR CORRUPTION OF CUSTOMER DATA.

3. CUSTOMER OBLIGATIONS

3.1 Cooperation and Assistance. As a condition to Silverback’s performance of its obligations hereunder, Customer will at all times provide Silverback with good faith cooperation and access to such information, facilities, equipment and personnel as may be reasonably required by Silverback in order to perform Implementation Services and to make available the Teacher Vitae Service pursuant to Section 2.2.

3.2 Security. Customer will be solely responsible for the accuracy, quality, integrity and legality of all Customer Data. Customer will: (i) use commercially reasonable efforts to prevent unauthorized access to or use of the Teacher Vitae Service and notify Silverback promptly of any such unauthorized access or use; and (ii) keep confidential and not disclose to any third parties, and will ensure that Authorized Users keep confidential and do not disclose to any third parties, any user identifications, account numbers or other similar information for the Teacher Vitae Service.

3.3 Enforcement. Customer will be responsible for ensuring that the Authorized Users comply with the terms of this Agreement. Customer will promptly notify Silverback of any suspected or alleged breach of this Agreement and will cooperate with Silverback with respect to: (i) any investigation by Silverback of any suspected or alleged breach of this Agreement; and (ii) any action by Silverback to enforce the terms and conditions of this Agreement. Silverback may suspend or terminate any Authorized User’s access to the Teacher Vitae Service upon notice to Customer in the event that Silverback reasonably determines that such Authorized User has breached this Agreement.

3.4 Marketing Support. Customer will comply with reasonable requests of Silverback to support public relations efforts pertaining to the Teacher Vitae Service, which efforts may include: (i) a press release highlighting Customer’s purchase or use of the Teacher Vitae Service; (ii) participation in targeted press and analyst interviews highlighting benefits of implementing the Teacher Vitae Service; and (iii) participation in customer case studies developed by Silverback and used on the Silverback website and other outlets.

4. PAYMENT

4.1 Fees and Expenses. In consideration for Silverback’s performance of Implementation Services and for making available the Teacher Vitae Service hereunder, Customer will pay to Silverback the fees and expense reimbursements specified in Exhibit C.

4.2 Payment Terms. Silverback will invoice Customer for the fees and expenses payable under Section 4.1 in accordance with the payment terms specified in Exhibit C. Each such invoice is due and payable in accordance with payment terms specified in Exhibit C.
4.3 **Late Payment.** In the event that Customer’s account is more than sixty (60) days overdue, Silverback will have the right in its sole discretion, in addition to its remedies under this Agreement or pursuant to applicable law, to suspend Customer’s access to the Teacher Vitae Service, upon ten (10) business days written notice to Customer, until Customer has paid the full balance owed, plus any interest due pursuant to Section 4.5. Notwithstanding the foregoing Silverback will not suspend Customer’s access to the Teacher Vitae Service for amounts that Customer has disputed in good faith in accordance with this Agreement.

4.4 **Taxes.** All fees, expenses and other amounts stated or referred to in this Agreement are exclusive of taxes, duties, levies, tariffs, and other governmental charges (collectively, “Taxes”). Customer will be responsible for payment of all Taxes and any related interest or penalties resulting from any payments made hereunder, other than any Taxes based on Silverback’s net income.

4.5 **Interest.** If Silverback has not received payment within thirty (30) days after the due date, Silverback reserves the right to accrue interest on past due amounts at the rate of one percent (1.0%) per month or the highest rate permitted by applicable law, whichever is lower, calculated from the date such amount was due until the date that payment is received by Silverback.

5. **OWNERSHIP**

5.1 **Silverback.** As between Silverback and Customer, Silverback exclusively owns all rights, title and interests in and to the Teacher Vitae Service, all forms designed, built, produced or modified using the form builder and all Intellectual Property Rights therein.

5.2 **Customer.** As between Customer and Silverback, Customer exclusively owns all rights, title and interest in and to all Customer Data and all Intellectual Property Rights therein. Customer hereby grants to Silverback a non-exclusive, irrevocable and perpetual, royalty-free license to use, reproduce, extract and otherwise process the Customer Data in aggregate form only for Silverback’s internal use, and only for research and development purposes including, without limitation, maintaining, supporting and further developing and improving the Teacher Vitae Service and related products and services. Silverback’s use of the Customer Data as contemplated herein will not include using, reproducing, extracting or otherwise processing any personally identifiable information.

6. **CONFIDENTIALITY**

6.1 **Definition.** As used herein, “Confidential Information” means: (i) any information or materials that are disclosed in writing and that are clearly labeled as proprietary, confidential or with words of similar meaning at the time of disclosure; (ii) all information or materials that are orally or visually disclosed and that are identified as proprietary or confidential at the time of its disclosure or in a writing provided within thirty (30) days after disclosure; and (iii) any information of any nature described in this Agreement as confidential. Silverback Confidential Information includes, without limitation, the Teacher Vitae Service and any documentation therefore, and any nonpublic financial information, pricing, business plans, techniques, methods, and processes. Customer Data is the Confidential Information of Customer. The terms and conditions of this Agreement will be deemed the Confidential Information of both parties.

6.2 **Exclusions.** Confidential Information will not include information that: (i) is or becomes generally publicly known through no act or omission of the receiving party; (ii) was in the receiving party’s lawful possession prior to the disclosure; (iii) is rightfully disclosed to the receiving party by a third party without a breach of any obligation to the disclosing party; or (iv) is independently developed by the receiving party without use of any Confidential Information of the disclosing party.

6.3 **Use and Nondisclosure.** During the Term and for a period of five (5) years thereafter, neither party will disclose the other party’s Confidential Information to any third party or use the other party’s Confidential Information for any purposes other than for the exercise of its rights and performance of its obligations under this Agreement. Each party may disclose the other party’s Confidential Information only to those of its employees and contractors who need to know such Confidential Information for a party’s exercise of its rights and performance of its obligations under this Agreement.
Agreement; provided that each such employee and contractor is bound by a written agreement that contains use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth in this Agreement. Each party will use the same efforts to protect the confidentiality of the other party's Confidential Information that it ordinarily uses to protect the confidentiality of its own confidential information of like importance, but in no event less than reasonable efforts.

6.4 Permitted Disclosure. The foregoing provisions of this Section 6 will not restrict either party from disclosing the other party's Confidential Information or the terms and conditions of this Agreement: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided that the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement; (ii) on a confidential basis to its legal or professional financial advisors; (iii) as required under applicable securities regulations; (iv) on a confidential basis to present or future providers of venture capital or potential private investors in or acquirers of such party; or (v) as required by law.

7. WARRANTY

7.1 Warranty for Teacher Vitae Service. Silverback warrants that the Teacher Vitae Service will provide the functionality set forth in Exhibit B. As Customer’s sole and exclusive remedy and Silverback’s entire liability for any breach of the foregoing warranty, Silverback will, at its sole option and expense, modify the Teacher Vitae Service so that it conforms to the foregoing warranty or, if Silverback is unable to modify the Teacher Vitae Service to so conform, refund to Customer the fees paid for the non-conforming Teacher Vitae Service.

7.2 Disclaimer. Customer assumes sole responsibility and liability for results obtained from use of the Teacher Vitae Service and for conclusions drawn from such use. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, SILVERBACK MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICES PROVIDED BY SILVERBACK.

WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, SILVERBACK DISCLAIMS ANY WARRANTY THAT THE TEACHER VITAE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. SILVERBACK FURTHER DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE TEACHER VITAE SERVICE AS TO ITS MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SILVERBACK FURTHER DISCLAIMS ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SILVERBACK OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

8. INDEMNIFICATION

8.1 Indemnification by Customer. Customer will defend, indemnify and hold harmless Silverback from and against any liabilities, damages, costs and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim: (i) that the Customer Data or the uploading of any such Customer Data to, or processing of such Customer Data by, the Teacher Vitae Service infringes, misappropriates or violates the rights of a third party, including, but not limited to, a third party's Intellectual Property Rights; or (ii) based on Customer’s or an Authorized User's use of the Teacher Vitae Service (other than any claim for which Silverback is responsible under Section 8.2). Customer's obligations under this Section 8.1 are contingent upon: (i) Silverback providing Customer with prompt written notice of such claim; (ii) Silverback providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (iii) Customer having sole authority to defend or settle such claim.

8.2 Indemnification by Silverback. Silverback will defend any suit or action brought against Customer by a third party to the extent that it is based upon a third-party claim that the Teacher Vitae Service infringe a United States patent or any copyright or misappropriate a trade secret, and will
pay any costs, damages and reasonable attorneys’ fees attributable to such claim that are awarded against Customer. Silverback’s obligations under this Section 8.2 are contingent upon: (i) Customer providing Silverback with prompt written notice of such claim; (ii) Customer providing reasonable cooperation to Silverback, at Silverback’s expense, in the defense and settlement of such claim; and (iii) Silverback having sole authority to defend or settle such claim. In the event that Silverback’s right to provide the Teacher Vitae Service is enjoined or in Silverback’s reasonable opinion is likely to be enjoined, Silverback may obtain the right to continue providing the Teacher Vitae Service, replace or modify the Teacher Vitae Service so that it becomes non-infringing, or, if such remedies are not reasonably available, terminate this Agreement without liability to Customer. Silverback will have no liability under this Section 8.2 to the extent that any third-party claim described herein is based on use of the Teacher Vitae Service in a manner that breaches this Agreement or results from any failure to comply with written instructions that Silverback provides to Customer with respect to the Teacher Vitae Service. THE FOREGOING STATES SILVERBACK’S SOLE LIABILITY AND CUSTOMER’S EXCLUSIVE REMEDY WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS BY THE TEACHER VITAE SERVICE.

9. LIMITATION OF LIABILITY

9.1 Exclusion of Damages. Except for liability arising from a breach of Section 6, in no event will either party be liable to the other party for any incidental, special, exemplary, punitive or consequential damages, including loss of income, data, profits, revenue or business interruption, or the cost of substitute services, or other economic loss, whether or not a party has been advised of the possibility of such damages, and whether any claim for recovery is based on theories of contract, warranty, tort (including NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

9.2 Total Liability. IN NO EVENT WILL SILVERBACK’S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TEACHER VITAE SERVICE EXCEED THE TOTAL FEES PAID BY CUSTOMER IN THE TWELVE-MONTH PERIOD PRECEDING ANY CLAIM OR ACTION, REGARDLESS OF THE FORM OR THEORY OF THE CLAIM OR ACTION.

9.3 Acknowledgement. The parties acknowledge that the limitations and exclusions contained in this Section 9 and elsewhere in this Agreement have been the subject of negotiation between the parties and represent the parties’ agreement based upon the perceived level of risk associated with their respective obligations under this Agreement and the payments made hereunder. Accordingly, the parties agree that such limitations and exclusions will survive and apply even if any exclusive remedy specified in this Agreement is found to have failed of its essential purpose.

10. TERM AND TERMINATION

10.1 Term. This Agreement will commence on the Effective Date and, unless terminated earlier in accordance with its terms, will remain in effect through the end of the Initial Term specified in Exhibit C. At the end of the Initial Term (and each renewal term, if any), this Agreement will automatically renew for additional one (1) year terms, unless either party provides the other party with written notice of non-renewal at least forty-five (45) days before the end of the Initial Term or any renewal term. The period from the Effective Date through the end of any renewal terms are collectively the “Term”.

10.2 Termination for Cause. Either party may terminate this Agreement upon written notice if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days following written notice thereof from the non-breaching party.

10.3 Effect of Termination. Upon the expiration or any termination of this Agreement: (i) all rights granted by Silverback hereunder to access and use
the Teacher Vitae Service will automatically terminate; (ii) Customer and all Authorized Users will immediately cease all use of the Teacher Vitae Service; and (iii) except as otherwise specified in this Agreement, each party will return and make no further use of any Confidential Information of the other party in its possession or control. Upon any expiration or termination of this Agreement, Silverback will have no obligation to maintain any Customer Data or provide Customer with any Customer Data and will delete all Customer Data in Silverback’s possession or under Silverback’s control including any Customer Data stored on the Teacher Vitae Service.

10.4 Survival. The rights and obligations of the parties under Sections 4, 5, 6, 8, 9, 10.3, 10.4 and 11 will survive any expiration or termination of this Agreement.

11. GENERAL

11.1 Governing Law. This Agreement and all matters arising out of or relating to this Agreement will be governed by the laws of the State of Idaho, without regard to its conflict of laws provisions. Any legal action or proceeding relating to this Agreement will be brought exclusively in the state or federal courts located in Idaho. Silverback and Customer hereby agree to submit to the jurisdiction of, and agree that venue is proper in, those courts in any such legal action or proceeding.

11.2 Assignment. Customer may not assign or transfer this Agreement, in whole or in part, without Silverback’s prior written consent, and any attempted assignment or transfer without such consent will be null. Silverback may assign or transfer this Agreement at any time, in its sole discretion. Subject to the foregoing restrictions, this Agreement will be binding upon and will inure to the benefit of the parties’ permitted successors and assigns.

11.3 Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

11.4 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

11.5 Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered personally; (ii) one (1) business day after deposit with a nationally-recognized express courier, with written confirmation of receipt; or (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All such notices will be sent to the addresses set forth above or to such other address as may be specified by either party to the other party in accordance with this Section.

11.6 Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities hereunder.

11.7 Relationship Between the Parties. Nothing in this Agreement will be construed to create a partnership, joint venture or agency relationship between the parties. Neither party will have the power to bind the other or to incur obligations on the other’s behalf without such other party’s prior written consent.

11.8 Force Majeure. Neither party will be liable due to any failure or delay in the performance of its obligations due to events beyond its reasonable control, including but not limited to denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages (each a “Force Majeure Event”). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from as long as the Force Majeure Event continues and such party continues to use commercially reasonable efforts to resume performance.

11.9 Entire Agreement. This Agreement together with its exhibits constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning its subject matter. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.
11.10 Non-Exclusive Remedies. Except as expressly set forth in this Agreement, the exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

11.11 Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original and all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused its duly authorized representatives to execute this Agreement as of the Effective Date.

Silverback Learning Solutions, Inc.

Signed: ____________________________
Printed Name: _______________________
Title: ______________________________

Customer

Signed: ____________________________
Printed Name: _______________________
Title: Director of Secondary Programs

LIST OF EXHIBITS

Exhibit A  Project Plan Overview
Exhibit B  Description of the Teacher Vitae Service
Exhibit C  Fees and Payment
Exhibit A
Project Plan Overview

Project Summary

The Project Plan (the “Plan”) outlines the scope, required resources, and proposed schedule to ensure a successful implementation of the Teacher Vitae Service.

Project Scope

Silverback’s Client Services team will work with the Customer’s resources to complete the following initial steps, the specific requirements of which will vary depending on the Customer’s needs. The Customer will own the process of maintaining and revisiting each of these steps for additions and/or modifications during initial setup and for each subsequent school year, with Silverback performing an advisory and support role.

- Define the Customer organization and organizational units
- Assemble and import staff rosters using the staff import process
- Define specialized roles within the system for administrators and special permissions
- Make ready the different evaluation forms and formats based on templates within the system and/or working within the forms editor
- Set the current evaluation year
- Ensure staff know how to access the self-service training modules included in the product. Request further training (administrator and/or staff, online or in person) from Silverback at Customer expense.

Required Client Resource Planning

Labor Resources – Silverback Client Services team requires planned, focused interactions with specific Customer resources as identified below, and strongly encourages Customer leadership to identify, estimate time commitments for, prepare, and motivate these resources to help achieve a smooth, on-time implementation. Sometimes multiple staff may be required to fulfill a single resource skill set outlined below. Alternatively, multiple skill sets might be obtainable within a single staff member. The time estimates below are approximate, broken out by resource, not by individual, and will be further defined on a task-by-task basis.

- **Superintendent** - owns the strategy and rollout of the service including planning of organizational units, administrative positions, and the process and strategy for forms, folders, and tags within the system. Also owns the compliance process and interaction with reports to ensure appropriate staff engagement levels with the service
  
  *Time Commitment: 2-4 hours at project inception, 1 hour or so per month ongoing*

- **Personnel Director** - works with the Teacher Vitae System Administrator to ensure proper setup of staff and organizational units, and has special permissions to perform evaluation deletion.
  
  *Time Commitment: 2-4 hours at project inception, 1 hour or so per month ongoing*

- **Teacher Vitae System Administrator** - the “day to day” administrator of the system. Imports and maintains staff, sets up organizational units, configures forms and tags, and resets passwords.
  
  *Time Commitment: 8-16 hours at project inception, 2-4 hours per month ongoing*
- **Business/Billing Contact** - Necessary for timely response to invoices and billing inquiries.  
  *Time Commitment: less than 1 hour per year*

- **Professional Development Contact** - Strategizes, organizes, and promotes the level of training required for district personnel in person, via webinar, and/or through the online help guides.  
  *Time Commitment: 2-4 hours annually*

- **Staff Supervisor(s)** - Create staff evaluations from evaluation templates in the type and manner prescribed from leadership.  
  *Time Commitment: varies per district strategy*

- **Staff Members** - Maintain the Professional Portfolio and promote artifacts for use in evaluation, review and sign evaluations as required from supervisors.  
  *Time Commitment: varies*

**Project Plan Schedule**

The Plan schedule will be mutually agreed upon based on availability of Silverback’s and Customer’s resources. Changes to the Plan schedule will be managed by the Silverback’s Client Services team and Customer’s Teacher Vitae System Administrator, as required.
Exhibit B
Description of the Teacher Vitae Service

Teacher Vitae is a software-as-a-service (SaaS) Web-based system with the following deployment and delivery features:

- Centralized infrastructure with redundancy at the application and database level
- Secure, scalable, open integration
- Minimal client installation requirements and load on local systems
- Access via web browser from a variety of device types (desktop, laptop, tablet, smartphone)

The Teacher Vitae system is built upon the Microsoft .NET technology stack and Microsoft SQL Server, which include an Object Relational Mapper (ORM) for data layer abstraction, a tiered service-level implementation, object-oriented design and programming and open data interchange standards. The user interface presentation layer is based upon HTML, CSS and JavaScript and does not require additional presentation layer software such as Adobe Flash.

Upon installation, users can create and manage:

- Professional portfolios for organization and storage of personal job-related artifacts, with ability to add narrations and attachments, and share with supervisors and/or colleagues at user discretion
- District evaluation forms in a variety of configurations, to support anything from simple note-taking observation forms to rubric-based multi-domain forms with multiple scoring types and weighted scoring options
- Self-authored evaluation forms, also in a variety of configurations, to allow districts to ask for artifacts and evidence from evaluatees in a standard format
- Evaluation schedules to assist supervisors in assigning evaluators, reviewers, and form types to one or more evaluatees and one or more sessions, in bulk fashion
- Memo capability for making quick notes tagged to specific employees that can be recalled as evaluation artifacts later
- Digital tags that can correspond to district goals and/or evaluation domains and standards, and be correlated to allow ready recall on evaluation forms and evaluation artifacts
- Reporting capabilities and data exports with certain selectable filters for static and dynamic data aggregations in Microsoft Excel, Microsoft Word, Adobe PDF, and/or Comma Separated Values (CSV) formats. (NOTE: Teacher Vitae does NOT supply licenses for external applications such as Microsoft Excel, Microsoft Word, and Adobe PDF Reader.)

Archival Procedures

Partitioned Customer Data is backed up regularly. Weekly full backups combined with daily incremental backups are executed and stored in a secure, physically redundant location to enable Silverback to provide data recovery. Daily incremental backups are taken from the database server(s) to facilitate data restoration in the event of catastrophic hardware failure. Planned outages occur in off-peak hours whenever reasonably possible. These events are communicated in advance and designed and scheduled to minimize the impact on continuity of service. In most instances, planned outages should only be required during software deployments and for system software and hardware maintenance.
Exhibit C
Fees and Payment

Service Fees
In consideration for the performance of Silverback’s obligations under this Agreement, Customer will pay to Silverback the following fees:

<table>
<thead>
<tr>
<th>Product</th>
<th>Units</th>
<th>Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher Vitae Annual Subscription (1)</td>
<td>1</td>
<td>$49.00</td>
<td>$49.00</td>
</tr>
<tr>
<td>Implementation Fee</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Professional Development</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

(1) Subscription License units equals the total number of staff per the staff import process.

Professional development
Training/professional development is available for $1,000.00 plus travel expenses for one (1) session tailored to administrators. Additional instructors or additional professional development sessions are optional and available for an additional fee.

Expense Reimbursement
Customer will reimburse Silverback for reasonable and customary travel, lodging, meals and other related expenses incurred by Silverback’s employees and contractors for travel from Silverback’s offices in connection with the performance of services under this agreement. At Customer’s request, Silverback will provide Customer with receipts and other documentation for all such expenses.

Payment Terms
Silverback will invoice Customer for the subscription fees, implementation fee, and the professional development described above upon contract execution. Travel expenses related to professional development will be invoiced as incurred. Each invoice is due and payable within thirty (30) calendar days following the invoice date.

Future invoices for each subsequent renewal must be paid within thirty (30) calendar days of the date of invoice.

Initial Term
One (1) year commencing upon Effective Date.
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: May 4, 2017

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.

- Teddy Reynolds, Activities Director at South Hills Middle School
# NEW CERTIFIED EMPLOYEES - 2017-2018

<table>
<thead>
<tr>
<th>Name</th>
<th>School</th>
<th>Position Hired For</th>
<th>Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dawna Alexander</td>
<td>Perrine Elementary</td>
<td>4th Grade</td>
<td>4</td>
</tr>
<tr>
<td>Jessyca Tubbs</td>
<td>Lincoln Elementary</td>
<td>Kindergarten -.50</td>
<td>0</td>
</tr>
<tr>
<td>Hannah Blair</td>
<td>Harrison Elementary</td>
<td>3rd Grade</td>
<td>3</td>
</tr>
<tr>
<td>Camela Rush</td>
<td>Rock Creek Elementary</td>
<td>Music</td>
<td>11</td>
</tr>
<tr>
<td>Dana Strack</td>
<td>South Hills Middle School</td>
<td>Family &amp; Consumer Science</td>
<td>8</td>
</tr>
<tr>
<td>Gracia Merrill</td>
<td>Perrine Elementary</td>
<td>3rd Grade</td>
<td>8</td>
</tr>
<tr>
<td>Christine Godfrey</td>
<td>South Hills Middle School</td>
<td>Math</td>
<td>3</td>
</tr>
<tr>
<td>James Schwartz</td>
<td>Twin Falls High School</td>
<td>Social Studies</td>
<td>1</td>
</tr>
<tr>
<td>Jazlyn Nielsen</td>
<td>Pillar Falls Elementary</td>
<td>Music</td>
<td>0</td>
</tr>
</tbody>
</table>
Date: May 4, 2017

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

From: Sonia DeLeon, Human Resource Manager

Re: Certified Retirement – 2017-2018

The following certified employee has submitted her retirement letter resigning her position for the 2017-2018 school year:

- Robyn Barnes, Teacher – Teacher – Language Arts at Canyon Ridge High School

The Human Resource Department recommends to the Superintendent and the Board of Trustees that we accept this resignation.
Date: May 4, 2017

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

From: Sonia DeLeon, Human Resources Manager

Re: Certified Resignations

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

- Phillip Nelson, Teacher - Social Studies at O’Leary Middle School
- Thomas Schwartz, Teacher – P.E. at Morningside Elementary
- Demarcie Zemke, Teacher – Family & Consumer Science at O’Leary Middle School
- Tracey Harris, Teacher – 4th Grade at Rock Creek Elementary School

The Human Resource Department recommends to the Superintendent and the Board of Trustees that we accept these resignations.
Date: May 4, 2017

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

From: Sonia DeLeon, Human Resources Manager

Re: Classified Retirement

The following certified employee has submitted her retirement letter resigning her position for the 2017-2018 school year:

- Romona Hand, Custodian at Sawtooth

The Human Resource Department recommends to the Superintendent and the Board of Trustees that we accept this resignation.
Date: April 20, 2017

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 or the 2017-2018 school year:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>School</th>
</tr>
</thead>
<tbody>
<tr>
<td>McKynzie Sartin</td>
<td>Cook - 2016-2017</td>
<td>O'Leary Middle School</td>
</tr>
<tr>
<td>Alicia West</td>
<td>Library Assistant – 2017-2018</td>
<td>O'Leary Middle School</td>
</tr>
<tr>
<td>Jamie Hall</td>
<td>Online Coordinator – 2017-2018</td>
<td>Bridge Academy</td>
</tr>
<tr>
<td>Rachelle Straubhaar</td>
<td>Paraeducator (Title) – 2017-2018</td>
<td>Sawtooth Elementary School</td>
</tr>
</tbody>
</table>

The Human Resources Department recommends to the Superintendent and the Board of Trustees that we accept these resignations.
Date: May 4, 2017

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 2017-2018 school year.

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bailey Barton</td>
<td>Head Cheer Coach</td>
<td>Canyon Ridge High School</td>
</tr>
<tr>
<td>Tara Lyons</td>
<td>8th Volleyball Coach</td>
<td>Robert Stuart Middle School</td>
</tr>
<tr>
<td>Meile Harris</td>
<td>Middle School Math Department Coordinator</td>
<td>South Hills Middle School</td>
</tr>
<tr>
<td>Joe Bartley</td>
<td>Middle School Social Studies Department Head</td>
<td>South Hills Middle School</td>
</tr>
<tr>
<td>Mersadize Potter</td>
<td>Assistant Cheer Coach</td>
<td>Canyon Ridge High School</td>
</tr>
<tr>
<td>Jared Sorenson</td>
<td>Bowling Coach</td>
<td>Canyon Ridge High School</td>
</tr>
<tr>
<td>Amanda Alger</td>
<td>Head Cheer Coach</td>
<td>Twin Falls High School</td>
</tr>
<tr>
<td>Jared Sorenson</td>
<td>Varsity Boys Soccer Coach</td>
<td>Canyon Ridge High School</td>
</tr>
</tbody>
</table>

Wiley J. Dobbs, Ph.D.
Superintendent of Schools
Date: May 4, 2017

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

From: Sonia DeLeon, Human Resources Manager

Re: Extra-Curricular Resignations

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

- Abbe Gumeson – Volleyball Coach at O'Leary Middle School

The Human Resources Department recommends to the Superintendent and the Twin Falls School District Board of Trustees that we accept this resignation.
TRAVEL – EXTENDED & OUT-OF-STATE

REQUEST FOR EXTENDED & OUT-OF-STATE TRAVEL

Name of Organization Making Request 4th grade GT

Proposed Travel Dates From May 15th - 19th

Brief Explanation of Proposed Trip (including destination) Lewis & Clark Trail

Completion of Idaho History Studies

Sponsor Signature(s) Kaylyn Van Ostraw Date ____________

Number of Students Attending 20 Number of Supervising Adults 10

Amount of School Time to be Missed 5 days

The Following Requests are Made Relative to this Proposed Trip:

(Waivers required for overnight out of state trips with the exception of IHSSA activities)

1. Bus: Yes No Bus Capacity Needed ____________

2. Finances: Yes No If Yes, Total Amount ____________

3. Transportation Expenses: Yes No ____________

4. Bus Request Submitted: Yes No ____________

5. Financial Breakout: Student/Parent $300 Club $ _______ Organization $ _______ School $ _______

6. Organization: ____________________________________________________________

7. Destination: ____________________________________________________________

Principal’s Recommendation ____________________

Principal’s Signature ____________________ Date 4/14/2017

By signing this form you are acknowledging all necessary waivers have been received.

Superintendent’s Recommendation ____________________

Superintendent’s Signature ____________________ Date: 4/21/17

Board Action: Approved as Proposed Approved with Modifications Not Approved

Total Student Cost: $ ____________

School Costs:

1. Transportation (To & From) $ ____________
   A. Bus or SUV’s $ ____________
   B. Plane $ ____________

2. Lodging $ ____________

Total School Cost: $ ____________ $ ____________

Less Commitment: $ ____________ $ ____________

GRAND TOTAL: $ ____________ $ ____________

Vocational Programs (and others, as determined by the principal) will cover all advisor costs from vocational appropriations and/or club/organization funds.
TRAVEL – EXTENDED & OUT-OF-STATE

REQUEST FOR EXTENDED & OUT-OF-STATE TRAVEL

Name of Organization Making Request: HOSA

Proposed Travel Dates From: 6/20/17 - 6/25/17

Brief Explanation of Proposed Trip (including destination): HOSA International Leadership Conference

Sponsor Signature(s): [Signature] Date 4/13/17

Number of Students Attending: 12 Number of Supervising Adults: 2

Amount of School Time to be Missed: 0

The Following Requests are Made Relative to this Proposed Trip:

(Waivers required for overnight out of state trips with the exception of IHSAA activities)

1. Bus: Yes No ✓ Bus Capacity Needed ____________

2. Finances: Yes ✓ No If Yes, Total Amount 20,835

3. Transportation Expenses: Yes No

4. Bus Request Submitted: N/A Yes No

5. Financial Breakout: Student/Parent $300 Club $ Organization $16,935 School $6,935

6. Organization: HOSA

7. Destination: Orlando, FL

Principal’s Recommendation

By signing this form you are acknowledging all necessary waivers have been received.

Superintendent’s Recommendation

Approved

Superintendent’s Signature: [Signature] Date: 4/14/17

Board Action: Approved as Proposed

Total Student Cost: $300 each

School Costs:

1. Transportation (To & From) .... $__________
   A. Bus or SUV’s $ __________
   B. Plane $ 814.28

2. Lodging $ 4725.00

Total School Cost: $ _________

Less Commitment: $ _________

GRAND TOTAL: $ _________

Vocational Programs (and others, as determined by the principal) will cover all advisor costs from vocational appropriations and/or club/organization funds.

10-1-13
Twin Falls School District #411
Fee Increase Annual Report

As per Policy 7500 and 3440 the Board delegates authority to the Superintendent to establish appropriate fees and procedures governing the collection of fees and to make annual reports to the Board regarding fee schedules. Any fee that is less than 4% is reviewed by the superintendent.

Fees for 2017-2018 School Year

<table>
<thead>
<tr>
<th>Increase Amount</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>TFHS Activity Card</td>
<td>up $1.50  to $38.50 (less than 4% increase)</td>
</tr>
<tr>
<td>CRHS Activity Card</td>
<td>up $1.50  to $38.50 (less than 4% increase)</td>
</tr>
</tbody>
</table>

Reviewed and Approved by:

Superintendent, Wiley J. Dobbs
# Employee of the Month Questions

**Certified**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Amanda Daniels</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position:</td>
<td>9th grade English Teacher</td>
</tr>
<tr>
<td>Hometown:</td>
<td>Pocatello, Idaho</td>
</tr>
<tr>
<td>Inspiration</td>
<td>My mom!</td>
</tr>
<tr>
<td>Pet Peeve:</td>
<td>Littering</td>
</tr>
</tbody>
</table>

**You Have a 10 Minute Speech to give at a High School. What is the Title?**

"This World Needs Your Greatness"

**What Word Describes you Best?**

Adventurous

**One Thing People Don’t Know About You:**

I ran a marathon

**If you Could be any Character in Fiction, Who Would you be?**

Sleeping beauty... I LOVE my sleep 😌

**Favorite Movie or Book:**

*A Mercy* by Toni Morrison

**Which Sitcom, Past or Present, is most Reflective of your Life?**

Friends

**How do you want to be Remembered?**

As a woman who always hold true to who she was, regardless of the shifting winds of this world.

**The Favorite Part of My Day Is:**

When a student can make me laugh

---

**Principal Note:**

Amanda is very well thought of by her colleagues and students; she is a great team member and students respond to her in the classroom. Because of a personnel issue and without hesitation, Amanda agreed to take on a new assignment which included being the Yearbook Advisor. She had no previous experience but she performed in extraordinary fashion. She eliminated any worries I had about the Yearbook being a quality product for our students.
**EMPLOYEE OF THE MONTH QUESTIONS**

**CLASSIFIED**

<table>
<thead>
<tr>
<th>Name</th>
<th>Laurie Rierson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position</td>
<td>Activities Secretary</td>
</tr>
<tr>
<td>Hometown</td>
<td>Idaho Falls, ID</td>
</tr>
<tr>
<td>Inspiration</td>
<td>My two kids, Alec &amp; Alexa</td>
</tr>
<tr>
<td>Pet Peeve</td>
<td>Habitual Tardiness</td>
</tr>
</tbody>
</table>

**You Have a 10 Minute Speech to give at a High School. What is the Title?**

"How to Effectively Communicate with your Parents"

**What Word Describes you Best?**

Selfless

**One Thing People Don’t Know About You:**

Born in Anchorage, Alaska

**If you Could be any Character in Fiction, Who Would you be?**

Daenerys Targaryen from *Game of Thrones*

**Favorite Movie or Book:**

Any book by John Grisham

**Which Sitcom, Past or Present, is most Reflective of your Life?**

Modern Family

**How do you want to be Remembered?**

As a really good mother & kind person

**The Favorite Part of My Day Is:**

Sitting quietly at the end of the day w/ my family & good movie

**Principal Note:**

Laurie is an invaluable asset to Twin Falls High School. She is highly energetic and enthusiastic while performing her job. My favorite response from her is “Don’t worry about it, it’s handled”.......those are the 6 best words any supervisor loves to hear.
## EMPLOYEE OF THE MONTH QUESTIONS

<table>
<thead>
<tr>
<th>Name:</th>
<th>Bill Hicks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position:</td>
<td>Vice Principal</td>
</tr>
<tr>
<td>Hometown:</td>
<td>Military Brat, moved all over, but graduated from Cheyenne East HS in WY.</td>
</tr>
<tr>
<td>Inspiration:</td>
<td>Don Shula – Head Coach of the Miami Dolphins <em>(Everyone is a Coach)</em></td>
</tr>
<tr>
<td>Pet Peeve:</td>
<td>Loud Obnoxious Behavior</td>
</tr>
</tbody>
</table>

**You Have a 10 Minute Speech to give at a High School. What is the Title?**

Do what I would have liked to have done, not what I did!

**What Word Describes you Best?**

Introspective

**One Thing People Don’t Know About You:**

I have earned a Black Belt in Tae Kwon Do, I Played Rugby for 15 years and competed internationally, Underwater Search and Rescue (Scuba)

**If you Could be any Character in Fiction, Who Would you be?**

Captain Nemo – A passion to explore (undersea and space)

**Favorite Movie or Book:**

*Twenty Thousand Leagues Under the Sea* – Jules Verne

**Which Sitcom, Past or Present, is most Reflective of your Life?**

Perhaps MASH – not because I liked it per se but because my life seems to have its fair share of turmoil

**How do you want to be Remembered?**

As someone who was thoughtful, intelligent, cared more about the success of others than his own and was able to make a difference in at least one person’s life

**The Favorite Part of My Day Is:**

Relaxing on the front porch with my wife and having meaningful conversations in front of a fire, looking at the city lights and having a sensible refreshing beverage 😊
# EMPLOYEE OF THE MONTH QUESTIONS

<table>
<thead>
<tr>
<th>Name:</th>
<th>Erin Kelley</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position:</td>
<td>Online Coordinator</td>
</tr>
<tr>
<td>Hometown:</td>
<td>Santa Cruz California</td>
</tr>
<tr>
<td>Inspiration:</td>
<td>Watching my children succeed/ My grandparents</td>
</tr>
<tr>
<td>Pet Peeve:</td>
<td>Whistling</td>
</tr>
<tr>
<td>You Have a 10 Minute Speech to give at a High School. What is the Title?</td>
<td>Quit Complaining about it and just do it!</td>
</tr>
<tr>
<td>What Word Describes you Best?</td>
<td>Fiery</td>
</tr>
<tr>
<td>One Thing People Don’t Know About You:</td>
<td>I am obsessed with super cross/motocross</td>
</tr>
<tr>
<td>If you Could be any Character in Fiction, Who Would you be?</td>
<td>The little mermaid</td>
</tr>
<tr>
<td>Favorite Movie or Book:</td>
<td>Mrs. Doubtfire</td>
</tr>
<tr>
<td>Which Sitcom, Past or Present, is most Reflective of your Life?</td>
<td>I Love Lucy</td>
</tr>
<tr>
<td>How do you want to be Remembered?</td>
<td>As a loving kind hearted person</td>
</tr>
<tr>
<td>The Favorite Part of My Day Is:</td>
<td>Seeing my grand daughter Emerson</td>
</tr>
</tbody>
</table>

Principal Note:

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
Achievement

BOARD OF TRUSTEES
TWIN FALLS SCHOOL DISTRICT #411

Congratulations on achieving:

IASA Principal of the Year Award

Kacey Teske

Chairman Bernie Jansen

Vice Chairman Bryan Matsuoka

Trustee Liyah Babayan

Trustee Mary Barron

Trustee Paul McClintock
Achievement

BOARD OF TRUSTEES
TWIN FALLS SCHOOL DISTRICT #411

Congratulations on achieving:

Betty Roper Public Relations Award

Twin Falls Education Association

Chairman Bernie Jansen

Vice Chairman Bryan Matsuoka

Trustee Liyah Babayan

Trustee Mary Barron

Trustee Paul McClintock
3 teachers receive state awards

BOISE — Three Magic Valley teachers received awards last week from the Idaho Education Association.

Jolene Dockstader of Jerome received the Shane Anderson Outstanding Member Award. The Twin Falls Education Association (co-presidents Peggy Hoy and Mike Wilkinson) received the Betty Roper Public Relations Award.
May 2, 2017

TFSD Board of Trustees:

Two bids were received for the Perrine/Robert Stuart Asphalt Project. This project is to replace the asphalt in a parking lot at each of the two schools. It is recommended that we accept the bid of $157,097.00 submitted by Idaho Materials & Construction. A second bid was received; but it was for a higher amount.

Sincerely,

Brady D. Dickinson, Director
Educational Technology & Operations
Date: May 4, 2017

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

From: Sonia DeLeon, Human Resource Manager

Re: Job Description for Review

Please find the following updated job description attached for your review:

- Head Varsity Swimming Coach
- Assistant Varsity Swimming Coach
- Day Treatment Behavior Specialist

Attachments
Twin Falls School District #411
Job Description

Job Code: Twin Falls School District #411
Job Title: Program Director/Head Varsity Swim Coach
Department: Activities Department
Reports To: Building Principal/Athletic Director
Supervises: Assistant swim coach
FLSA Status: Pre-approved
Prepared By: Human Resources
Prepared: 04/20/2017
Approved By: 
Approval Date: 

JOB GOAL
Promote and manage an exemplary sports program.

QUALIFICATIONS
Minimum:
• High school diploma or equivalent.
• Proven ability to work with students, coaches, administrators and parents
• State teaching certificate or completion of National Federation Fundamentals of Coaching and Sports Specific Classes
• Two years of experience coaching swimming or participating in a college or high school swimming program
• Such alternatives to the above qualifications as the Board may find appropriate and acceptable

Desired:
• Five years of experience coaching swimming or participating in a college or high school swimming program
• Advanced study in the area of coaching
• Bachelors degree
• Certification as a lifeguard

ESSENTIAL DUTIES include the following (or other duties as assigned by the Superintendent, Board, or designee).
• Act as liaison person in relating the district program to the staff, administration, and the public and local news media
• Conduct personnel evaluations as required
• Meet with middle school athletic director to hire and evaluate middle school personnel and programs as required
• Advise and assist all interested participants in obtaining college scholarships
• Maintain and inventory all equipment and supplies
• Assist in scheduling, development, and administration of the program budget, and making travel arrangements
• Plan and instruct program in-service at the beginning of the sports season
• Conduct a pre-season team parent meeting and provide all required information as stated in the activities manual
• Promote the district program and recruit participants at all levels
• Work with other program directors to ensure that athletic program goals are being met
• Manage all player instruction and conditioning
• Develop off-season conditioning and recruitment program
• Act as the head coach for the varsity team and attend practices and contest
• Coordinate and analyze scouting reports
• Manage the district program to achieve the goals, objectives, and mission statement as well as the policies and procedures in the activities manual
• Follow and ensure compliance of the coaches’ code of ethics in the activities manual
• Teach and practice good sportsmanship toward opponents, officials, team members and spectators
• Maintain professional growth through attendance at clinics and conferences
• Attend district in-service and program meetings
• Perform other tasks and assume other responsibilities as the building athletic director, Superintendent and/or Board may deem necessary
PHYSICAL DEMANDS (Reasonable accommodations may be made to enable a person with a disability to perform the essential functions.)

The physical requirements indicated below are examples of the physical aspects that this position classification must perform in carrying out essential job functions.

- The employee is frequently required to walk and continuously required to stand. The employee will frequently bend or twist at the neck and waist while performing the duties of this position. The employee will occasionally be required to reach with hands and arms and stoop, kneel, crouch or crawl.
- The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this position include close vision, depth perception and peripheral vision.
- The employee must work well under pressure to meet multiple and sometimes competing deadlines. The employee shall, at all times, demonstrate cooperative behavior with colleagues and supervisors.

EVALUATION
Performance of this position will be evaluated in accordance with the requirements stated in this manual and with the board’s policy on evaluation of personnel

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

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

Insurance Recommendation
On regular occasions, this job classification requires the employee to use his/her personal vehicle to conduct district business, therefore personal auto insurance coverage of $300,000 or more is recommended.

Job description received:

Date/year                                Employee signature
Twin Falls School District #411
Job Description

Job Code: Twin Falls School District #411
Job Title: Assistant Varsity Swim Coach
Department: Activities Department
Reports To: Program Director/ head varsity coach and/ or designee
Supervises: N/A
FLSA Status: 

Prepared By: Human Resources
Prepared: 04/20/2017
Approved By: 
Approval Date: 

JOB GOAL
Promote and manage an exemplary sports program.

QUALIFICATIONS
Minimum:
• High school diploma or equivalent.
• Proven ability to work with students, coaches, administrators and parents
• State teaching certificate or completion of National Federation Fundamentals of Coaching class
• One year experience coaching swimming or participating in a college or high school swimming program
• Such alternatives to the above qualifications as the Board may find appropriate and acceptable

Desired:
• Two years of experience coaching swimming or participating in a college or high school swimming program
• Advanced study in the area of coaching
• Completion of National Federation Fundamentals Sports Specific class
• Bachelors degree
• Certification as a lifeguard

ESSENTIAL DUTIES include the following (or other duties as assigned by the Superintendent, Board, or designee).
• Assist in maintaining and taking inventories of all equipment and supplies
• Attend the pre-season team-parent meeting
• Promote the school program and recruit participants at all levels
• Assist in team instruction and player conditioning
• Attend practices and contests
• Assist in coordinating and analyzing scouting reports
• Assist in managing the team to achieve the goals, objectives, and mission statement as well as the policies and procedures in the activities manual
• Follow and ensure compliance of the Coaches Code of Ethics in the activities manual
• Teach and practice good sportsmanship toward opponents, officials, team members and spectators
• Maintain professional growth through attendance of clinics and conferences
• Attend district in-service and program meetings
• Perform other tasks and assume other responsibilities as the building athletic director, Superintendent and/or Board may deem necessary
PHYSICAL DEMANDS (Reasonable accommodations may be made to enable a person with a disability to perform the essential functions.)
The physical requirements indicated below are examples of the physical aspects that this position classification must perform in carrying out essential job functions.

- The employee is frequently required to walk and continuously required to stand. The employee will frequently bend or twist at the neck and waist while performing the duties of this position. The employee will occasionally be required to reach with hands and arms and stoop, kneel, crouch or crawl.
- The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this position include close vision, depth perception and peripheral vision.
- The employee must work well under pressure to meet multiple and sometimes competing deadlines. The employee shall, at all times, demonstrate cooperative behavior with colleagues and supervisors.

EVALUATION
Performance of this position will be evaluated in accordance with the requirements stated in the athletic manual and with the board’s policy on evaluation of personnel.

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

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

Insurance Recommendation
On regular occasions, this job classification requires the employee to use his/her personal vehicle to conduct district business, therefore personal auto insurance coverage of $300,000 or more is recommended.

Job description received:

Date/year

Employee signature
Twin Falls School District #411
Job Description

Job Title: Day Treatment Behavior Specialist
Department: Support Services
Reports To: Consulting Teachers
FLSA Status: Full-time, 8 hours/day, 187 days
Salary Range: Per district Classified Supervisor salary schedule
Prepared By: Human Resources Department
Prepared: 05/04/2017
Approved By:
Approval Date:

JOB GOAL
Help students resolve such personal, emotional and social problems as they interfere with their adjustment to school and their capacity to enjoy the fullest benefits of the education offered them.

QUALIFICATIONS
Minimum
• Bachelor’s degree in social work or related field and holds a current PRA (Psychiatric Rehabilitation Association) credential
• Experience as a Community Based Rehabilitation Services (CBRS) worker, formerly PSR worker
• Prefer experience in a school setting

ESSENTIAL DUTIES (or other duties assigned by the Superintendent or Board).
• Will work directly with students with emotional and behavioral disorders in the school district’s Day Treatment program
• Oversee and implement the district approved behavior program
• Consult and collaborate with private agency CBRS workers to assure students’ goals are being met
• Work with other district staff to develop and implement curriculum used in the Day Treatment Program
• Support students as they transition back to their home school
• Monitor program implementation to assure behavioral program is implemented with fidelity
• Work with students individually and in small groups on behavioral goals as outlined in the student’s IEP
• Provide social skills training to students in group setting, using district approved program
• Attend IEP meetings for students in the Day Treatment program
• Accurate data collection for use by school staff members and outside agencies when appropriate
• Performs other tasks and assumes other responsibilities as the Superintendent and/or Board may deem necessary.

EVALUATION
Evaluation of personnel conducted in accordance with district evaluation policy for classified employees.
PHYSICAL DEMANDS (Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)
The physical demands and work environment indicated below are examples of the physical aspects this position classification must perform in carrying out essential job functions.

- Persons performing service in this position classification will regularly exert 10 to 25 pounds of force to lift, carry, push, pull, or otherwise move objects.
- This type of work involves sitting most of the time, but will involve walking or standing for extended periods of time. Occasionally, physical requirements include the ability to navigate multi-story buildings during an emergency situation.
- Perceiving the nature of sound, near and far vision, depth perception, providing oral information, manual dexterity to operate business related equipment, and handle and work with various materials and objects are important aspects of this job.

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

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

Insurance Recommendation
On regular occasions, this job classification requires the employee to use his/her personal vehicle to conduct district business, therefore personal auto insurance coverage of $300,000 or more is recommended.

Job description received: ____________________________

Date ___________ Employee Signature ________________
MEMORANDUM

To: Board of Trustees
   Twin Falls School District #411
From: Bill Brulotte, Director Federal Programs, Policies, and Grants
Re: Policy 2945 Grading Key Policy (revision)
Date: Information Item May 8, 2017
      Action Item June 12, 2017

The Policy Update Release includes the following revised policy

Administration Recommendation

2945 Grading Key

*Policy 2945 is being revised to align with the new Elementary Standards Based Report Card Committee’s recommendation.
**GRADING KEYS**

### K-5 Academic Performance Key

<table>
<thead>
<tr>
<th>Key</th>
<th>Description</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Meeting Grade Level</td>
<td>The student consistently meets end of year grade level expectations for concepts and skills.</td>
</tr>
<tr>
<td>2</td>
<td>Progressing Toward Grade Level Standards</td>
<td>The student is progressing toward end of year grade level expectations or demonstrates basic but inconsistent application of essential concepts and skills.</td>
</tr>
<tr>
<td>1</td>
<td>Limited Progress Toward Grade Level Standards</td>
<td>The student demonstrates limited understanding of end of year concepts and skills.</td>
</tr>
<tr>
<td>N/A</td>
<td>Standard was not assessed this quarter</td>
<td></td>
</tr>
</tbody>
</table>

### K-5 Characteristics of a Successful Learner Key

<table>
<thead>
<tr>
<th>Key</th>
<th>Description</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>C</td>
<td>Consistent</td>
<td>The student consistently demonstrates grade level expectations for behavior.</td>
</tr>
<tr>
<td>S</td>
<td>Sometimes</td>
<td>The student inconsistently demonstrates grade level expectations for behavior.</td>
</tr>
<tr>
<td>R</td>
<td>Rarely</td>
<td>The student rarely demonstrates grade level expectations for behavior.</td>
</tr>
</tbody>
</table>

Progress is reported on standards in ELA, Math, Science, Social Studies and Characteristics of a Successful Learner (as behavior performance) quarterly.

**Kindergarten**
- E = Exceeds Expectations
- M = Meets Expectations
- I = Is Developing
- N = Needs Improvement

**First Grade**
- E = Exceeds Expectations

**Second Grade through Sixth Grade**
- A = Excellent progress
- B = Better than average
- C = Satisfactory progress
- D = Poor, barely passing
- F = Failing

- E = Exceeds expectations
Grades are given in Reading, Language Arts, Spelling, Social Studies, Science/Health, and Mathematics.

Music and P.E. grades are given at the end of each semester.

<table>
<thead>
<tr>
<th>Middle School Grades 7, 8, 9</th>
<th>High School Grades 10, 11, 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>A   Excellent</td>
<td>A   Excellent</td>
</tr>
<tr>
<td>B   Above Average</td>
<td>B   Above Average</td>
</tr>
<tr>
<td>C   Average</td>
<td>C   Average</td>
</tr>
<tr>
<td>D   Below Average</td>
<td>D   Below Average</td>
</tr>
<tr>
<td>F   Failure</td>
<td>F   Failure</td>
</tr>
</tbody>
</table>

RECOMMENDED GRADING SCALE

A = 90 – 100%
B = 80 – 89%
C = 70 – 79%
D = 60 – 69%
F = 0 - 59%

ADOPTED: 12/08/08
EMT 1999
AMENDED: 8/11/14
Come One.... Come All.... Whether you are a New Board Member, New Clerk, New Superintendent, or Experienced Board Member, the Summer Leadership Institute is for YOU! There will be a Whirlwind Tour of the Board Room, 8 Characteristics of Effective School Boards, Trustee vs. Representative, 4 Key Components of Governance, Why is Policy Needed, Leadership Premiums, Community Engagement, and Much More......

Twin Falls
Wednesday, July 12, 2017

Rigby
Thursday, July 13, 2017

Boise
Thursday, July 20, 2017

Lapwai
Wednesday, July 26, 2017

Coeur d'Alene
Thursday, July 27, 2017
AGENDA

5:00 p.m. I. Call to Order

5:00 p.m. II. Pledge of Allegiance

5:00 p.m. III. Unscheduled Delegations (Audience to Address the Board)

5:00 p.m. IV. Consent Calendar (4 min)
   A. Approval of Administrator Contract
   B. Approval of New Teachers
   C. Approval of Certified Release of Contract
   D. Approval of Certified Resignations
   E. Approval of New Classified Employees
   F. Approval of Classified Resignation
   G. Approval of Extra-Curricular Employee
   H. Approval of Extra-Curricular Resignations

5:00 p.m. V. City of Twin Falls Strategic Plan Update – Phil Kushlan (15 min)

5:15 p.m. VI. 2016-2017 Data Review - L.T. Erickson/Bill Brulotte (30 min)

5:45 p.m. VII. 2015-2020 Strategic Plan Update - Eva Craner (30 min)

6:15 p.m. VIII. ISBA Resolutions (Due by July 31) – Brady Dickinson (5 min)

6:20 p.m. IX. Executive Session as per Idaho Code 74-206(1) Subsections (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.

   Action:
   A. Personnel issue action if any

6:30 p.m. X. 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 student discipline; to consider personnel issues; and conduct superintendent evaluation

Action Items:
(1) Student discipline action
(2) Personnel issue action (if needed)