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
July 10, 2017
7:00 P.M.
ANNUAL MEETING

Agenda

I. Call to Order

II. Pledge of Allegiance

III. Procedural Matters
   1. Swear in Trustee Todd Hubbard
   2. Approval of Agenda (Additions and Deletions)
   3. Election of Chairman and Vice-Chairman
   4. Appoint Clerk, Treasurer, and Two Assistant Treasurers
   5. Set Date, Time, and Place for Regular Meetings

IV. Unscheduled Delegations (Audience to Address the Board)

V. Consent Calendar
   A. Approval of Minutes from the June 12, and June 29, 2017 meetings
   B. Approval of Board Financial Report
   C. Approval of Building Financial Report
   D. Approval of Contracts for Private Service Providers (PSP)/Consultants/Contracts
   E. Approval of New Teacher Contracts
   F. Approval of Certified Resignations
   G. Approval of New Classified Employees
   H. Approval of Classified Resignations
   I. Approval of Extra-Curricular Employees
   J. Approval of Extra-Curricular Resignations
   K. Approval of District/University Agreement

VI. Superintendent's Report
   A. Employees of the month: Exempt, Classified, and Maintenance Employees of the Month - District
   B. Guest Teachers of the Year Awards

VII. Instruction
   A. Information Items:
      1. Student Handbook – Bridge Academy
   B. Action Items:
      1. Student Handbook – Bridge Academy

VIII. Budget and Finance
   A. Information Items:
      2. Facilities Update Report
      3. School Food Service Bids
   B. Action Items:
      1. Award School Food Service Bids

IX. Personnel
   A. Information Items:
      1. Job Description for Head Warehouseman
      2. Policy Revision Recommendation
   B. Action Items:
      1. Policy/Procedure Revision Recommendations for Approval
      2. Employee Handbooks - Child Nutrition; Guest Teacher; Classified Employee; Certified Employee

X. Board Goals
   A. Information Item:
      1. Naming of the District Administration Office
   B. Action Item:
      1. Approve Final Board Work Session Agenda
      2. Signing of School Board Code of Ethics
      3. ISBA Resolutions (Due by July 31st)
XI. Future Agenda Items
   A. ISBA Summer Leadership Institute, July 12, 2017 at 1:00 p.m. at Canyon Ridge High School
   B. Board Work Session July 26, 2017 at 5:00 p.m. at South Hills Middle School

XII. 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
PUBLIC NOTICE

The Twin Falls School District No. 411 will hold regular Board meetings for the **2017-2018 school year** the second Monday and the fourth Wednesday of each month, with the exception of August, November, December, May 2018, and June 2018 at 7:00 p.m. at Canyon Ridge High School, room #301, located at 300 North College Road unless otherwise specified below. The district will adhere to the following dates unless unexpected conflicts occur. Any date changes will have prior approval of the board and notice of changes will be announced.

- **August 7, 2017** (1st Mon.)
- **September 11, 2017**
  - 5:00 p.m. September 27, 2017-Work Session
- **October 9, 2017**
- **October 25, 2017**
- **November 13, 2017**
- **December 11, 2017**
- **January 8, 2018**
  - 5:00 p.m. January 24, 2018-Work Session
- **February 12, 2018**
- **February 21, 2018 @ Bickel**

- **March 12, 2018**
- **March 21, 2018 (3rd Wed.) @ SHMS**
- **April 9, 2018**
- **April 25, 2018 @ Perrine**
- **May 14, 2018**
- **June 11, 2018**
- **July 9, 2018 Annual Meeting**
  - 5:00 p.m. July 25, 2018-Work Session

Michelle Lucas, Clerk
POSTED: July 11, 2017

Administration Offices
Twin Falls City Hall
Twin Falls County Courthouse
**TWIN FALLS SCHOOL DISTRICT #411**

**2017-2018 SCHOOL CALENDAR**

### August
- July 26: School Resumes

### September
- September 1: Early Dismissal for Students and Staff
- September 2: Labor Day - No School
- September 3: Data Day - No School

### October
- October 5: State Inservice - No School
- October 6: State Inservice - No School
- October 13: End of 1st Quarter - 39 Days - Teacher Workday - No School All Grades
- October 18: Kindergarten Parent/Student/Teacher Conferences - No School Kindergarten
- October 19: District Wide Parent/Student/Teacher Conferences - No School for All Grades
- October 20: No School for All Grades
- October 21: ICS Teacher In-Service - No School All Grades
- October 22: ICS Teacher In-Service - No School All Grades
- October 23: Thanksgiving Break - No School Nov 20-24

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

### December
- December 22: End of 2nd Quarter - 46 Days - End of 1st Semester - Early Dismissal - 1/2 Day Report Cards

### January
- January 8: School Resumes

### February
- February 19: President's Day - No School
- February 20: ICS Teacher In-Service - No School All Grades

### March
- March 9: End of 3rd Quarter - Early Dismissal - 1/2 Day Report Cards - 44 Days
- March 20: CRHS/TFHS-Advisor/Parent/Student Registration Conferences
- March 21: CRHS/TFHS-Advisor/Parent/Student Registration Conferences - Kindergarten Parent/Student/Teacher Conferences - No School for Kindergarten
- March 22: CRHS/TFHS - Junior Boards and Senior Projects
- March 23: No School for All Grades
- March 25: Spring Break - No School March 26-30

### April
- April 2: School Resumes

### May
- May 21: TFHS Graduation
- May 22: CRHS Graduation
- May 23: MVHS Graduation
- May 24: End of 4th Quarter - 48 Days - Last Day of School
- May 25: 1/2 Day Analyze Assessments and Goals - 1/2 Day Teacher Workday
- May 28: Memorial Day

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*Board Approved/Revised - 4-10-17*
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, Room #301, Twin Falls, Idaho, at the hour of 7:00 p.m., on Monday, June 12, 2017. The following trustees were present: Chairman Bernie Jansen, Vice-Chairman Bryan Matsuoka, Trustees Mary Barron, Paul McClintock, and Liyah Babayan (arrived at 7:37 p.m.). There were also present Director of Educational Technology, and Operations, Brady Dickinson; Clerk, Michelle Lucas; Director of Fiscal Affairs, Bob Seaman; Director of Elementary Programs, Teresa Jones; Director of Secondary Programs, L.T. Erickson; as well as interested patrons, employees, and the media.

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

Procedural Matters Action Items

Approval of Agenda (Additions and Deletions) – Chairman Jansen asked if there were any additions or deletions to the agenda. There was none. 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) – There was none.

Consent Calendar – Vice Chairman Matsuoka moved to approve the consent calendar which included: minutes from the May 8, and May 17, 2017 board meetings; board financial reports; building financial reports; long term student suspensions; contracts for City of Twin Falls Facilities Use agreement, Aric Bostick Success Training, and The Math Learning Center; administrator resignations from Keelie Campbell and Rebecca Wills; new certified contracts for Lori Reynolds, Michele Dimond, Miranda Ostrowski, Carli Moffitt, Sherry Stucki, Rebecca Ball, Peter Clark, Camille Flourney, Shawna Volle, and Ryan Terry; certified resignations from Dacia Hunter, Emily Moody, Traci Adams, Robyn Barnes, Tara Williams, Aaron Bailey, and Lark Standley; new classified employees: Kristi Stone, Amanda Hutchinson, Gary Brightwell, Marilu Brewster, Abril Guzman, Andrea Inchausti, Kim Ebersole, and Cheryl Weiss; in district transfers for Cheryl Cummings, Wendy Layton, Lynn Harmison, and Melinda Belnap; classified retirements: Linda Condie, Rochelle Frank, Carol Olsen, and Lily Hackenbruch; classified resignations: Diana Fullmer, Linda Plate, Cindy Lou Christiansen, Sheena Hernandez, Jessica Campbell, Marcy Hendry, Rachael Busbee, Cassandra Fortenberry, Madison Folkman, Rithy Essing, Michelle Dimond, Ashley Ausere, and Jessica Ladd; extracurricular employees: Peter Clark, Mancole Fedder, Britney Chandler, Richard Henderson, Reylene Abbott, Sarah Barker, Kristan Young, Christine Godfrey, Joy Akin, Aimee De La
Cruz, and Ashqua Bliss; extra-curricular resignation from Dacia Hunter, Lyle Hudelson, Kelbee Marsh, Joe Bartley, Carey Farnsworth, Josie Jordan, Jared Sorenson, Jennie Fullmer, and Aaron Bailey; and intern requests for Angela Pentecost, Krystal Koelling, Cheryl Lindquist. The motion was seconded by Trustee Barron, Trustee McClintock recused himself for a conflict of interest. Motion passed unanimously.

VI. Superintendent's Report

A. Director of Educational Technology, and Operations, Dr. Dickinson announced the certified employee of the month from Sawtooth Elementary School for the month of June as Pam Day, 1st grade teacher. He read a brief resume' and presented Ms. Day with a gift, plaque, and gift certificate to Pizza Pie Cafe’.

B. Director of Educational Technology, and Operations, Dr. Dickinson announced the classified employee of the month from Sawtooth Elementary School as Dawn Hentrup, baker. Dr. Dickinson read a brief resume’ and presented Ms. Hentrup with a gift, plaque, and gift certificate to Pizza Pie Cafe’.

C. Dr. Dickinson announced that the Canyon Ridge High School Girls Golf won the State Championship. Congratulations to Coach Zach Abels and Assistant Coach Mike Gemar, players and administration for this, the first-ever state team championship for Canyon Ridge High School.

D. Bailey Henley, a senior at Canyon Ridge High School and a member of the Canyon Ridge High School Girls Golf team, won the individual Idaho 4A State Championship. Congratulations to Bailey, Coach Zach Abels, and the assistant coach, Mike Gemar, for this prestigious title.

E. Dr. Dickinson announced that Twin Falls High School Bruins Baseball Team won the 4A State Baseball Championship. Congratulations to Coach Tim Stadelmeir, the assistant coaches, players and administration for this well-earned title.

F. Dr. Dickinson announced that the Twin Falls High School Bruins Baseball team earned the 4A State Academic Championship. This means that the players on the team had the highest cumulative GPA in the state of 3.672.

G. Dr. Dickinson announced that Twin Falls High School Softball Team also earned the 4A State Academic Champs. This also means that the players on the team had the highest cumulative GPA in the state of 3.768.

H. Dr. Dickinson announced that the Twin Falls High School and Canyon Ridge High School were recognized for the 4A 2016-17 Idaho High School Activities Association’s “Schools of Excellence Program.” Twin Falls High School was named the 4A School of Excellence (for the third time in the last 7 years) and Canyon Ridge finished in 5th place among the 4A schools (24 schools overall). This is a well-deserved honor for the Bruins and Riverhawks.

I. Liyah Babayan was running late so Chairman Jansen stated the board would make her presentation to her when she arrives.

VII. Instruction A. Information Item:
1. South Hills Middle School student handbook was shared and is also listed as an action item because of the urgency to get the handbook to the printers in time for the start of school.

VII. Instruction B. Action Item:

1. Trustee McClintock moved to approve student handbooks for both O’Leary Middle School and South Hills Middle School. Trustee Barron seconded the motion. Motion passed unanimously.

VIII. Budget & Finance Information Items:

1. Director of Educational Technology and Operations Brady Dickinson gave his monthly facilities report, which outlined the status of Magic Valley High School and South Hills Middle School construction. South Hills is on time/on budget and at substantial completion. At Magic Valley, the classrooms should be finished by the start of school but the common areas won’t be complete until later.

7:15 p.m. 2017-2018 Budget Hearing

Chairman Jansen called the 2017-2018 Budget Hearing to order. Director of Fiscal Affairs, Bob Seaman presented an overview of the 2017-2018 budget and recommended approval. Chairman Jansen asked if there were any patrons wanting to testify in regards to the 2017-2018 budget. There was no one. Vice Chairman Matsuoka moved to approve the 2017-2018 School District Budget as presented. Trustee Barron seconded the motion. Motion passed unanimously.

2. Director of Educational Technology and Operations, Brady Dickinson presented the bid recommendation for HVAC control projects for Perrine Elementary School and O’Leary Middle School in the amount of $108,983. Vice Chairman Matsuoka moved to approve the HVAC bid from Clima-Tech Corporation in the amount of $108,983 as proposed. Trustee McClintock seconded the motion. Motion passed.

3. Dr. Dickinson asked the board to approve Superintendent Dobbs request to submit a request to the State Department of Education for an adjustment to our average daily attendance (ADA). Per Idaho Code 33-1003A, the superintendent may make a request to the State Department of Education to have the average daily attendance (ADA) adjusted because of unusual circumstances and this year our circumstances included inclimate weather and flu. This requires board approval and is listed as an action item tonight.

VIII. Budget & Finance Action Items:

1. See Budget Hearing above.

2. 7:30 p.m. Chairman Jansen called the 2016-2017 Amended Budget Hearing to order. Mr. Seaman addressed the trustee’s questions and stated that unanticipated things have happened throughout the year and will continue to change up to July 1, 2017 and it will be the middle of August before the district will know exactly what the 2016-2017 carryover will be. There were no public comments or questions. Mr. Seaman recommended approval of the 2016-2017 amended budget as presented. Chairman Jansen called for a motion. Trustee McClintock
moved to approve the 2016-2017 amended budget as submitted. Vice Chairman Matsuoka seconded the motion. Motion passed unanimously.

3. With no further discussion Vice Chairman Matsuoka moved to approve the HVAC bid from Clima-Tech Corporation in the amount of $108,983 as proposed. Trustee McClintock seconded the motion. Motion passed.

4. With no further discussion Vice Chairman Matsuoka moved to approve the ADA adjustment from the state as proposed. Trustee Barron seconded the motion. Motion passed unanimously.

IX. Personnel A. Information Item:

1. Director of Public Relations, Eva Craner shared administrative and ISBA policy recommended changes. These will return next month for board action.

2. Director of Human Resources, Shannon Swafford addressed the board to share the updated employee handbooks for Child Nutrition, Guest Teacher, Classified, and Certified employees. These employee handbooks will return next month for board action.

IX. Personnel B. Action Item:

1. Policy 2945 Grading Keys presented last month returned for board action. With no further discussion, Vice Chairman Matsuoka moved to approve these policies as amended. Trustee Barron seconded the motion. Motion passed unanimously.

Special Presentation
Chairman Jansen presented Trustee Liyah Babayan with a plaque commemorating her years of service as trustee of Twin Falls School District #411. Ms. Babayan thanked the board for the opportunity.

X. Board Goals A. Information Item:

1. Board of Trustees reviewed and finalized their July 26, 2017 work-session agenda.

2. The board reviewed the 2017 Trustee Election results as canvassed by the Twin Falls County Commissioners. The County Clerk, Kristina Glasscock certified that the election results for trustee zone #3 are in favor of Todd Hubbard as the new trustee. Todd Hubbard had 101 votes and write-in candidate Liyah Babayan had 47.

X. Board Goals B. Action Item:

1. Trustee McClintock moved to approve the final July 26, 2017 Board Work Session Agenda. Vice Chairman Matsuoka seconded the motion. The board asked to have food brought in from Coops BBQ catering. Motion passed unanimously.

XI. Future Agenda Items

A. Board work session will be held July 26, 2017 at Canyon Ridge High School in room #301 at 5:00 p.m.

B. The next board meeting will be the annual board meeting July 10, 2017.
C. July 12, 2017 is scheduled for the ISBA Summer Leadership Conference. Attending from the Board will be Mary Barron, Bernie Jansen, Bryan Matsuoka and Todd Hubbard.

XII. Executive Session

With no further business at hand, Trustee McClintock moved that the Board retire into executive session after a five-minute break pursuant to Idaho Code 74-206(1) subsection (b); (b) to consider student discipline; and to consider personnel issues. Trustee Babayan seconded the motion. Chairman Jansen asked the Clerk Michelle Lucas to poll the board. Roll call vote was as follows:

Chairman Bernie Jansen - Yes
Vice Chairman Bryan Matsuoka - Yes
Trustee Mary Barron – Yes
Trustee Liyah Babayan - Yes

Motion carried. The Board convened into executive session at 7:47 p.m.

Vice Chairman Matsuoka moved to return to open session. Trustee Barron seconded the motion. Motion passed unanimously. The time was 8:03 p.m.

Trustee McClintock moved to approve administrations recommendation to extend probation period for certified employee A. Trustee Barron seconded the motion. Motion passed unanimously.

Vice Chairman Matsuoka moved to expel six (6) students from school as per administrations recommendations, five for time-served and one for an indefinite period of time, and that these students be expelled from school as defined in Idaho Code 33-205 and that these students be placed under the purview of the Juvenile Correction Act, Idaho Code 20-510 and 20-511. Vice Chairman Matsuoka seconded the motion. Motion passed unanimously.

Vice Chairman Matsuoka moved to adjourn. Trustee McClintock seconded the motion. Motion carried. The time was 8:04 p.m.

ATTEST:

Chairman Bernie Jansen

Clerk Michelle Lucas
The Board of Trustees of Twin Falls School District #411 met in executive session on Monday, June 12, 2017, at 7:47 p.m., at Canyon Ridge High School Boardroom #301 located at 300 North College Road, Twin Falls, Twin Falls County, Idaho. Chairman Bernie Jansen conducted the meeting. Trustees Bryan Matsuoka, Mary Barron, Paul McClintock and Liyah Babayan along with Director of Educational Technology, and Operations, Brady Dickinson, Clerk Michelle Lucas, and Director of Secondary Programs L.T. Erickson were in attendance.

With no further business at hand, Vice Chairman Matsuoka moved that the Board retire into executive session after a five-minute break pursuant to Idaho Code 74-206(1) subsection (b), (c), and (d); (b) to consider student discipline; and to consider personnel issues; (c) to discuss labor negotiations; (d) to consider records that are exempt from disclosure as provided in Chapter 1, title 74, Idaho Code. a. Attorney client communication & b. Personnel file records. Trustee Babayan seconded the motion. Chairman Jansen asked the Clerk Michelle Lucas to poll the board. Roll call vote was as follows:

Chairman Bernie Jansen - Yes
Vice Chairman Bryan Matsuoka - Yes
Trustee Mary Barron – Yes
Trustee Liyah Babayan - Yes

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

Vice Chairman Matsuoka moved to return to open session. Trustee Barron seconded the motion. Motion passed unanimously. The time was 9:08 p.m.

Vice Chairman Matsuoka moved to approve administrations recommendation to terminate classified employees A and B; one non-reissuance of employment for classified employee C; two certified non-renewal of category 2 contracts for employee’s D and E; and one removal of probationary status for employee F. Trustee Barron seconded the motion. Motion passed unanimously.

Vice Chairman Matsuoka moved to expel seven (7) students from school as per administrations recommendations, for an indefinite period of time, and that these students be expelled from school as defined in Idaho Code 33-205 and that these students be placed under the purview of the Juvenile Correction Act, Idaho Code 20-510 and 20-511. Trustee Babayan seconded the motion. Motion passed unanimously.

Vice Chairman Matsuoka moved to adjourn. Trustee Barron seconded the motion. Motion carried. The time was 9:09 p.m.
Chairman Bernie Jansen

Clerk Michelle Lucas
Call to Order - The Board of Trustees of School District No. 411, Twin Falls County, State of Idaho, met in a special board meeting at the District Office Boardroom located at 201 Main Ave. West, Twin Falls, Idaho, at the hour of 7:30 a.m., on Thursday, June 29, 2017. The following trustees were present: Chairman Bernie Jansen, Trustee Mary Barron, Paul McClintock, and Liyah Babayan (via telephone). There were also present Superintendent Wiley Dobbs, Director of Educational Technology, and Operations, Brady Dickinson; Clerk, Michelle Lucas; Director of Secondary Programs, L.T. Erickson; and Director of Human Resources, Shannon Swafford as well as interested patrons, and employees. Vice Chairman Matsuoka was unable to attend.

II. Procedural Matters Action Items

1. Approval of Agenda: Trustee McClintock moved to approve the agenda as submitted. Trustee Barron seconded the motion. The motion passed unanimously.

III. After reviewing the administrator contract for Ace Marcellus as Principal of O'Leary Middle School, Trustee McClintock moved to approve the administrators’ contract as proposed. Trustee Barron seconded the motion. Motion passed unanimously.

IV. Executive Session

With no further business at hand, Trustee McClintock moved that the Board retire into executive session pursuant to Idaho Code 74-206(1) subsection (b); to consider a personnel issue. Trustee Barron 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 Paul McClintock – Yes

Motion carried. The Board convened into executive session at 7:45 a.m.

Trustee McClintock moved to return to open session. Trustee Barron seconded the motion. Motion passed unanimously. The time was 7:36 a.m.

Trustee McClintock moved to approve the superintendent’s proposed notice of non-renewal of employee “A” for the reasons set forth in administration’s recommendation, to be signed by the board. Trustee Barron seconded the motion. Motion passed unanimously.
Trustee McClintock moved to adjourn. Trustee Barron seconded the motion. Motion carried. The time was 7:36 a.m.


ATTEST:

Chairman Bernie Jansen

Clerk Michelle Lucas
The Board of Trustees of Twin Falls School District #411 met in executive session on Thursday, June 29, 2017, at 7:45 a.m., at the District Office Boardroom located at 201 Main Ave., West, Twin Falls, Idaho. Chairman Bernie Jansen conducted the meeting. Trustees Mary Barron, Paul McClintock and Liyah Babayan (via telephone) along with Superintendent Wiley Dobbs, Director of Educational Technology, and Operations, Brady Dickinson, Clerk Michelle Lucas, and Director of Secondary Programs L.T. Erickson were in attendance. Vice Chairman M was unable to attend.

With no further business at hand, Trustee McClintock moved that the Board retire into executive session pursuant to Idaho Code 74-206(1) subsection (b); to consider a personnel issue. Trustee Barron 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 Paul McClintock – Yes
Motion carried. The Board convened into executive session at 7:45 a.m.

Trustee McClintock moved to return to open session. Trustee Barron seconded the motion. Motion passed unanimously. The time was 7:36 a.m.

Trustee McClintock moved to approve the superintendent’s proposed notice of non-renewal of employee “A” for the reasons set forth in administration’s recommendation, to be signed by the board. Trustee Barron seconded the motion. Motion passed unanimously.

Trustee McClintock moved to adjourn. Trustee Barron seconded the motion. Motion carried. The time was 7:36 a.m.

Chairman Bernie Jansen

ATTEST:

Clerk Michelle Lucas
Contracts/Private Service Providers (PSP)/Consultants

EXECUTIVE SUMMARY

Submitted for Board Information MO/DD/YYYY

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<td>MyOn, LLC</td>
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<td>7/1/17 - 6/30/18</td>
<td>Harmony Educational Services</td>
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<td>7/1/17 - 6/30/18</td>
<td>City of Twin Falls (SRO Officers)</td>
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<td>2017/18 school yr.</td>
<td>David Standley, Psychologist</td>
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Piper Jaffray & Co. Unknown

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.”
# Service Agreement

**Twin Falls School District**

**Service Agreement**

**Jim Ohlensehlen**
201 Main Avenue West
Twin Falls ID 83301

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## Billing Information

Twin Falls School District  
Jim Ohlensehlen  
201 Main Avenue West  
Twin Falls ID 83301

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### Service Details:

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**Account Executive:** Melissa McCarthy

**Contract Start Date:** 07/01/2017  
**Contract End Date:** 06/30/2018  
**Term:** 12 Mth - Annually  
**Bill Date:** 07/01/2017

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**Set-Up Fee**  
**Total:** $13,812.30

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**Customer Signature:**  
Brady D. Dickinson  
**Date:** 5/22/17

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**Customer: By signing above and initialing each page, I agree to listed Prices, Terms and Services.**

**Customer will be invoiced within 14 days of Bill Date shown.**

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**Alert Solutions, Inc.**  
**Date**
Who are we, and how do we work together?
Service Provider is a division of Alert Solutions, a Delaware corporation, and is in the business of operating a web-based interface system by which customers can broadcast, transmit, or otherwise distribute documents and information via electronic mail, facsimile, voice and other means. In this contract all of these means are referred to as "broadcasting," "transmitting", or "distributing." Service Provider is authorized to enter into this contract on behalf of Alert Solutions.

Customer is establishing or has established a business relationship with Service Provider whereby Service Provider will permit the Customer to utilize its messaging facilities subject to the terms of this Messaging Content and Transmission Contract (the "Contract"). Only the President of the Service Provider is authorized to amend or waive any of the provisions of this Contract, and such waiver must be in writing signed by the Service Provider's President, in each instance. If Customer breaches any of its obligations under this Contract or the Messaging Content and Transmission Contract, the Service Provider may, at its option, terminate the Customer's access to Service Provider's website facilities. Failure to take such action in one or more instances shall not constitute a waiver of such right as to any subsequent breach by the Customer.

What are the Service Provider's Responsibilities?
Service Provider agrees to protect the privacy and confidentiality of all mailing lists consisting of names, addresses, e-mail addresses, phone or fax numbers, together with the content furnished by Customer, from any unauthorized personnel, both within and outside Service Provider's organization, by utilizing the same method(s) used to protect Service Provider's own highly confidential data. Service Provider agrees that the Customer's lists are to be used only for the messaging selected by the Customer, and Service Provider will upon Customer's written request in each instance delete from its systems the Customer's lists and content at the conclusion of the transmission(s) contemplated within this Contract.

Service Provider may offer as an option available to Customer, Service Provider's toll-free "Do not contact" telephone number/e-mail address for Customer to include in its content. Customer is responsible for accessing this "Do not contact" list, and deleting these parties from the Customer's list.

It is agreed that all names and addresses, e-mail addresses, phone and fax numbers, and other information caused to be provided to the Service Provider by the Customer or by a list provider selected by the Customer, shall remain the sole property of Customer, or the Customer's list provider. Service Provider shall not copy or enter into any computer database, the names and addresses, e-mail addresses, phone and fax numbers in the lists in a manner that will cause the ownership identity of the Customer's lists or content to be destroyed. Our privacy standards meet or exceed all applicable federal and state regulations regarding the management, security, and maintenance of school related data (COPPA, FERPA). No personal information about our clients is ever shared with any third party without the Customer's specific written permission. Service Provider shall not rent, resell, or in any other way release the Customer list information or content.

Service Provider does not guarantee that the transmissions will result in any anticipated result. Service Provider does not guarantee that the data provided by the Customer will operate error-free with Service Provider's messaging programs. In no event shall Service Provider's liability for any damages, regardless of the form of action, exceed the monies paid by Customer to Service Provider. Under no circumstances shall Service Provider be liable for incidental, consequential, special, or exemplary damages of any kind or for lost profits.

No employee of the Service Provider is authorized to express any opinion as to whether any content or any messaging is in compliance with any applicable law. If any such opinion is expressed, the Customer agrees that Customer will not rely upon such opinion.

What are the Customer's Responsibilities?
Customer is responsible for all messaging using Service Provider's web based interface and client-based interface and agrees to be responsible to insure that documents uploaded and their transmission to the intended recipients, are reviewed for compliance with applicable laws, before sending messaging. Customer also warrants that neither the content nor the transmission of that content provided by the Customer violates any state of federal copyright law.

Customer may from time to time load (or request assistance of loading) its content and its lists of names, addresses, telephone numbers, fax numbers, or e-mail addresses ("lists") onto the Service Provider's facilities and cause such content to be transmitted or distributed via Service Provider's messaging facilities. Whether such lists or content are created by the Customer or procured by the Customer from third parties, such lists and contents shall be deemed to have been provided by the Customer. Customer represents and warrants to Service Provider that Customer is familiar with the applicable laws governing messaging and Customer will cause its content and the transmission of its content to comply with the requirements of the Telecommunication Consumer Protection Act, the Junk Fax Prevention Act, and the Controlling the Assault of Non-Solicited Pornography and Marketing Act, the Can Spam Act of 2003 and email lists must be Confirmed Opt In, as from time to time amended and applicable, and any other present or future applicable governmental law or regulation, whether federal, state, or local that may govern the Customer's content or its transmission to a recipient through the Service Provider.

Customer shall indemnify and hold harmless Service Provider, its affiliates, successor organizations, directors, officers, shareholders, partners and employees from and against any and all liabilities from any claims against any or all of them whether or not foreseeable, directly or indirectly resulting from the actions or omissions of Customer or parties acting on behalf of Customer, or arising out of Customer's or its agents breach of any of its representations, warranties, responsibilities, or contracts contained in this Contract. Customer shall, at its own expense, defend Service Provider against any claim alleging the Service Provider's liability for indemnified matters provided that a) Service Provider promptly notifies Customer of any claim; b) Customer is entitled to settle or defend any action against Service Provider to which this indemnity relates; and c) Service Provider reasonably cooperates with Customer to facilitate such defense. Notwithstanding the foregoing, Customer may not settle any claim or consent to any judgment without first obtaining the written consent of Service Provider, such consent not to be unreasonably withheld, and Service Provider may participate in its own defense at its own expense. This Paragraph shall survive the termination of this contract.

This Contract shall be interpreted, construed, and governed according to the laws of the State of Rhode Island, and any and all actions brought hereunder shall be heard and determined solely in the courts of Providence County in said State of Rhode Island. In addition, any dispute, controversy or claim arising out of or in connection with this contract and any subsequent amendments, including its valid conclusion, binding effect, interpretation, performance, breach or termination, and tort claims shall be brought only in the courts of the State of Rhode Island. The prevailing party in any dispute of costs and reasonable attorneys' fees incurred in enforcing same. Each party hereto hereby waives its right to trial by jury as to any dispute hereunder. This Agreement may be assigned by either party without notice in the event of a merger or sale of substantially all of the assigning company's assets or stock. The Customer may cancel this contract if the Customer provides written notification to the Service Provider that an issue exists and the Service Provider is unable to rectify the issue within 30-days of initial written notification. In the event that the contract is cancelled due to cause, the Customer shall be provided a refund of the unused paid portion of the remaining contract term within 30-days of the date of cancellation. If this contract is terminated by the Service Provider during the term of this contract due to a breach caused by the Customer, the Service Provider will provide the Customer written notice of the termination within 15-days of the breach. This contract will automatically renew upon its anniversary date unless the Customer provides a 60-day written notice of its intent not to renew to the Service Provider.
1. Definitions. The terms used herein shall have the meanings set forth below:

1.1 "Agreement" means any Non-Exclusive End User License Contract or Application Service Provider service agreement between Alert Solutions and Customer.
1.2 "Peak Hours" is defined as any time between 8 AM and 8 PM Eastern Standard Time, Monday through Friday.
1.3 "Non-Peak Hours" is defined as any time between 8 PM and 8 AM Monday through Thursday, 8 PM Friday through 8 AM Monday and all federally recognized holidays.
1.4 "Network Outage" means the inability to reach servers from outside the Alert Solutions network.
1.5 "Software Outage" is defined as the customer's inability to utilize messaging services due to a software issue.
1.6 "Maintenance Outage" is defined as planned downtime of servers due to regularly-scheduled software maintenance.
1.7 "Emergency Outage" is defined as downtime arising from an unforeseen emergency event.

2. Application Availability Commitment. Alert Solutions Service Availability Commitment is defined as follows:

2.1 Uptime from Network Outages: 99.9997% uptime during Peak Hours, 99.9997% uptime during Non-Peak Hours.
2.2 Uptime from Software Outages: 99.9997% During Peak or Non-Peak Hours

3. Maintenance Outage. Customer will receive minimum of twenty-four (24) hours notice prior to outage. Alert Solutions will schedule all planned outages to occur weekdays after 8:00 p.m. EST or before 8:00 a.m. EST or on weekends. Maintenance Outages are not covered under Application Availability Commitment.

4. Emergency Outage. Customer will receive email and/or phone notification of emergency outage with reason for outage and estimated duration. Emergency Outages are not covered under Application Availability Commitment.

5. Service Availability. Service shall be deemed unavailable if the server is not responding to requests issued by Alert Solutions offsite monitoring software. Alert Solutions records and data shall be the basis for all service availability calculations and determinations. Scheduled maintenance shall not be deemed to be service unavailability. Unavailability of Customer's server due to Customer's customizations and Modifications to the Alert Solutions software, acts of the Customer or its agents, or events of force majeure shall not be deemed service unavailability for the purpose of this commitment.

6. Service Availability Commitment Remedy. If Alert Solutions determines in its reasonable commercial judgment that Customer's service was unavailable for amount of time exceeding Application Availability Commitment during a calendar month, Alert Solutions, upon Customer's request, will credit Customer's account for such month the pro-rated charges for the time exceeding the Application Availability Commitment. Credits will not apply to charges for services other than the Monthly Fee for the service for which this Commitment was not met. Customers with multiple services will not receive credits for unaffected services. Customer's account shall not be credited more than once per month under this Service Level Agreement.
Price Proposal / Order Form  
Harrison Elementary School  
May 16, 2017

5050 Lincoln Drive, Suite 200  
Edina, MN 55436  
Phone: (800) 864-3899  Fax: (888) 320-7496  
Email: orders@myON.com

Attention: Melissa Ardito  
Harrison Elementary School  
600 Harrison St  
Twin Falls, Idaho 83301-3904

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Term Start</th>
<th>Term End</th>
<th>Sites /QTY</th>
<th>Price (per building)</th>
<th>Discount</th>
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<td>7/1/2017</td>
<td>7/1/2018</td>
<td>1.00</td>
<td>$6,950.00</td>
<td>$849.99</td>
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</tbody>
</table>

Subtotal: $6,100.02
Sales: 7% - 203910
Total: $6,100.02

Unless otherwise specified in this order form, the renewal date for your license(s) will be:  
» Renewal: the day following expiration of the prior license term.  
» New License: 30 days after receipt and acceptance of the Order Form.  
After we have received your Purchase Order, signed contract, or signed order form, we will confirm the applicable start date.

Any service offering that is not used during the applicable year may not be carried over or used in subsequent years.

The myON invoice will be sent upon receipt of your purchase order, signed contract, or signed order form - no purchase order is required. Payment of entire amount is due 30 days from your invoice date unless otherwise arranged in a myON contract.

Approval of this order form provides June 2017 access to myON at no cost, allows for the 2017-18 payment to be invoiced after July 1, 2017 and due by July 31, 2017.

Quote valid for 30 days.

Melissa Ardito - Principal  
5-17-17
Price Proposal / Order Form
Harrison Elementary School
May 16, 2017

All myON software has minimum and recommended system requirements. By ordering the software, you acknowledge that you have read and understand the system requirements, and that it is your responsibility to fulfill them. myON retains the right to update the requirements document from time to time, and you agree to comply with them as updated. You also confirm that all buildings and/or sites included in this order are in full compliance of the system requirements.

If your order includes Professional Services, they are described in a separate statement of work, which outlines your roles and responsibilities in support of myON Professional Services. Your support is critical to the successful delivery of these services.

Your purchase of licensing rights to software and/or professional services contained in this order is subject to myON license Terms and Conditions, which are attached. This order and any documents it incorporates (including the Standard Terms and documents it references) form the entire agreement between You and myON about your purchase.

No purchase order is required. You acknowledge that this agreement is non-cancellable. Your order will not be scheduled for delivery until You have submitted a signed Contract, signed Order Form, or purchase order referencing and conforming to this order. You acknowledge that any terms and conditions in any other documents You provide are superseded by the Terms and Conditions of this agreement.

myON, LLC has presented this order form to You as an offer to contract under the Terms and Conditions of this agreement, including the standard terms, statement of work, and license agreement. Submitting a check, signed order form, signed contract, or Purchase Order for this proposal to myON, LLC will constitute your acceptance to contract on these Terms and Conditions; this offer will expire thirty (30) days after the date of order form, unless we withdraw or extend the offer in writing.

Quote valid for 30 days.
Statement of Work

This statement of work is executed in accordance with the myON, LLC order form agreement, and is effective as of the date of the signed Purchase Order.

<table>
<thead>
<tr>
<th>myON, LLC (&quot;We&quot;, &quot;Us&quot;, &quot;Our&quot;)</th>
<th>Harrison Elementary School (&quot;You&quot;, &quot;Your&quot;)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5050 Lincoln Drive, Suite 200</td>
<td>600 Harrison St</td>
</tr>
<tr>
<td>Edina, MN 55436</td>
<td>Twin Falls, Idaho 83301-3999</td>
</tr>
<tr>
<td>Customer Experience Coordinator</td>
<td>Melissa Ardito</td>
</tr>
<tr>
<td>888-728-1266</td>
<td>208-733-4229</td>
</tr>
<tr>
<td><a href="mailto:orders@myON.com">orders@myON.com</a></td>
<td><a href="mailto:arditome@tfsd.org">arditome@tfsd.org</a></td>
</tr>
</tbody>
</table>

1. **Overview and Purpose.** The purpose of this Statement of Work is to define and communicate the goals, scope of services, work plan, milestones, and roles and responsibilities of each party as they relate to the Professional Services to be provided by Us to You. We have entered into this Statement of Work with a mutual desire to enable Your successful implementation and use of the myON, LLC solutions. Completion of this Statement of Work is the first step to achieving these goals and is critical to maximizing the benefit of Our Professional Services.

2. **Description of Work.** myON, LLC will provide the following professional services as indicated on the myON, LLC order form. The Professional Services You have purchased from us to be implemented under this Statement of Work are as follows:
   - Implementation services including technical support and student data load assistance.
   - Login credentials to an online portal of additional educator resources.

3. **Program Goals.** We are providing You the Professional Services identified under Description of Work in order to assist You in the implementation of the myON, LLC solution.

4. **Roles and Responsibilities.** We commit to cooperating with You reasonably and in good faith in the performance of the Professional Services and You agree to do the same. If You do not, delays may result or You may not achieve the full benefits of our services. Other important roles and responsibilities are as follows: We agree to provide:
   - Certain myON, LLC personnel and agents, which may include a customer experience coordinator, a myON, LLC certified trainer, or a Customer support specialist(s).
   - The above personnel will, with Your assistance and dedication, strive to enhance Your experience using myON, LLC product.
   - Certain Training materials to support the training regimen will be provided.

   You agree to provide:
   - Administrative lead empowered to make program and policy decisions associated with the implementation of the proposed myON, LLC solution.
   - Technical lead who can ensure access to the appropriate technology resources required to implement the solution; including technical resources required for successful training of Customer staff.
   - Instructional staff, including Site Administrators, who will implement and monitor the solution with the targeted student population.
   - Training facilities, suitably equipped to access the myON, LLC software in accordance with the System Requirements.
   - Access to office workspace, telephone, computer with Internet access, and other facilities as may be requested by the myON, LLC staff in the performance of the Professional Services.
   - Coordination of customer personnel for onsite, online, and telephonic meetings.
   - Other resources as reasonably required by the myON, LLC staff for satisfactory and timely performance of the Professional Services.
   - Sufficient access to hardware and equipment necessary to provide adequate time-on-task for those learners selected to participate in the program.
   - Adequate time for staff professional development to ensure the competence of Your staff in operating and implementing the solution.
   - Coaching and follow up opportunities for Your staff to enhance implementation of the solution.

5. **Work Plan and Schedule.** Unless otherwise agreed to by You and Us in writing, Professional Services will be scheduled within 30 days of our receipt of the signed Purchase Order. We will work with You to identify dates for conducting the Professional Services outlined in this Statement of Work. Subsequent scheduling changes requested by You may result in additional fees. If You need to change previously agreed-upon dates, You agree to provide Us no less than five (5) business days advance notice of a cancellation of an onsite Professional Services session or three (3) business days advance notice of a
cancellation of a virtual Professional Services session. If You do not provide such notice, and we have not been able to re-assign myON, LLC staff assigned to You, or we incur additional expense or efforts, You may be responsible for additional charges.

6. **Review and Acceptance.** Upon completion of each Professional Services session, myON, LLC will send an e-mail requesting your acknowledgement and acceptance of the Professional Services delivered. After 10 business days, unless there is a negative response your acceptance of the Professional Services session will be considered final.

7. **Confidentiality.** You agree to keep the information, materials, logins, passwords, data, documentation or similar (the “Information”) that we provide you in connection with the services hereunder confidential and take all reasonable steps to ensure that the Information is only disclosed to Your teacher or Your students as appropriate and is not disclosed to or made accessible to third parties. Upon notice of termination or expiration, send back all materials, passwords, software and anything else You receive in connection with Your license and ensure that neither Your teacher, students nor anyone else that You supplied access to Our products attempts to access Our product.
License Agreement

The terms and conditions contained in this document (the "Standard Terms") apply to any sales by myON, LLC (sometimes referred to in this document as "We", "Us", and "Our") of license rights to software products and associated professional services. These Standard Terms are an integral part of an agreement (the "Agreement") between Us and the Customer (referred to as "You" and "Your") identified on a myON Order Form (an "Order Form"). The Agreement consists of (in order of precedence) an Order Form, these Standard Terms, and any documents incorporated by reference into either the Order Form or Standard Terms (including those incorporated by hyperlink reference (https://www.myon.com/terms.html, and https://www.myon.com/privacy.html). You acknowledge that the Order Form and the Standard Terms will supersede and replace any conflicting provisions in Your purchase order or other purchasing documents. The Agreement will be effective as of the Order Date specified on the Order Form and will be binding when the Order Form has been signed by Your authorized representative. These Standard Terms may only be superseded by other terms and conditions You and we have specifically documented in a signed order form.

1.0 myON SOFTWARE.

The following terms and conditions will apply to the Software listed on the Order Form. During the Subscription Term, We grant You: A limited license to have Your Users access and use the Subscription Software and associated Documentation solely for Your internal educational purposes.

1.1 Maintenance and Access.

During the Subscription Period, We will maintain the Subscription Software on Our data center servers and will use commercially reasonable efforts to make the Subscription Software available (subject to routine maintenance windows) to You and Your Users via the Internet 24 hours a day, 7 days a week. All access rights for You and Your Users will be via the worldwide web using a browser and Internet connection compliant with the System Requirements (described in section 1.5).

1.2 Outage Periods.

The term "Outage Period" applies to Subscription Software and means a period of more than 48 consecutive hours in which Your Users are prevented from accessing the Subscription Software due to factors within Our control. Outage Periods exclude (a) planned downtime (for which We will give at least 8 hours notice by publishing maintenance windows on the login pages; or (b) any unavailability caused by an event of Force Majeure. In the unlikely event an Outage Period occurs, upon Your written request we will issue you a credit for the pro-rated share (based on the number of days of any Outage Period in the applicable month) of fees you have paid for the month during which the Outage Period occurs. Your request for this credit must be made within 30 days after the end of the Outage Period. You will not be entitled to this credit for any period during which You are in breach of this Agreement. Your sole and exclusive remedy for an Outage Period will be the credit described in this subsection.

1.3 General License Terms.

All of the above license grants are specifically subject to the following general terms and conditions:

1.3.1 All license grants to access and use myON Software and Documentation are non-exclusive, non-transferable and non-assignable.

1.3.2 All licenses granted are under intellectual property rights in the myON Software and Documentation, including copyrights and trade secrets, which We either own or have licensed from third parties. We and our licensors own and retain all rights, title and interest in and to the Software and all ideas, concepts, methodologies, formats, specifications, and other know-how furnished by Us or our licensors in connection with this Agreement, as well as all related patents, copyrights, trademarks, trade secrets and other intellectual property rights.

1.3.3 All access and use of Software under this Agreement will be subject to Our Privacy Policy, which is expressly made a part of this Agreement.

1.3.4 Licenses granted under this Agreement will be automatically revoked if this Agreement is terminated. We reserve the right to revoke any license granted under this Agreement if You fail to promptly cure a material breach of this Agreement after We have provided You with notice of the breach.

1.4 Restrictions.

You and Your Users will use the myON Software and Documentation solely for the purposes stated in the applicable license grants and will not: (i) modify, copy or create derivative works based on the myON Software or Documentation; (ii) frame or mirror any content forming part of the myON Software or Documentation, other than for your own internal educational or training purposes; (iii) reverse engineer, decompile or disassemble the myON Software; (iv) access or allow others to access the MyON Software or Documentation in order to build, market or offer a competitive product or service, or copy any ideas, features, functions or graphics of the myON Software; (v) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the myON Software available to any third party, other than to Users or as otherwise contemplated by this Agreement; (vi) send spam or otherwise unsolicited messages in violation of applicable laws; (vii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (viii) intentionally send or store any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (ix) interfere with or disrupt the integrity or performance of the myON Software or the data contained therein; or (x) attempt to gain unauthorized access to the myON Software or its related systems or networks.

1.5 System Requirements.

You acknowledge receipt of Our System Requirements document which details the necessary hardware, system configuration, network infrastructure, and bandwidth requirements to successfully operate and use the myON Software. The System Requirements are subject to periodic change without notice. You also acknowledge that You are responsible for the cost, operation and availability of, and compliance of Your Users with, all elements of the System Requirements.
License Agreement

1.6 Responsibility for User Activity.
You are responsible for all activities that occur in User accounts and for compliance by Your Users with these Standard Terms. You will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) provide user information to myON if bulk importing is required. myON will limit the distribution of Your User accounts to employees and contractors associated with Your account; (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the myON Software, and notify Us promptly of any such unauthorized access or use; and (iv) in connection with this Agreement, comply (and ensure compliance by Your Users) with all applicable local, state and federal laws, rules and regulations, including but not limited to the Children's Online Privacy Protection Act ("COPPA") and the Family Educational Rights and Privacy Act ("FERPA").

1.7 Intellectual Property
1.7.1 Reservation of Rights. The myON Software We are providing is licensed to You, not sold. Subject to the limited rights expressly granted to You and Your Users under these Standard Terms, We reserve all rights, title and interest in and to the myON Software and Documentation, including all related intellectual property rights (except for those owned by our third party vendors, which are reserved to them). No rights are granted to You or Your Users hereunder other than as expressly specified in these Standard Terms.
1.7.2 Rights to Customer Data. Customer Data is deemed Your Confidential Information under this Agreement. You hereby grant Us a nonexclusive license to use, modify, communicate and distribute the Customer Data solely for the purpose of performing Our obligations to You as specified by the Agreement.
1.7.3 Suggestions. We will have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, modify, communicate and distribute the Customer Data solely for the purpose of performing Our obligations to You as specified by the Agreement.

1.8 Limited Warranty for Software Products.
Subject to the terms of section 3.4, We warrant that the Subscription Software will perform in substantial accordance with the applicable Documentation during the Subscription Term. This warranty is contingent on the authorized use of the Software in accordance with the applicable Documentation. If We breach this express warranty, We will at our option and expense: (a) as soon as commercially practical, consistent with industry practice, modify the affected myON Software to conform in all material respects with the applicable Documentation; or (b) provide a replacement for the affected myON Software which conforms in all material respects with that Documentation, or (c) accept the return of the affected myON Software and refund You the portion of Your purchase price attributable to the returned product. This will be Our sole obligation, and Your sole remedy, with respect to any breach of this warranty. EXCEPT FOR THE EXPRESS WARRANTY PROVIDED IN THIS SECTION, THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY ADDITIONAL WARRANTIES OF ANY KIND. WE DO NOT WARRANT THAT THE LICENSED PROGRAM WILL PERFORM UNINTERRUPTED OR BE ERROR-FREE OR THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR PARTICULAR REQUIREMENTS OR PURPOSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

2.0 PROFESSIONAL SERVICES.
Professional Services listed on the Order Form will be provided subject to the following terms and conditions:
2.1 Statement of Work.
If this Agreement includes Professional Services, the Order Form will include a Statement of Work ("SOW") in our standard form and a description of the Professional Services. The SOW will define and communicate the goals, scope of services, work plan, and roles and responsibilities of each party as they relate to the delivery of Our Professional Services. The SOW will be governed by the terms of this Agreement.
2.2 Mutual Cooperation.
We mutually agree to cooperate with each other in a professional and courteous manner in the performance of our respective duties in the delivery of Professional Services. We may suspend delivery immediately upon written notice if Your employees or agents fail to act accordingly.
2.3 Changes to SOW and Schedule.
Any changes to the scope of work under a SOW will be made by a written amendment to the SOW signed by You and Us prior to implementation of the changes. Changes to the scope of work under a SOW may result in additional fees to You. Any changes You make to previously agreed upon dates for onsite delivery of Professional Services may likewise result in additional charges to You.
2.4 Acceptance of Services and Warranty.

2.4.1 Acceptance. Upon completion of each Professional Services session, We will provide You with an e-mail requesting Your acknowledgement and acceptance of the Professional Services delivered. If You reasonably determine that the Professional Services have not met the objectives and expectations outlined in the SOW, You must provide Us written notice specifying any deficiencies in detail within 10 business days after our request. We will use reasonable commercial efforts to cure any such deficiencies promptly and then resubmit the sign-off form for Your signature. If You do not provide notice of any deficiencies to Us within the 10 day period, Your acceptance of the Professional Services will be considered final. If the objectives and expectations stated in the SOW are subsequently determined by the parties to be inappropriate or to require modification due to changed circumstances, incorrect assumptions or other reasons at the time of actual delivery, You and We will cooperate in good faith to appropriately modify such requirements.

2.4.2 Warranty. We warrant that the Professional Services We provide will be performed in a worker-like manner, in accordance with generally accepted industry standards. For any material breach of this service warranty reported
License Agreement

within 30 days after acceptance (under the preceding subsection). We will provide additional Professional Services at Our expense in an effort to promptly cure the breach.

2.4.3 Failure to Cure. If You give us notice of a material deficiency under subsection 3.4.1 or of a material breach under subsection 3.4.2, and we are unable to cure the deficiency or breach within 60 days after Your notice, You may terminate the directly affected portions of serviced covered by the applicable SOW and obtain a refund of amounts You have paid for the terminated services.

2.4.4 Sole remedies. The remedies specified in this section 3.4 are Your only remedies for Our breach of service warranties or failure to meet the acceptance criteria.

2.5 Compliance with Workplace Rules.
We will have the person or persons We assign to perform the Professional Services comply with those of Your workplace rules You have provided to them in advance.

2.6 Subcontractors.
We may, in our reasonable discretion, use third party subcontractors to perform any of Our obligations regarding delivery of the Professional Services.

2.7 Expiration of Unscheduled Professional Services.
We will use all reasonable efforts to schedule and deliver the Professional Services in accordance with Your schedule and requirements. However, unless we agree otherwise, we retain the right to terminate our obligations to deliver any Professional Services that have not been delivered within 12 months of the Order Date. In this case, We will provide You with 30 days notice of our intent to terminate and You will have 30 days after receipt of Our notice to schedule the Professional Services and avoid expiration.

3.0 Student Data Privacy

3.1 Access to Confidential Data.
myON's employees, agents and subcontractors (as well as licensed third parties who are held to the same standard as myON) may have access to confidential data maintained by the District to the extent necessary to carry out myON's responsibilities under the Contract. myON shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the District. Confidential information shall not include information which (i) is in the public domain prior to or after the time of disclosure, other than as a result of any improper inaction or action of myON hereunder, or thereafter comes into the public domain without breach of any confidentiality obligation; (ii) is known by myON prior to disclosure, as shown by written records existing prior to such disclosure; (iii) is disclosed to myON by an independent third party not in violation of any obligations of confidentiality to the District; or (iv) is independently developed by myON as demonstrated by myON's contemporaneous business records and without reference to or reliance on any confidential information received hereunder.

3.2 No Dissemination of Confidential Data.
No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the District, either during the period of the Contract or thereafter. Any data supplied to myON shall be considered the property of the District unless otherwise stated in writing. myON must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the District. Data pertaining to the District in these systems will be shared with the District as needed for financial and use reporting.

3.3 Adherence to Data Privacy Laws.
myON complies with all applicable local, state, and federal laws, rules and regulations. In addition, myON secures all confidential data to the best of our ability, and adhere to security best practices and industry standards. As an example of these best practices, each student and teacher account in myON uses a login with password. This information is SALT encrypted and building specific.

3.4 Data Destruction.
myON destroys personally identifiable information 2 months after the school license period expires. Upon license expiration, school data can be retrieved by the system administrator upon request.

3.5 Subpoena.
In the event that a subpoena or other legal process is served upon myON for records containing confidential information, myON shall promptly notify the District and cooperate with the District in any lawful effort to protect the confidential information.

3.6 Survives Termination.
myON's confidentiality obligation under the Contract shall survive termination of the Contract.

3.7 Marketing.
No students will ever be contacted regarding any service or opt-in marketing information. Supplying adults' email addresses (school administrators and faculty) is entirely optional. Supplying an email guarantees that you will be notified of changes to the system, changes to the license agreement, privacy policy, or terms of use, and other myON professional development opportunities.

4.0 GENERAL TERMS

4.1 Fees and Payment

4.1.1 Fees. You agree to pay all amounts due to Us as shown on the Order Form ("Total Fees"). Except in the case of Outages (as stated in section 1.2), all such amounts are non-cancellable and non-refundable. Amounts due for Software are based on access to Software and are not dependent on actual usage, nor are they contingent upon delivery of any future functionality or features.
License Agreement

4.2 Indemnities. The term "Force Majeure" means circumstances beyond the reasonable control of a party (such as acts of God, government restrictions, wars, insurrections, labor strife, or failure of suppliers, subcontractors, or carriers) which delay or prevent the party from fulfilling performance obligations under the terms of this Agreement. The party affected by the event of Force Majeure will promptly notify the other of the circumstances and the expected impact on its performance. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event the Force Majeure persists for more than 90 days, the other party may terminate the affected portions of this Agreement.

4.4 Disclaimers, Limitations and Exclusions. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 1.8 AND 3.4 OF THIS AGREEMENT, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
License Agreement

4.4.2 Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS OR INDEMNIFICATION OBLIGATIONS ARISING OUT OF PERSONAL INJURIES OR PROPERTY DAMAGE CLAIMS, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY AND DUE FROM YOU FOR A PERPETUAL LICENSE OR, FOR SUBSCRIPTION SOFTWARE, DURING THE SUBSCRIPTION TERM, BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

4.4.3 Exclusion of Consequential and Related Damages. EXCEPT FOR INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PRECEDING SENTENCE WILL NOT APPLY TO INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS HEREUNDER, PROVIDED ANY SUCH DAMAGES WILL BE LIMITED TO $100,000.

4.5 U.S. Governmental Users.
myON Software and Documentation are "Commercial Items," as defined at 48 C.F.R. §2.101, and are licensed subject to Restricted Rights applicable to Commercial Items and only with those rights expressly granted under this Agreement. The U.S. Government will not be entitled to technical information that is not customarily provided to the public or to use, modify, reproduce, release, perform, display, or disclose the Software or Documentation except as allowed under this Agreement.

4.6 Term and Termination

4.6.1 Term of this Agreement. This Agreement will begin on the Order Date and will, unless earlier terminated in accordance with this section, continue in effect until:
(a) with respect to Subscription Software, the end of the last Subscription Term covered by this agreement;
(b) with respect to Professional Services, 90 days after acceptance.

4.6.2 Termination for Cause. A party may terminate this Agreement for cause: (i) 30 days after written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party ceases to conduct business in the ordinary course, files a petition for liquidation bankruptcy, fails to have an involuntary petition for bankruptcy dismissed or converted to a non-liquidation bankruptcy within 60 days after filing, or makes an assignment of essentially all assets for the benefit of creditors.

4.6.3 Outstanding Fees. Termination will not relieve You of the obligation to pay any fees payable to Us prior to the effective date of termination.

4.7 Surviving Provisions.
The following provisions will survive any termination or expiration of this Agreement: 1.4, 1.7, 1.8, 3.6, 4.2.2, 4.2.3, 4.2.4 and 4.4.

4.8 Assignment.
Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, We may assign this Agreement in its entirety without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

4.9 Counterparts.
This Agreement may be executed by e-mail or facsimile and in counterparts, which taken together will form one legal instrument.

4.10 Entire Agreement.
This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. To the extent of any conflict or inconsistency between the provisions in these Standard Terms and an Order Form, the terms of the Order Form will prevail.

4.11 Governing Law.
If You are a publicly funded, non-profit educational institution, this Agreement will be governed by the internal laws of the State in which You are situated, without regard to its conflicts of laws rules. In all other cases, this Agreement will be governed by the internal laws of the State of Minnesota, without regard to its conflicts of laws rules.

4.12 Third Parties.
There are no third-party beneficiaries to this Agreement.

4.13 Notices.
All notices under this Agreement will be in writing and will be deemed given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the second business day after sending by confirmed email. Notices to Us will be addressed to the attention of Director of MyON Finance. Notices to You will be addressed to the attention of the person signing the Order Form for You.

4.14 Relationship of the Parties.
The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
License Agreement

4.15 Severability.
If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be subject to modification by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

4.16 Waiver and Cumulative Remedies.
No failure or delay by either party to exercise a right under this Agreement will be a waiver of that right. Other than as expressly stated in this Agreement, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
EDUCATIONAL SERVICES AGREEMENT

This EDUCATIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between Twin Falls School District, an Idaho non-profit corporation ("School"), and HARMONY EDUCATIONAL SERVICES, LLC, a Utah limited liability company ("Harmony"), as of the date signed by the Parties below. This Agreement shall replace and supersede all prior agreements, oral or written, as of the effective date hereof.

1. Definitions.
   a. Applicable Law. Applicable Law is defined herein as the State constitution, the State education laws and/or code, the Elementary and Secondary Education Act, the Individuals with Disabilities in Education Act, other applicable federal, state or local statutes, ordinances and regulations, any amendments to or recodification of the aforementioned laws, and executive orders, case law and other rulings applicable to the State public schools.
   b. Fiscal or Academic Year. July 1 through June 30.
   c. Program. The group of services for students taking independent learning courses and/or services to be provided by Harmony as identified in this Agreement.
   d. State. The state in which School's program is located and for which laws apply to the operation of School's program.

2. Description of Program Services and Responsible Party

<table>
<thead>
<tr>
<th>Service Item and Description</th>
<th>Responsible Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Student Recruitment. Recruit independent learning students to the School who will use Harmony curriculum</td>
<td>Harmony</td>
</tr>
<tr>
<td>b. Registration. Collect and maintain all student registration information and required documentation; provide a copy of each student's complete registration packet to school</td>
<td>School</td>
</tr>
<tr>
<td>c. Student Information System. Enter and maintain student data in school's student information system</td>
<td>Harmony</td>
</tr>
<tr>
<td>d. Curriculum. Provide core and elective curricula for independent learning students including independent study and virtual (online) coursework</td>
<td>School</td>
</tr>
<tr>
<td>Provide optional courses that a student may attend in-person at a School or Harmony learning center</td>
<td>Harmony</td>
</tr>
<tr>
<td>e. Mentoring. Monitor student progress; Coordinate assignment of course percentages; Track student attendance (activity) and membership</td>
<td>School</td>
</tr>
<tr>
<td>f. Teacher of Record. Review and approve student educational plans, progress reports, and assign final grades</td>
<td>School</td>
</tr>
</tbody>
</table>
3. **Student Recruitment**
   a. Harmony shall recruit students in grades K-8 to the distance learning education program of the School.
   
b. New students may be enrolled in the Program until October 15th.

4. **Term, Renewal and Effective Date.**
   a. Effective Date. This Agreement shall commence July 1, 2017, for the 2017-2018 school year.
   
b. Term and Renewal. This Agreement shall be for a term of one (1) academic year, July 1, 2017 to June 30, 2018 and shall automatically renew for additional terms of one year each, if not otherwise terminated by either party by written notification of intent to terminate given to the other party no later than March 1 of the final year of any term hereof.

5. **Fees, Invoicing and Payment.** For the services provided, School shall pay Harmony at the rates and times set forth hereafter for each student in the Program.
   a. The rates per student in the Program for the 2017-2018 academic year shall be as follows:

<table>
<thead>
<tr>
<th>Service Item and Description</th>
<th>Grade K</th>
<th>Grades 1-6</th>
<th>Grades 7-8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student recruitment and registration</td>
<td>$300</td>
<td>$300</td>
<td>$300</td>
</tr>
<tr>
<td>Curriculum:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full-time program</td>
<td>$1590</td>
<td>$2,390</td>
<td>n/a</td>
</tr>
</tbody>
</table>

Twin Falls School District Services Agreement 2
Per semester course  
$n/a$  
$n/a$  
$225$  

Student mentoring and other services: 

<table>
<thead>
<tr>
<th>Full-time program</th>
<th>$400$</th>
<th>$750$</th>
<th>$750$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per semester course</td>
<td>$n/a$</td>
<td>$n/a$</td>
<td>$n/a$</td>
</tr>
</tbody>
</table>

b. Invoicing. 

i. For each successive academic year, the rates listed above shall be increased 1.5% over the rates in effect for the immediately preceding year.

ii. Fees are earned as of the first day of each month for which a student is enrolled in the Program. Billing for students who enroll or withdraw during a billing month shall be added or deleted as of the first day of the following month.

c. Invoicing. Harmony will submit to School an invoice each month for the students and credits registered for as of the first day of each month from September through May. For the first full month of enrollment, the rates above shall be multiplied by 20%, and for each month or portion of a month of enrollment thereafter, the rates above shall be multiplied by 10%.

d. Payment Date and Interest. Payment for invoices is due on the last day of the month in which invoiced. School agrees to pay interest at one percent (1%) per month (12% annually) on amounts more than 10 days overdue. In the event any action is undertaken to collect amounts due hereunder, School agrees to pay, in addition to fees and interest, all costs of such collection action.

e. Location of Payment. All payments made hereunder will be made to Harmony or its designated Affiliate at the address set forth herein or such other address provided by Harmony in writing.

6. **Harmony Responsibilities.** In addition to and in performance of the services to be provided by Harmony in Section 2 hereof, Harmony shall bear the following responsibilities:

a. Expenses. Harmony is solely responsible for the expenses of its services and responsibilities in the Program as identified in Section 2 hereof.

b. Employment of Personnel. Harmony will employ or engage teachers, staff and other professionals, as needed, for the Program and will be responsible for all costs associated therewith. Harmony will be responsible for and have sole discretion regarding employment matters relating to its employees and contractors.

c. General. Services will be provided to the extent deemed necessary and appropriate by Harmony in its professional judgment and discretion to satisfy the requirements of Applicable Law, policies of the State Board of Education and School's policies.

d. Confidentiality of Records. Harmony will maintain the confidentiality of personnel, student and other records in accordance with the requirements of Applicable Law.

e. Licensure or Other State Requirements. Except as otherwise provided in this Agreement, all personnel performing educational services for Harmony on behalf of students registered at School must comply with all applicable licensure or other requirements of the State and any regulations promulgated thereunder applicable to persons who perform such services.

7. **School Responsibilities.** In addition to and in performance of the services to be provided by School in Section 2 hereof, School shall bear the following responsibilities:

a. Expenses. School is solely responsible for the expenses of its services and responsibilities
hereunder.

b. General Oversight. School is responsible for monitoring Harmony's performance under, and compliance with, the terms of this Agreement and for overseeing Harmony's implementation of procedures consistent with applicable School policies.

c. Provision of Authority to Harmony. School has provided and will provide Harmony with all authority, power and access necessary and proper for Harmony to undertake its responsibilities, duties, and obligations required by this Agreement.

d. Compliance with Applicable Law. School will perform its obligations hereunder in a manner consistent with the requirements of Applicable Law, policies of the State Board of Education, and the School's policies.

8. Conflict of Terms. In the event of a conflict, ambiguity, or inconsistency between the provisions in this Agreement, including any Addendum and any Exhibit hereto, the provisions in this Agreement shall prevail, except to the extent that this Agreement expressly states that the Parties may provide a different provision in an exhibit, in which case, as to such exhibit only, the corresponding different provision shall prevail.

9. Relationship of the Parties. Harmony is not a division or any part of the School. The School is a body corporate authorized under State law and is not a division or any part of Harmony. The relationship between the parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement. Harmony will operate as an independent contractor to the School and will be responsible for delivering the services required by this Agreement. Nothing herein will be construed to create a partnership or joint venture by or between the School and Harmony. Neither party will be the agent of the other except to the extent otherwise specifically provided by this Agreement. Neither party will represent to third parties any ability to bind the other to any duty imposed by contract, other than this Agreement or as otherwise agreed in writing.

10. Proprietary Data. Except for items that are readily available to educational entities or in the public domain, all of the materials, methods, lists, curricula, names, processes, technologies, trademarks, trade names and other items, tangible or intangible, registered or unregistered, used by Harmony in delivery of the Program services are the property of Harmony or used by Harmony under authority of the legal owner thereof and shall be considered confidential or proprietary information ("Proprietary Information"). Neither the School, nor its owners, directors, employees, agents or affiliates shall have any right or authority to use the Proprietary Information for its own purpose by virtue of this Agreement, both during or after the termination or expiration of this Agreement.

11. Termination.

a. Events of Termination.

i. Termination for Breach. Either party may terminate this Agreement at any time for cause with ninety (90) days' prior written notice to the other party. Termination for cause may be used if a party breaches any material term or fails to fulfill any material condition, term, provision, representation, warranty, covenant or obligation contained in this Agreement and fails to cure the same within ninety (90) days after receiving written notification from the terminating party. Upon termination of this Agreement pursuant to this Section 11, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity.

ii. Termination Upon Loss of Authority. This Agreement will terminate immediately upon the termination of the School's operating authority.

Twin Falls School District Services Agreement 4
iii. Termination in the Event of Certain Changes in Policies of the State Board of Education or the School. Harmony may terminate this Agreement effective immediately upon written notice to School in the event that the State Board of Education or School adopts or amends a policy, in each case without the prior written consent of Harmony, the effect of which could reasonably be determined to require Harmony to materially increase the level of services required hereunder or which materially increases the financial risk to Harmony arising from its performance hereunder.

iv. Change in Applicable Law. If any change in Applicable Law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of either party to carry out its obligations hereunder, such party, upon written notice to the other party (which notice may be given at any time following enactment of such change in Applicable Law, whether or not such change is effective on the date of such enactment or is effective at a later date), may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within one hundred twenty (120) days after such notice of renegotiation, then the Parties agree to enter into the process for resolving disputes identified in Section 17 of this Agreement.

b. Effect of Termination or Expiration.

i. Except as otherwise agreed by the parties in writing, termination shall not relieve either party of any obligation for payments due to the other party as of the date of termination or other obligations that continue upon termination as provided in this Agreement.

ii. In the event this Agreement is terminated for a breach by Harmony pursuant to Section 11(a)(i) prior to the end of a given Fiscal Year, the parties shall calculate the Fee as of the end of such Fiscal Year as if this Agreement had not been terminated. The parties shall then prorate those amounts to the date of termination of this Agreement, and School shall pay Harmony the prorated amount within 30 days of the effective date of termination.

iii. In the event this Agreement is terminated by School for any reason other than a breach by Harmony pursuant to Section 11(a)(i) or a change in applicable law pursuant to Section 11(a)(iv) prior to the end of its Term, School shall pay to Harmony an amount equal to the lesser of the remaining fees that would otherwise be due hereunder through the Term hereof at the then current rates in effect and at the most recent measured enrollment level (October 1 or February 1 or three months’ fees at the then current rates and enrollment level in effect. Such amount shall be due and payable within 60 days of the effective date of termination. Late payments shall be subject to interest charges as identified in Section 5(c) above.

iv. Within thirty days of termination hereof, each party shall return all materials, manuals, lists, files, documents, and equipment provided by and/or belonging to the other party.

12. Limitation on Liability. Except in connection with its indemnity obligations, neither party shall be liable for any indirect, consequential, exemplary, incidental, special, or punitive damages including without limitation lost savings, lost funding, lost revenues, lost sales, lost profits, lost opportunity costs, business interruptions, delay damages, damages for third party claims, lost or destroyed data, or any other economic loss, of any type or nature for events or circumstances beyond the party’s control, even if the party has been advised of the possibility of such damages or loss.

13. Assignment. Except as otherwise provided in this Agreement, neither party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party. Except as prohibited by Applicable Law, Harmony may assign all of its rights and obligations under
this Agreement to any person or entity that controls Harmony, is controlled by Harmony, or is under common control with Harmony or to any successor in interest that acquires all or substantially all of the assets of Harmony (individually and collectively "Affiliate"). Harmony, upon notice to School, may delegate the performance of its duties hereunder to any person or entity but shall remain responsible for the performance, in accordance with the terms of this Agreement, of any services performed by its delegates, except notice shall not be required when Harmony delegates its obligation to provide materials or curricula to third parties in the normal course of business.

14. **Indemnity.** The party charged with indemnifying and/or defending under this Section 14 (the "Indemnifying Party") shall conduct the defense in any such third party action arising as described herein and the party claiming the benefits of this Section 14 (the "Indemnified Party") promises to cooperate with such defense, provided the Indemnifying Party reasonably consults with the Indemnified Party on any settlement (subject to the consent requirement in the last sentence of this paragraph). Notwithstanding the foregoing, the Indemnified Party may, at its own expense, assist in such defense if it so chooses, provided that the Indemnifying Party shall be entitled to control such defense and all negotiations relative to the settlement of any such claim. Any settlement that would admit any liability on the part of the Indemnified Party shall require such Indemnified Party's prior written consent.

a. Indemnification of School. Harmony agrees to indemnify, defend, and save and hold School and its employees, officers, directors, trustees, subcontractors, and agents, their respective successors and permitted assigns, harmless against any and all claims, demands, suits, or other forms of liability including without limitation costs and reasonable attorneys' fees (each a "Claim") that may arise out of, or by reason of, any (a) breach of any representation or warranty, covenant or agreement made or to be performed by Harmony pursuant to this Agreement, (b) noncompliance by Harmony with any Applicable Law in connection with School's operations, but excluding any Claims that arise from conduct undertaken in accordance with the School's instructions, procedures or written policies or in accordance with the written policies of the State Board of Education, except where such instructions arise from and are in accordance with specific advice or explicit recommendations provided by Harmony, and (c) act or omission of Harmony or any of its employees, officers, directors, trustees, subcontractors or agents in connection with its performances, limitations and obligations hereunder that results in injury, death, or loss to person or property except to the extent any Claim arises out of actions or omissions of School.

b. Indemnification of Harmony. School agrees to indemnify, defend, and save and hold Harmony and each Affiliate of Harmony and all of their respective employees, officers, directors, trustees, subcontractors, and agents, their respective successors and permitted assigns, harmless against any and all Claims that may arise out of, or by reason of, any (a) breach of any representation or warranty, covenant or agreement made or to be performed by School pursuant to this Agreement, (b) noncompliance by School with any Applicable Law in connection with School's operations, and (c) act or omission of School or any of its employees, officers, directors, trustees, subcontractors or agents in connection with School's operations that results in injury, death, or loss to person or property except to the extent any Claim arises out of actions or omissions of Harmony.

c. Insurance. Each party shall carry appropriate insurance, including general liability, with minimum coverages and limits as required from time to time for governmental/quasi-governmental entities (currently $1,000,000 per occurrence/$3,000,000 aggregate) and workers' compensation coverage in amounts no less than required by law.

15. **Representations and Warranties.**

a. Representations and Warranties of Harmony. Harmony hereby represents and warrants to School:

i. Organization and Good Standing. Harmony is a limited liability company duly organized,
validly existing, and in good standing under the laws of the State of Utah.

ii. Authorized to Conduct Business. Harmony is and at all times shall be registered and authorized to do business in the State.

iii. Compliance of Educational Products and Services with Applicable Law. The educational products and services provided by Harmony in fulfillment of its responsibilities under this Agreement comply with, and shall at all times during the term of this Agreement, comply with Applicable Law, including the standards for curriculum as issued by the State Board of Education.

iv. Power and Authority; Authorization; Binding and Enforceable Agreement. Harmony has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by Harmony and constitutes the valid and legally binding obligation of Harmony, enforceable against Harmony in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.

b. Representations and Warranties of School. School hereby represents and warrants to Harmony:

i. Organization and Good Standing. School is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State in which it operates.

ii. Power and Authority; Authorization; Binding and Enforceable Agreement. School has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by School and constitutes the valid and legally binding obligation of School, enforceable against School in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.

iii. Authority Under Applicable Law. School has the authority under Applicable Law (i) to contract with a corporate entity to perform the Services, (ii) to execute, deliver, and perform this Agreement and (iii) to incur the obligations provided for under this Agreement.

iv. Compliance of Educational Program with Applicable Law. School's educational program complies with, and School will ensure that it will continue to comply with the policies and requirements of the State Board of Education and Applicable Law.

c. Mutual Warranties. Each party warrants to the other that, to its knowledge, there are no current, pending or threatened actions, claims, suits, or proceedings which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

16. Coordination; Exercise of Approval or Consent Rights.

a. Coordination and Consultation. The parties will coordinate the performance of their respective services and responsibilities hereunder and will establish such procedures as they shall mutually agree to be effective for achieving the purposes of this Agreement and allowing each of them to perform its obligations and exercise its rights under this Agreement.

b. Approval or Consent Rights. In performing services and its other obligations under this...
Agreement, or in exercising its rights under this Agreement, including granting or withholding any consent or approval or making any requests of the other party, each party must act reasonably (including as to the timing of its actions) except to the extent that this Agreement provides that it may act as it determines "in its sole judgment" or "in its sole discretion," or words to that effect, in the applicable provision. Whenever it is provided in this Agreement that the parties will or may agree as to a certain matter, each party will have the right to agree or disagree in its sole discretion following good faith discussions.

17. **Force Majeure.** Notwithstanding any other sections of this Agreement, no party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike, internet outage or other act beyond its reasonable control and unrelated to its fault or negligence.

18. **Governing Law.** The laws of the State of Idaho without regard to its conflict of laws provisions will govern this Agreement, its construction, and the determination of any rights, duties, and remedies of the parties arising out of or relating to this Agreement.

19. **Entire Agreement.** This Agreement, including any Addendum and Exhibit hereto (all of which constitute part of this Agreement), constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous oral and written, and all contemporaneous oral negotiations, commitments, agreements and understandings relating hereto.

20. **Counterparts, Facsimile Transmissions.** This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each party may rely on facsimile signature pages as if such facsimile pages were originals.

21. **Notices.** All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by (i) certified or registered mail, postage prepaid, return receipt requested, (ii) reputable overnight carrier, postage prepaid, (iii) facsimile (with confirmation of transmission by sender's facsimile machine), or (iv) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given (i) two days after mailing as described in clauses (i) and (ii) of the foregoing sentence, (ii) on the date of personal delivery or (iii) on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the next succeeding business day). Electronic mail does not constitute official notice under this Agreement. The addresses of the parties are:

For Harmony: 259 E. 400 S. For School: 201 Main Ave. W
Springville, UT 84663 Twin Falls, ID 83301

22. **Amendment.** This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the parties.

23. **Waiver.** No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

24. **Interpretation.** The parties acknowledge and agree that the terms and provisions of this Agreement will be construed fairly as to all parties hereto and not in favor of or against a party, regardless of which party was generally responsible for the preparation of this Agreement.

25. **Severability.** The parties intend that each provision hereof constitute a separate agreement between them. Accordingly, the provisions hereof are severable and in the event that any provision of this
Agreement shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof will not be affected, but will, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the parties, amended and limited to the extent necessary to render the same valid and enforceable and reflect the intent of the parties. To the extent that any of the services to be provided are found to be overbroad or an invalid delegation of authority by School, such services will be construed to be limited to the extent necessary to make the services valid and binding.

26. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

27. No Third-Party Rights. This Agreement is made for the sole benefit of Harmony and School and their respective successors and permitted assigns. Except as set forth elsewhere herein and except for each Affiliate of Harmony, which shall be a third party beneficiary of this Agreement, nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement, or any of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

28. Survival of Termination. All representations, warranties, and indemnities made in this Agreement will survive termination of this Agreement.

29. Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

By signing below, the Parties acknowledge that they have read and understood and agree to be bound by all terms and conditions of this Agreement, as well as other applicable agreements or policies which are incorporated herein by reference. The signers hereof represent that each is a duly authorized officer, partner or principal with full authority to enter into this Agreement.

Signed this ___ day of ________, 2017.

HARMONY EDUCATIONAL SERVICES, LLC:

Authorized signature

By: ____________________________
(Printed name)

Title

TWIN FALLS SCHOOL DISTRICT

Authorized signature

By: ____________________________
(Printed name)

Title

Twin Falls School District Services Agreement 9
SERVICE PROVIDER AGREEMENT
BETWEEN THE TWIN FALLS SCHOOL DISTRICT NO. 411
AND THE TWIN FALLS POLICE DEPARTMENT

THIS AGREEMENT is made and entered into as of the date set forth below, by and between the TWIN FALLS SCHOOL DISTRICT NO. 411 (hereinafter “School District”) and the TWIN FALLS POLICE DEPARTMENT (hereinafter “Police Department”).

WHEREAS, it is mutually beneficial to the parties for the Police Department to assign Police Officers as School Resource Officers (hereinafter “SROs”) to schools within the School District; and

WHEREAS, the Police Department recognizes and supports the need for safe schools and a safe academic learning environment for community youth; and

WHEREAS, the parties shall work in partnership to enhance a safe learning environment; and

WHEREAS, the parties to this Agreement mutually agree that all obligations stated or implied in this Agreement shall be interpreted in light of, and consistent with, governing state and federal laws.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties to this Agreement agree as follows:

1. **Rights and Responsibilities of the Twin Falls Police Department**: The Chief of Police shall select and appoint qualified, sworn Police Officers to staff up to six (6) School Resource Officer (SRO) positions and one (1) Supervisor at the rank of Sergeant within the School District. The duties of the Police Department are as follows:

   1.1. Provide law enforcement and police services, through the designation of SROs, to identified schools, school grounds, areas adjacent to the schools, and school-sponsored events. SROs shall not be expected to perform the roles of private security officers.

   1.2. Investigate allegations of criminal incidents which may have occurred on school grounds, areas adjacent to the schools, and school-sponsored events per Police Department policies and procedures.

   1.3. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities, other governmental agencies, or community agencies and resources when necessary and appropriate to assist students and staff.

   1.4. Work to prevent juvenile delinquency through close contact and positive relationships with students.
1.5. Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce Board of Education policies and procedures.

1.6. Ensure school administrators' safety by being present during school searches initiated by school staff, which may involve weapons, controlled dangerous substances, or in certain cases where a student's emotional state may present a risk to the administrators.

1.7. Assist school administrators in emergency crisis planning and building security matters. Provide a course of training for school personnel in handling crisis situations which may arise at the school.

1.8. Maintain high visibility within the school communities and attend and participate in various school functions. Build working relationships with school staff, as well as with student and parent groups.

1.9. Develop and implement classes in law-related education to support the educational efforts of the faculty.

1.10. Work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary. Assist in conflict resolution efforts.

1.11. Initiate interaction with students in the classroom and general areas of the school building. Promote the profession of Police Officer and be a positive role model. Increase the visibility and accessibility of Police to the school community.

1.12. Take all necessary law enforcement activity, as required, against intruders, loiterers, students, or any individual(s) disrupting the educational process, or whose presence is detrimental to the morals, health, safety, academic learning, or discipline of students at school or any school-related function, to the extent allowed by law. As soon as possible, the SRO shall inform the building principal or designee of such action(s).

1.13. The assigned SRO shall not act as a school disciplinarian. However, if the building principal or designee believes a particular incident violates the law, the principal or designee shall contact the appropriate SRO and that Officer shall determine whether law enforcement action is appropriate.

1.14. The Chief of Police, or designee, shall directly supervise the individual(s) assigned as SROs and will perform scheduled and/or non-scheduled visits to the school. A Police Supervisor shall be responsible for training, directing, and evaluating the SROs.

1.15. The Chief of Police, or designee, shall approve SRO reports, provide leadership, and supply assistance to the SROs in carrying out the terms of this Agreement.
2. **Rights and Responsibilities of Twin Falls School District No. 411:** The School District shall provide the necessary support for the SRO Program. The duties of the School District are as follows:

2.1. Provide a private office to be used by the assigned SRO(s) for general business purposes, furnished with a desk, chair, work table, locking file cabinet, and office supplies, as needed; a telephone and access to a two-way radio, as needed; and a computer, as needed.

2.2. Provide the SRO with a secure location for files and records.

2.3. Provide access to office equipment, including, but limited to, copiers, fax machines, etc., as needed.

2.4. Provide payment for the SRO services identified in the Agreement upon receipt of a billing from the City of Twin Falls, not to exceed $210,731.00.

2.5. Provide payment for Twin Falls Police Department Officers who work extra duty assignments as requested by the Twin Falls School District at the rate of $55.00 per hour.

3. For the purposes of this Agreement, the Police Department and its employees are designated by the School District as its law enforcement unit. The Police Department and its employees are officially authorized by the School District to enforce laws and maintain school safety.

4. The assigned personnel of the Police Department, pursuant to this Agreement, are designated as school officials with legitimate educational interests and are authorized to access education records of students attending the School District as necessary to fulfill the terms of this Agreement.

5. The Agreement shall become effective on July 1, 2017, and remain in effect until June 30, 2018. Any changes shall be mutually agreed upon and shall be in writing. This Agreement may be terminated by either party by providing sixty (60) days’ advance notice in writing to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 5th day of July 2017.

Twin Falls School District No. 411
“School District”

City of Twin Falls
“Police Department”

BRADY DICKINSON, Superintendent

TRAVIS ROTHWEILER, City Manager
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<th>Bi-Weekly Total for 5 SRO's</th>
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<td>287.57</td>
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Total with Benefits: 3,317.70 3,486.62 3,677.39 3,101.38 3,493.62 3,865.15 20,741.86 Annual Cost: $533,137.02

M. Triner  D. Weigt  P. Stephenson  S. Gassert  S. Rodriguez  M. Waite

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**Current Actual Salaries**

Based on current salaries of Matt Triner, David Weigt, Preston Stephenson, S. Gassert, S. Rodriguez, M. Waite

**3 months:** $394,852.72

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**Anticipated FYE 2017**

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<td>2,535.38 14,899.91</td>
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Total with Benefits: 3,465.58 3,702.35 3,899.18 3,243.40 3,709.35 3,866.90 21,907.16 Annual Cost: $561,948.83

M. Triner  D. Weigt  P. Stephenson  S. Gassert  S. Rodriguez  M. Waite

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**Current Actual Salaries**

Based on current salaries of Matt Triner, David Weigt, Preston Stephenson, S. Gassert, S. Rodriguez, M. Waite

**3 months:** $199,926

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**Assumptions:**

- **Pay Adjustment:** 10%
- **Insurance Adj.:** 20%

**Anticipated for FYE 2018**

**1/2 of 9 month total:** $210,731

**Anticipated for FYE 2018 Budget:** $3,964,820
Service Provider Agreement

THIS AGREEMENT, entered into on this 8th day of August 2016, between David Standley, School Psychologist, (hereinafter known as "Provider") and Twin Falls School District, Twin Falls, Idaho (hereinafter known as "District") for the calendar school year 2017-2018;

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

ARTICLE 1. TERMS OF AGREEMENT
The period of this agreement will commence on the 29th of August, 2017 and remain in effect until the 17th day of May, 2018.

ARTICLE 2. RELATIONSHIP OF PARTIES
In performing services under Agreement, Provider is and shall at all times remain an independent contractor of the District. Nothing herein is to be construed as establishing an employer-employee relationship.

ARTICLE 3. CONFIDENTIALITY OF PARTIES
Provider agrees that all information regarding services provided pursuant to this Agreement, including, but not limited to, the student's identity and the nature of services rendered, shall be confidential. Provider is prohibited from disclosing any information obtained as a result of rendering services pursuant to this agreement to any individual not authorized by the District without parental consent.

ARTICLE 4. REPORTING OF ABUSE, ABANDONMENT OR NEGLECT
Provider acknowledges its obligation to comply with Idaho Code 16-1601, et seq. and report within 24 hours, any suspected abuse, abandonment, or neglect of a child to the Building Administrator. The building administrator will assist with further reporting.

ARTICLE 5. PROVIDER LICENCE
For the duration of the contract, the provider will maintain in effect and have in possession, all applicable licenses required by state and federal laws for School Psychologists. Provider will supply support services with a current copy of said license each
ARTICLE 6. INSURANCE AND LIABILITY
Provider shall be solely liable for any loses or damages resulting from Provider's performance of any of the services covered by this agreement. Provider shall indemnify and hold harmless the District from any liability including, but not limited to, costs, expenses, and attorney's fees resulting from Provider's performance of the services provided under this agreement. Providers Worker's Compensation Policy and Proof of liability insurance shall be submitted to the district within one month of the date of this agreement. Provider will provide the district with a copy of $1,000,000,000, liability insurance naming Twin Falls School District as insured.

ARTICLE 7. AMENDMENT/TERMINATION
This Agreement may be amended at any time with the prior written mutual consent of both parties. Any and all amendments to this Agreement shall be in writing. Additionally, either party may terminate this Agreement within 30 days written notice.

ARTICLE 8. NON-DISCRIMINATION
The parties hereby agree that no person shall on the grounds of race, color, creed, national origin, sex, age, or disability, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this Agreement.

ARTICLE 9. SCOPE AND SEQUENCE OF SERVICES
Provider agrees to provide services to Twin Falls School District students who qualify for services via an evaluation team process. Provider will provide school psychologist services including testing as determined necessary by the evaluation team. If the provider will be unavailable for a day, provider agrees to contact the schools and support services. Provider will complete all assessments and reports in a timely fashion. District will provide testing supplies, protocols, and a space to complete paperwork. Provider will attend IEP meetings at the request of the District. A detailed service statement will be delivered to support services before the 6th of each month for services rendered. If the statement arrives after the 6th payment will be paid the following month.

ARTICLE 10. DISTRICT OBLIGATION
Twin Falls School District will provide notice to the provider of meetings and evaluations. The district will provide Topic Training and professional development training which provider may attend at his/her own cost. A computer will be available to use at support services to complete district required student paperwork.
ARTICLE 11. COMPENSATION FOR SERVICES

Provider shall be compensated in the amount of $75.00 per hour based on 8 hours per day for 98 days ($58,800) as outlined below payable after the statements are presented and approved by the Board of Trustees each month. Checks will be released and sent out from the Twin Falls School District office.

August 29-31
September 6-7, 12-14, 19-21, 26-28
October 3-4, 10-12, 17-18, 24-26, 31
November 1-2, 7-9, 14-16, 28-30
December 5-7, 12-14, 19-21
January 9-11, 16-18, 23-25, 30-31
February 1, 6-8, 13-15, 21-22, 27-28
March 1, 6-8, 13-15, 20-21
April 3-5, 10-12, 17-19, 24-26
May 1-3, 8-10, 15-17

Date June 5, 2017

David Standley

Date June 5, 2017

Michael Gemar
Director Support Services
Twin Falls School District
301 Main Ave East
Twin Falls, Idaho 83301
March 20, 2017

Wiley Dobbs, Superintendent
School District No. 411 (Twin Falls) Twin Falls County, Idaho
201 Main Ave. W.
Twin Falls, ID 83301

Re: Engagement Letter
General Obligation Bonds authorized by one or more elections held prior to December 31, 2025; and General Obligation Refunding Bonds issued for the purpose of refunding the District’s outstanding Bonds, (collectively or separately, the "Bonds").

Dear Mr. Dobbs:

On behalf of Piper Jaffray & Co. ("us" or “Piper”), we are writing concerning a potential municipal securities transaction as identified above. This letter confirms that you engage Piper Jaffray as an underwriter respecting the Bonds, subject to the conditions and limitations described below.

This engagement is preliminary in nature, non-binding and may be terminated at any time by you or us. Although you intend or reasonably expect to use Piper Jaffray as an underwriter respecting the Bonds, this engagement is subject to any applicable procurement laws and the formal approval of Piper Jaffray as underwriter by your board or governing body, and is also subject to mutual agreement as to the final structure for the Bonds and the terms of a bond purchase or similar agreement. This engagement does not restrict you from using other underwriters respecting the Bonds or any other municipal securities transaction or prevent you from delaying or cancelling the Bond issue or selecting an underwriting syndicate that does not include Piper Jaffray.

As an underwriter, Piper may provide advice concerning the structure, timing, terms, and other similar matters concerning the Bonds. Attached to this letter are regulatory disclosures required by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board to be made by us at this time because of this engagement. We may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures. It is our understanding that you have the authority to bind the issuer by contract with us, and that you are not a party to any conflict of interest relating to the Bonds. If our understanding is incorrect, please notify the undersigned immediately.

We wish to receive your written acknowledgement that you have received the Appendix A disclosures and that this engagement is approved. Accordingly, please send me an email to that affect, or sign and return the enclosed copy of this letter to me at the address set forth below. If you have any questions or concerns about anything in this letter, please make those questions or concerns known immediately to us at the contact information below.
Thank you.

Sincerely,

Eric Heringer
Managing Director
Piper Jaffray & Co.

Acknowledgement of Approval of Engagement and Receipt of Appendix A Disclosures
Wiley Dobbs, Superintendent
School District No. 411 (Twin Falls)

Date: 5.5.17
Appendix A - G-17 Disclosure

We are providing you with certain disclosures relating to the captioned bond issue (the Bonds), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 in accordance with MSRB Notice 2012-25 (May 7, 2012). Under new federal regulations, all underwriters are now required to send the following disclosures to you (as the Issuer of the Bonds) in order to clarify with you the role of an underwriter, and other matters relating to an underwriting of the Bonds.

Piper Jaffray intends to serve as an underwriter respecting the Bonds and not as a financial advisor or municipal advisor to you. As part of our services as an underwriter, Piper Jaffray may provide advice concerning the structure, timing, terms, and other similar matters concerning an issue of municipal securities that Piper Jaffray is underwriting or placing.

If Piper Jaffray is engaged to act as your underwriter in a negotiated underwriting, and by engaging Piper Jaffray as your underwriter, you determined to sell the Bonds by negotiated sale. A negotiated sale is the sale of a new issue of municipal securities by an issuer directly to an underwriter or underwriting syndicate selected by the issuer. A negotiated sale is distinguished from a sale by competitive bid, which requires public bidding by the underwriters. Piper Jaffray did not advise you as to what method of sale (competitive or negotiated sale) you used for this issuance of municipal securities.

Our Role as Underwriter:
In serving as underwriter for the Bonds, these are some important disclosures that clarify our role and responsibilities:

(i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
(ii) The underwriter’s primary role is to purchase securities with a view to distribution in an arm’s-length commercial transaction with the Issuer and it has financial and other interests that differ from those of the Issuer;
(iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests;
(iv) The underwriter has a duty to purchase securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
(v) The underwriter will review the official statement for the Issuer’s securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.1

Our Compensation:
The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of

1 Under federal securities law, an issuer of securities has the primary responsibility for disclosure for investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter’s obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.
the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

**Conflicts of Interest:**
We have entered into a separate agreement with Charles Schwab & Co., Inc. that enables Charles Schwab & Co., Inc. to distribute certain new issue municipal securities underwritten by or allocated to us which could include the Bonds. Under that agreement, we will share with Charles Schwab & Co., a portion of the fee or commission paid to us.

You may elect to retain us to serve as a bidding agent with respect to the investment of the proceeds of the Bonds. We will be separately compensated for serving in that capacity.

**Risk Disclosures:**
In accordance with the requirements of MSRB Rule G-17, attached as Appendix B is a description of the material aspects of a typical fixed rate offering, including the Bonds. This letter may be later supplemented if the material terms of the Bonds change from what is described here.

If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to me. In addition, you should consult with your own financial, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.
Appendix B - Risk Disclosures

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (“Fixed Rate Bonds”), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

Financial Characteristics

**Maturity and Interest.** Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity), one or more term maturities (specified principal amounts are payable on each term maturity date), a combination of serial and term maturities, or bullet maturities, in which all the Bonds mature on a single maturity date. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

**Redemption.** Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

**General Obligation Bonds**

“General obligation bonds” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to state constitutional property tax millage limits (an unlimited tax general obligation bond). The term “limited” tax is used when such limits exist.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.
**Revenue Bonds**

"Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

**General Fund Obligations**

"General Fund Obligations" are debt securities that are payable from an issuer’s general fund and are not secured by a specific tax levy like a general obligation bond or a specific revenue pledge like a revenue bond. General fund obligations come in many varieties and may be a continuing obligation of the general fund or may be subject to annual appropriation. Often general fund obligations are issued in the form of certificates of participation in a lease obligation of the issuer.

**Financial Risk Considerations**

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following:

**Risk of Default and Fiscal Stress**

You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and may include the exercise of available remedies against you on behalf of the holders of the bonds. Depending on state law, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes or other budgetary adjustments may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, subject to applicable state law and the terms of the authorizing documents, you may be required to take steps to increase the available revenues that are pledged as security for the bonds.

Bonds payable from the general fund, particularly bonds without a defined revenue stream identified to pay debt service, reduce your flexibility to balance the general fund. Because a fixed debt service payment is required to be paid regardless of how your general fund is impacted by revenue losses or by increased expenses, you have less flexibility in the options available to you in assuring a balanced budget for your general fund.

General Fund Obligations that are Project Based. Some general fund obligations are issued for projects which are expected to generate revenues that will pay for some or all of the debt service on the bonds. In the event the project does not generate the anticipated levels of revenues available for debt service, or, in the extreme case, does not create any revenue available for debt service, you may need to make payments from other available general fund revenues. This may force you to reduce other expenditures or to make difficult decisions about how to pay your debt service obligation while meeting other expenditure needs.
General Fund Obligations that are Subject to Annual Appropriation. Some general fund obligations require that debt service is subject to annual appropriation by your governing body. If your governing body decides not to appropriate payments for debt service, your credit ratings may be negatively impacted and you may be forced to pay a higher interest rate on future debt issuance or may be unable to access the market for future debt issuance.

For all bonds, a default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, it may be necessary for you to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

**Redemption Risk**
Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

**Refinancing Risk**
If the financing plan contemplates refinancing some or all of the bonds at maturity (for example, if there are term maturities, bullet maturities or if a shorter final maturity is chosen than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent the refinancing of those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict the ability to refund the bonds to take advantage of lower interest rates.

**Reinvestment Risk**
You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage".

**Tax Compliance Risk**
The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.
<table>
<thead>
<tr>
<th>Name</th>
<th>School</th>
<th>Position Hired For</th>
<th>Years of Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caleb Worley</td>
<td>Harrison Elementary</td>
<td>Physical Education</td>
<td>0</td>
</tr>
<tr>
<td>Erika Willsey</td>
<td>Lincoln Elementary</td>
<td>Counselor</td>
<td>0</td>
</tr>
<tr>
<td>Stacy Green</td>
<td>Morningside Elementary</td>
<td>Physical Education</td>
<td>12</td>
</tr>
<tr>
<td>Sherry Stucki</td>
<td>Perrine Elementary</td>
<td>Music Teacher</td>
<td>25</td>
</tr>
<tr>
<td>Aimee De La Cruz</td>
<td>South Hills Middle School</td>
<td>Special Ed.</td>
<td>0</td>
</tr>
<tr>
<td>Norma Johnson</td>
<td>Canyon Ridge High School</td>
<td>History</td>
<td>32</td>
</tr>
<tr>
<td>Jenny Mark</td>
<td>Canyon Ridge High School</td>
<td>Counselor</td>
<td>0</td>
</tr>
<tr>
<td>Floyd Adams</td>
<td>Canyon Ridge High School</td>
<td>Special Ed. ERC</td>
<td>0</td>
</tr>
<tr>
<td>Corissa Johns</td>
<td>Harrison Elementary</td>
<td>4th Grade Teacher</td>
<td>0</td>
</tr>
<tr>
<td>Ethan Stokes</td>
<td>Morningside Elementary</td>
<td>Counselor</td>
<td>0</td>
</tr>
<tr>
<td>Corissa Johns</td>
<td>Canyon Ridge High School</td>
<td>Language Arts</td>
<td>0</td>
</tr>
<tr>
<td>Laurel Kimbrough</td>
<td>Lincoln Elementary</td>
<td>4th Grade Teacher</td>
<td>12</td>
</tr>
<tr>
<td>Jared Sorenson</td>
<td>O'Leary Middle School</td>
<td>Social Studies</td>
<td>1</td>
</tr>
<tr>
<td>Rachel Jolovich</td>
<td>Harrison Elementary</td>
<td>1st Grade</td>
<td>0</td>
</tr>
<tr>
<td>Samantha Fritz</td>
<td>Lincoln Elementary</td>
<td>3rd Grade</td>
<td>3</td>
</tr>
<tr>
<td>Amelia White</td>
<td>Robert Stuart Middle School</td>
<td>Language Arts</td>
<td>0</td>
</tr>
<tr>
<td>Stephanie Rose</td>
<td>Harrison Elementary</td>
<td>Pre-School Teacher</td>
<td>0</td>
</tr>
</tbody>
</table>
Date: July 5, 2017

To: Dr. Brady D. Dickinson, 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:

- Maggi Fortner, Teacher- Social Studies at Magic Valley High School
- Tasha Chadaz, Teacher- Science at O’Leary Middle School/ South Hills Middle School
- Abbe Frantz, Teacher- Special Education (IRC) at O’Leary Middle School/ South Hills Middle School
- Jessica Osterman, Teacher- 2nd Grade at Lincoln Elementary
- Amanda Daniels, Teacher- English at Twin Falls High School
- Debbie Cook, Teacher- 3rd Grade at Oregon Trail Elementary School
- Lea Stone, Teacher- 1st Grade at Lincoln Elementary School
- Anna Goodson, Teacher- Language Arts at O’Leary Middle School
- Steve Dong, Teacher- 4th Grade at Sawtooth Elementary School
- Lindy Christensen, Teacher- Language Arts (resigning .50 F.T.E. of her contract) at O’Leary Middle School

The Human Resource Department recommends to the Superintendent and the Board of Trustees that we accept these resignations.
Date: July 6, 2017

To: Dr. Brady D. Dickinson, Superintendent of Schools  
Twin Falls School District Board of Trustees

From: Sonia DeLeon, Human Resources Manager

Re: New Classified Employees – 2017-2018

It’s the recommendation of the Human Resources Department to the Superintendent and the Twin Falls School District Board of Trustees that these individuals listed below are approved for hiring for the 2017-2018 school year:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marie Stilo</td>
<td>Cook at O'Leary Middle School</td>
</tr>
<tr>
<td>Jessica Leavitt</td>
<td>Attendance Officer at Twin Falls High School</td>
</tr>
<tr>
<td>Faith MacDonald</td>
<td>Special Education Paraeducator at Pillar Falls Elementary</td>
</tr>
<tr>
<td>Amber Randall</td>
<td>TrayWasher at O’Leary Middle School</td>
</tr>
<tr>
<td>Rita McDonald</td>
<td>Tray Washer at South Hills Middle School</td>
</tr>
<tr>
<td>Kristen Pryde</td>
<td>Paraeducator at Robert Stuart Middle School</td>
</tr>
<tr>
<td>Jody Jones</td>
<td>Library Assistant at Robert Stuart Middle School</td>
</tr>
<tr>
<td>Christina Pierre</td>
<td>Lead CBRS (Behavior Specialist) at Bickei Elementary School</td>
</tr>
<tr>
<td>Mandy Claborn</td>
<td>Secretary at O’Leary Middle School</td>
</tr>
<tr>
<td>Brandy Mendoza</td>
<td>Lead CBRS (Behavior Specialist) at Day Treatment</td>
</tr>
<tr>
<td>Kathleen Diamond</td>
<td>Administrative Assistant at District Office</td>
</tr>
<tr>
<td>Bobbie Guenter</td>
<td>Playground Aide at Harrison Elementary School</td>
</tr>
</tbody>
</table>

The individuals listed below are current employees that have been accepted for a transfer within the district for the 2017-2018 school year.

2017-2018

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dickiesue Cates</td>
<td>Paraeducator (PRC) at Harrison Elementary School</td>
</tr>
<tr>
<td>Cassandra Buffalo</td>
<td>Cook at South Hills Middle School</td>
</tr>
<tr>
<td>Steve Diehl</td>
<td>Head Custodian at Sawtooth Elementary School</td>
</tr>
<tr>
<td>Paul Jenkins</td>
<td>Head Custodian at Oregon Trail Elementary School</td>
</tr>
<tr>
<td>Jessica Isaacs</td>
<td>Gear Up Coordinator at Canyon Ridge High School</td>
</tr>
<tr>
<td>Thomas Thompson</td>
<td>Head Custodian at O’Leary Middle School</td>
</tr>
<tr>
<td>Heather Dietz</td>
<td>Food Service Manager at Magic Valley High School</td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>Laura Egner</td>
<td>Passroom Supervisor at South Hills Middle School</td>
</tr>
<tr>
<td>Kenya Anderson</td>
<td>OnLine Coordinator at Bridge Academy</td>
</tr>
<tr>
<td>Jessica Rivera</td>
<td>Cook at Lincoln Elementary School</td>
</tr>
</tbody>
</table>

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

If you have any questions or concerns, please do not hesitate to contact me.
Date: July 6, 2017

To: Dr. Brady D. Dickinson, 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 2017-2018 school year:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deborah Hartwell</td>
<td>Paraeducator</td>
<td>Twin Falls High School</td>
</tr>
<tr>
<td>Olivia Sweet</td>
<td>Cook</td>
<td>Robert Stuart Middle School</td>
</tr>
<tr>
<td>Charity Hase</td>
<td>Cook</td>
<td>Oregon Trail 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: July 6, 2017

To: Dr. Brady D. Dickinson, 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>Brittany Page</th>
<th>Dance Coach</th>
<th>Robert Stuart Middle School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kristina Ursenbach</td>
<td>Assistant Swim Coach</td>
<td>Canyon Ridge High School</td>
</tr>
<tr>
<td>Christopher Robbins</td>
<td>Assistant Football Coach</td>
<td>Twin Falls High School</td>
</tr>
<tr>
<td>Katie Swallow</td>
<td>Varsity Swim Coach</td>
<td>Canyon Ridge High School</td>
</tr>
<tr>
<td>Steven Standley</td>
<td>Head Golf Coach</td>
<td>Canyon Ridge High School</td>
</tr>
<tr>
<td>Shanell Tanicala</td>
<td>Head Softball Coach</td>
<td>Canyon Ridge High School</td>
</tr>
<tr>
<td>Justin Orban</td>
<td>JV Assistant Basketball (Boys)</td>
<td>Canyon Ridge High School</td>
</tr>
<tr>
<td>Amy Nelson</td>
<td>Drama Stipend</td>
<td>South Hills Middle School</td>
</tr>
<tr>
<td>Beth Lamb</td>
<td>Swim Coach</td>
<td>Twin Falls High School</td>
</tr>
</tbody>
</table>
Date: July 6, 2017

To: Dr. Brady D. Dickinson, Superintendent of Schools
   Twin Falls School District Board of Trustees

From: Sonia DeLeon, Human Resources Manager

Re: Extra-Curricular Resignations

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

- Sean Spagnolo – Wrestling Coach at Robert Stuart Middle School
- Tasha Chadaz – Assistant Varsity Soccer (Girls) at Canyon Ridge High School
- Tasha Chadaz – Assistant Varsity Softball at Twin Falls High School
- Chori Huyser – Assistant Cheer Coach at Twin Falls High School
- Chelsea Hamilton – 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 these resignations.
Date: July 6, 2017

To: Dr. Brady D. Dickinson, Superintendent of Schools
Twin Falls School District Board of Trustees

From: Sonia DeLeon, Human Resources Manager

Re: District/University Agreement

The Human Resources department recommends to the Superintendent and the Twin Falls School District Board of Trustees that the attached agreement between the Twin Falls School District and Boise State University allowing practicum placement of social workers be approved.

If you have any questions or concerns, please do not hesitate to contact me.
# EMPLOYEE OF THE MONTH QUESTIONS

<table>
<thead>
<tr>
<th>Name:</th>
<th>Carol Warner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position:</td>
<td>Administrative Assistant</td>
</tr>
<tr>
<td>Hometown:</td>
<td>Twin Falls</td>
</tr>
<tr>
<td>Inspiration:</td>
<td>Thomas S. Monson</td>
</tr>
<tr>
<td>Pet Peeve:</td>
<td>Filling out questionnaires</td>
</tr>
<tr>
<td>You Have a 10 Minute Speech to give at a High School. What is the Title?</td>
<td>Don't wait until your 50's to pursue your education.</td>
</tr>
<tr>
<td>What Word Describes you Best?</td>
<td>Dedicated</td>
</tr>
<tr>
<td>One Thing People Don’t Know About You:</td>
<td>My twin sister teaches school.</td>
</tr>
<tr>
<td>If you Could be any Character in Fiction, Who Would you be?</td>
<td>Sleeping Beauty because she had a long sleep and woke up to her handsome prince (Jeff)</td>
</tr>
<tr>
<td>Favorite Movie or Book:</td>
<td>Pride and Prejudice (Book and Movie)</td>
</tr>
<tr>
<td>Which Sitcom, Past or Present, is most Reflective of your Life?</td>
<td>Brady Bunch</td>
</tr>
<tr>
<td>How do you want to be Remembered?</td>
<td>Good mother and grandmother</td>
</tr>
<tr>
<td>The Favorite Part of My Day Is:</td>
<td>In the morning before work.</td>
</tr>
</tbody>
</table>

Principal Note:
**EMPLOYEE OF THE MONTH QUESTIONS**

<table>
<thead>
<tr>
<th>Name:</th>
<th>Michelle Lucas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position:</td>
<td>Executive Secretary to the Superintendent/Clerk of the Board</td>
</tr>
<tr>
<td>Hometown:</td>
<td>Priest River, Idaho</td>
</tr>
<tr>
<td>Inspiration:</td>
<td>My Mother</td>
</tr>
<tr>
<td>Pet Peeve:</td>
<td>Rude people</td>
</tr>
<tr>
<td>You Have a 10 Minute Speech to give at a High School. What is the Title?</td>
<td>Don’t let other people’s expectations of you dictate your future</td>
</tr>
<tr>
<td>What Word Describes you Best?</td>
<td>Hard working and loyal</td>
</tr>
<tr>
<td>One Thing People Don’t Know About You:</td>
<td>I almost died at birth from pneumonia (other than that, I’m an open book)</td>
</tr>
<tr>
<td>If you Could be any Character in Fiction, Who Would you be?</td>
<td>Supergirl</td>
</tr>
<tr>
<td>Favorite Movie or Book:</td>
<td>Movie: Overboard</td>
</tr>
<tr>
<td>Which Sitcom, Past or Present, is most Reflective of your Life?</td>
<td>The Ranch (but with a Junk Yard instead of a ranch)</td>
</tr>
<tr>
<td>How do you want to be Remembered?</td>
<td>As an honest and loving friend, mother and grandmother.</td>
</tr>
<tr>
<td>The Favorite Part of My Day Is:</td>
<td>Evenings, when I can work on my projects.</td>
</tr>
</tbody>
</table>

Principal Note:

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________
July 6, 2017

Krissy LaMont, Training Director
Idaho School Boards Association
PO Box 9797
Boise, Idaho 83707-4797

Dear Krissy:

It is my honor on behalf of the Twin Falls School District #411 Board of Trustees to nominate our TFSD #411 Clerk of the Board, Mrs. Michelle Lucas, for the 2017 ISBA Clerk of the Year Award. She recently completed her eleventh year in the position and has earned the utmost respect and total confidence of our TFSD #411 District Office Admin Team and Board of Trustees. She stays current with the new laws and regulations, and takes a proactive approach to her work. Effective collaboration with the superintendent and board chairman and prior planning with regard to all board meetings and other events has always been of high priority to Michelle. In addition, she has helped to develop a very productive district office team that works very well together. Michelle and her DO colleagues have also contributed greatly to a fun and productive working environment. It is truly a pleasure and a source of great pride to work with Michelle Lucas and the high-functioning and quality producing TFSD #411 District Office Team and Board of Trustees.

Michelle has championed a system of distributing school board information to our local media outlets and making them available to the general public online. The school board website is always well maintained, up-to-date, and the community knows when and where they can find information about the board’s actions and upcoming meetings. Mrs. Lucas is prompt and reliable with every work assignment and project scheduled for completion. Each deadline is met with preparation and research to ensure accuracy and alignment with TFSD #411 policies and procedures. Her work in making corrections and updates to the policy manual online as per the board’s recommendations is always prompt, accurate and thorough. Michelle often identifies areas where additional work is needed and digs in without being instructed. It is easy to see that Michelle’s example has created an atmosphere of transparency and engagement in the Twin Falls School District. In an Idaho Education News story published in October of 2015, the TFSD #411 was applauded for being one of 14 Idaho school districts that met or acceded online reporting of expenditures and teacher contract information.

Mrs. Lucas is a dedicated and loyal employee. Even though her position has a high stress level, we can always count on Michelle to be even-tempered and reliable under pressure. Mrs. Lucas is very talented and skilled in her interactions with all stakeholders in the school district and our community. She continues to be one of the most dependable people with whom I have ever worked. She is professional and confidential with her delivery and reception of all information. She has perfected the art of listening, a skill that has allowed her to connect with our patrons, staff, and co-workers and to develop an accurate

Wiley J. Dobbs, Ph.D.
Superintendent of Schools
understanding of each situation. With that understanding, Mrs. Lucas endeavors to provide the assistance necessary to solve problems and meet challenges. She consistently works with people who bring strong emotions into tense situations and calms them while helping to arrive at win-win solutions. Michelle is a model employee and projects professionalism, confidence, confidentiality and pride for others to emulate. Her loyalty to the organization (board, DOAT, staff and students) is admired and appreciated.

Mrs. Lucas is a quick study. She is self-motivated. She has attended workshops tailored to her position (IASBO and the Ed Law Conference, for example), and has incorporated the new information which has enhanced her overall knowledge. An example of this is seen in the policy revisions. Michelle has developed her knowledge base by researching, asking questions, and assembling contacts to establish a system for constructing new information. Most importantly, Mrs. Lucas is a willing learner with a great attitude. In addition, we are proud of Michelle’s ambition to learn about new laws and regulations each year at the Idaho Education Law Conference. She attends the conference with an open mind and a willingness to adopt new practices that keep our community informed of the happenings in our district. Michelle is continually keeping the board and district officials in line based on open meeting and public information law. She is a watchdog for the public when it comes to executive sessions at school board meetings. She frequently reminds the board and district leadership about what is and is not allowed to be discussed during executive sessions.

I have thoroughly enjoyed working with Mrs. Lucas these past eleven years, and the board members and I truly admire her. I am very proud of the team-like approach we have created to effectively complete the work of the school district. She has the highest integrity, is completely capable, is very talented and maintains a wonderful sense of humor and friendly attitude. Mrs. Lucas has mastered the skills necessary to be an effective executive secretary to the superintendent and clerk to the board. I am convinced that she is the best administrative assistant and clerk to the board in the State of Idaho. She is open to new learning and improved ways of accomplishing the tasks that go with both positions and has become a professional role model and colleague for our District Office Team. The TFSD #411 is so fortunate to have her as part of the administrative and board team.

It is with great pride that the Twin Falls School District #411 Board of Trustees and I nominate Mrs. Michelle Lucas for the 2017 Idaho School Boards Association Clerk of the Year Award.

Sincerely,

Dr. Wiley Dobbs, Ph.D.
Superintendent of Schools
This is the third year the Twin Falls School District is honoring some of our most important staff members who often go unnoticed. Guest teachers fill a critical role when regular teachers must leave their classroom due to illness, emergency, or to take part in professional development. These guest teachers step in and help make the education process in our district a seamless one. We would like to honor two of these important people as “Guest Teachers of the Year.”

We received approximately 49 nominations for 31 guest teachers. The votes were tallied and the two recipients of this year’s award received the most nominations.

The first recipient of the 2016-17 Guest Teacher of the Year award is Eugene Voss. Gene was hired as a guest teacher for our district in August of 2015. This past school year, he filled in as a guest teacher for 134 of our absences at 7 of our elementary schools and at Robert Stuart Middle School. He is also more than willing to help out in our Special Education classrooms and in our classified paraeducator positions as well.

One of the staff members who nominated him said, “Mr. Voss quickly became a ‘go to’ guest teacher as it became clear he could build rapport with students while holding them to a high standard. Mr. Voss was frequently a guest teacher in our Extended Resource Classroom. The ERC guest teaching jobs are often avoided because it is a very difficult job. The students have varying levels of severe disabilities. Mr. Voss came to know each of those students by name as he became a part of their daily routine. I have worked with many great guest teachers over the years. Mr. Voss stands out among those as being one of the best. He truly deserves to be recognized as Guest Teacher of the Year.”

The second recipient of the 2016-17 Guest Teacher of the Year award is Jeri Henley. Jeri was hired as a guest teacher for our district in February of 2016. This past school year, she filled in as a guest teacher for 83 of our vacancies and worked at all three high schools and Robert Stuart Middle School.

One of the staff members nominating Jeri said, “Jeri has covered for me multiple times this school year and has done an excellent job each time. I know that when Jeri is covering my class I don’t have to worry. She follows directions that are laid out for her to a tee. I can rest easy when I know Jeri is my guest teacher because I know she will do exactly what is expected of her. And she is willing to go above and beyond.” Another nomination states, “Jeri is always willing to help in any capacity. She is very capable and knowledgeable. Jeri is respected by staff and students and can be counted on to jump in and help where needed.”
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<tr>
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<th>Transactions</th>
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Total Appropriations | $56,383,289.32 | $47,373,005.49 | $6,680,807.83 | $54,053,813.32 | $2,329,476.00 | $49,974,204.90 | $21,086.29 |

Total Resources | $58,672,955.13 | $55,949,264.84 | $1,092,698.55 | $57,041,963.39 | $1,630,991.74 | $51,822,534.65 | $30,752.64 |

Net | $2,289,665.81 | $8,576,259.35 | ($5,588,109.28) | $2,988,150.07 | ($698,484.26) | $1,848,329.75 | $9,666.35 |

Beginning | $3,724,815.61 | $3,724,815.61 | $0.00 | $3,724,815.61 | $0.00 | $2,830,671.91 | $9,568.80 |

Change | ($1,435,149.80) | $4,851,443.74 | ($5,588,109.28) | ($736,665.54) | ($698,484.26) | ($982,342.16) | $97.55 |
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Total Appropriations: $1,141.00   $7,403.48   $15,939.92   $6,811.13   $6,287.70   $21,023.59   $28,168.94   $8,068.46   $14,061.84

Total Resources: $3,833.81   $12,366.70   $24,862.60   $20,575.79   $11,232.27   $23,686.88   $31,833.62   $15,477.63   $27,867.66

Net: $2,692.81   $4,963.22   $8,922.68   $13,764.66   $4,944.57   $2,663.29   $3,664.68   $7,409.17   $13,805.82

Beginning: $1,915.81   $4,128.68   $13,520.60   $7,754.79   $4,281.30   $634.70   $500.00   $500.00   $14,640.65

Change: $777.00   $834.54   ($4,597.92)   $6,009.87   $663.27   $2,028.59   $3,164.68   $6,909.17   ($834.83)
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Total Appropriations                  $13,971.72 | $0.00 | $71,669.26 | $6,321.44 | $382.47 | $62,077.57 | $5,038.11 | $94,665.54 | $0.00 | $0.00 |

Total Resources                      $25,121.79 | $0.00 | $122,349.37 | $10,970.03 | $2,213.35 | $60,227.44 | $13,417.09 | $127,254.53 | $0.00 | $0.00 |

Net                                    $11,150.07 | $0.00 | $50,680.11 | $4,648.59 | $1,830.88 | ($1,850.13) | $8,378.98 | $32,588.99 | $0.00 | $0.00 |

Beginning                               $11,525.67 | $0.00 | $26,498.97 | $3,871.31 | $1,413.35 | $6,950.97 | $13.09 | $0.00 | $0.00 | $0.00 |

Change                                  ($375.60) | $0.00 | $24,181.14 | $777.28 | $417.53 | ($8,801.10) | $8,365.89 | $32,588.99 | $0.00 | $0.00 |
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Total Appropriations

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Net

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TWIN FALLS SCHOOL CHILD NUTRITION PROGRAM  
242 MAIN AVENUE NORTH  
TWIN FALLS, ID 83301  
208-733-0134  

July 6, 2017  

The following vendors are to be awarded canned foods, frozen meats and products, non food items, and equipment. This bid is for August 1, 2017 to January 29, 2018  

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<td>Food Services of America</td>
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<tr>
<td>Gem State Paper &amp; Supply</td>
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<td>U.S. Foods</td>
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<tr>
<td>Northwest Distribution</td>
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<td><strong>Total</strong></td>
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## Twin Falls School Nutrition

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<td>Nicholas (Drop)</td>
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<td>$442,645.40</td>
<td>$372,907.31</td>
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*2017-2018 Total Weekly $569,036.30*

*2016-2017 Total Weekly $556,425.92*

*2015-2016 Total Weekly $618,945.81*

*2014-2015 Total Weekly $602,649.89*
Date: July 6, 2017

To: Dr. Brady D. Dickinson, Superintendent
    Twin Falls School District Board of Trustees

From: Sonia DeLeon, Human Resources Manager

Re: Job Description for Review

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

- Head Warehouseman

Attachments
Twin Falls School District #411

Job Description

**Job Title:** Head Warehouseman

**Department:** Maintenance

**Reports To:** Maintenance Supervisor/School Nutrition Director

**Supervises:** warehouse/deliver personnel

**FLSA Status:** Non-Exempt, 12 month, wage per classified salary schedule, 1 sick day month, 3 personal days annually

**Prepared By:**

**Prepared:**

**Approved By:**

**Approval Date:**

**JOB GOAL** Responsible for district/food service combined receiving warehouse. Includes general receiving procedures and practices. Oversees check in, set up and staging of goods for delivery to district schools. Will ensure safe delivery of frozen and dry goods to each school every working week of the school year and have those goods arrive on time and in good condition.

**QUALIFICATIONS**

**Minimum:**

- High school diploma or equivalent
- Demonstrate aptitude for successful performance of tasks with speed and care, highly organized
- Ability to lift large amounts of weight
- Very dependable work record
- Ability to safely operate a hyster
- Management skills to oversee warehouse/delivery personnel

**ESSENTIAL DUTIES**

includes the following or other duties as assigned by the Superintendent, Board, or designee:

- Must be extremely dependable
- Ability to oversee warehouse and ensure foodservice goods are delivered between 7:00 am and 1:00 pm and district goods in a timely manner on school days every week during the school year and as needed through the summer.
- Oversee general warehousemen to manage delivery schedule
- Work safely with speed, care and organization.
- Observe all mandatory safety regulations for warehouse and school vehicle
- Keep assigned warehouse and vehicle clean
- Notify maintenance supervisor of mechanical failure or lateness
- Report all accidents and complete required reports
- Perform other tasks and assumes other responsibilities as the 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.

- Persons performing service in this position classification will exert 10 to 50 pounds of force frequently to lift, carry, push, pull, or otherwise move objects.
- This type of work will involve walking or standing for extended periods.
- Perceiving the nature of sound, near and far vision, depth perception, providing oral information, the manual dexterity to operate business related equipment, and handle and work with various materials and objects are important job aspects.

**EVALUATION**

Performance of this position will be evaluated in accordance with the Board’s policy on evaluation of classified employees.

**OTHER**

**Condition of Employment**

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

This is an “at will” position in that the employer or employee may terminate employment at any time for any reason consistent with applicable state or federal law. The employment “at will” policy cannot be changed verbally or in writing, unless the change is specifically authorized in writing and approved by the Board of Trustees of District 411.
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
See separate file in online board packet for this agenda item:

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

Employee Handbooks
Second Reading
AGENDA

4:30 P.M. Tour of South Hills Middle

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/Teresa Jone/Bill Brulotte (30 min)

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

6:15 p.m. VIII. Idaho Business for Education (IBE) Schoolhouse Strategy – Brady Dickinson (15 min)

6:30 p.m. IX. ISBA Training Options Discussion – Board (5 min)

6:35 p.m. X. 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

6:35 p.m. XI. Adjournment
Code of Ethics for Twin Falls School Board Members

As a member of my local board of trustees, I will strive to improve student achievement in public education, and to that I will:

- Attend all regularly scheduled board meetings insofar as possible, having read my packet ensuring that I am informed about the issues to be considered at the meetings;
- Recognize that the board must comply with the Open Meeting Law and only has authority to make decisions at official board meetings;
- Make all decisions based on the available facts and my independent judgment, and refuse to surrender that judgment to individuals or special interest groups;
- Understand that the board makes decisions as a team. Individual board members may not commit the board to any action unless so authorized by official board action;
- Recognize that decisions are made by a majority vote and the outcome will be supported by all board members. Recognize that there will be a single point of public communication representing Board action;
- Acknowledge that policy decisions are a primary function of the board and should be made after full discussion at publicly held board meetings, recognizing that authority to administer policy rests with the superintendent;
- Be open, fair and honest - no hidden agendas, and respect the right of other board members to have opinions and ideas which differ from mine;
- Recognize that the superintendent is the board's advisor and should be present at all meetings, except when the board is considering the superintendent's evaluation, contract or salary;
- Understand the chain of command and refer problems or complaints to the proper administrative office while refraining from communications that may create conditions of bias should a district concern ever rise to the attention of the board as a hearings panel;
- Keep abreast of important developments in educational trends, research and practices by individual study and through participation in programs providing such information;
- Respect the right of the public to be informed about district decisions and school operations;
- Understand that I will receive information that is confidential and cannot be shared;
- Give staff the respect and consideration due skilled, professional employees and support the employment of those best qualified to serve as district staff, while insisting on regular and impartial evaluation of all staff;
- Present personal criticism of district operations to the superintendent, not to district staff or to a board meeting;
- Refuse to use my board position for personal or family gain or prestige. I will announce any conflicts of interest before board action is taken; and
- Remember always that my first and greatest concern must be the educational welfare of the students attending the public schools.

Trustee Signature: ___________________________ Date: ________________
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 personnel issues.

Action Items:
(1) Personnel issue action (if needed)