

**TWIN FALLS SCHOOL DISTRICT #411
SCHOOL BOARD MEETING
HELD AT:
CANYON RIDGE HIGH SCHOOL BOARD ROOM
300 NORTH COLLEGE ROAD SUITE #301
TWIN FALLS, IDAHO 83301**

**NOVEMBER 13, 2017
7:00 P.M.
AGENDA**

***OUR MISSION:
TO PROVIDE A QUALITY
EDUCATION NECESSARY FOR
STUDENTS TO BE SUCCESSFUL IN
LIFE.***

- I. Call to Order
- II. Pledge of Allegiance
- III. Procedural Matters
 - A. Action Items:
 - 1. Approval of Agenda (Additions and Deletions)
- IV. Unscheduled Delegations (Audience to Address the Board)
- V. Consent Calendar
 - A. Approval of Minutes from the October 9 and 25, 2017 meetings
 - B. Approval of Board Financial Reports
 - C. Approval of Building Financial Reports
 - D. Approval of Monthly Long Term Suspension Report
 - E. Approval of Contracts for Private Service Providers (PSP)/Consultants and Other
 - F. Approval of New Teacher Contract
 - G. Approval of New Classified Employees
 - H. Approval of Classified Resignations
 - I. Approval of New Extra Curricular Employee
 - J. Approval of Extra-Curricular Resignations
 - K. Approval of Alternative Authorization
 - L. Approval of Extended/Out of District Travel Requests
- VI. Superintendent's Report
 - A/B. Certified Employee of the Month for Support Services & Magic Valley High School
 - C/D. Classified Employee of the Month for Support Services & Magic Valley High School
 - E. CRHS Senior Class Trip Proposal Action
- VII. Instruction
 - A. Information Items: (None)
 - B. Action Items: (None)
- VIII. Budget and Finance
 - A. Information Items:
 - 1. Monthly District Financial Report – Seaman/Bowman
 - 2. Facilities Report – Snow Removal and Supplies - Bowman
 - B. Action Items:
 - 1. Education Trust Decision
- IX. Personnel
 - A. Information Items: (None)
 - B. Action Items: (None)
- X. Board Goals
 - A. Information Items:
 - 1. ISBA Convention Trustee Report
 - 2. January Board Work Session Agenda Discussion
 - B. Action Items: (None)
- XI. Future Agenda Items
 - A. Legislative Tour – November 29, 2017
 - B. TFEA Breakfast Meeting – November 21, 2017 @ 6:45 a.m.
 - C. No Second Meeting in November – Next Meeting December 11, 2017
- XII. Executive Session as per Idaho Code 74-206(1) Subsection (b)
 - (b) To consider student discipline;
 - Action:
 - A. Student discipline action if needed
- XIII. Adjourn

The School District Board Room is accessible to the physically disabled. Interpreters for persons with hearing impairments, and brailled or taped information for persons with visual impairments, can be provided upon 5 days' notice. For arrangements, contact Sonia DeLeon at 733-6900.

WORKING WITH YOUR SCHOOL BOARD

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

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

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

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

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

Thank you for coming. Please come again.

Your Board of Trustees

TWIN FALLS PUBLIC SCHOOLS

School District No. 411

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

October 9, 2017
7:00 p.m.

- I. Call to Order - The Board of Trustees of School District No. 411, Twin Falls County, State of Idaho, met in its regular monthly meeting at Canyon Ridge High School boardroom #301 located at 300 North College Road, Twin Falls, Idaho, at the hour of 7:00 p.m., on Monday, October 9, 2017. The following trustees were present: Chairman Bernie Jansen, Trustees Bryan Matsuoka, Mary Barron, Todd Hubbard, and Paul McClintock. There were also present Superintendent of Schools, Brady D. Dickinson; Associate Superintendent, Bill Brulotte; Board Clerk, Michelle Lucas; as well as district directors, interested patrons, employees, and the media.
- II. Pledge of Allegiance - The Board of Trustees stood and recited the Pledge of Allegiance.
- III. Procedural Matters Action Items
 1. Approval of Agenda (Additions and Deletions) – Chairman Jansen asked if there were any additions or deletions to the agenda. Superintendent Dickinson asked to remove one classified resignation from the consent calendar because Nicole Rogers decided not to resign. Trustee McClintock moved to approve the agenda as amended. Trustee Barron seconded the motion. The motion passed unanimously.
- IV. Unscheduled Delegations (Audience to Address the Board) – Chairman Jansen asked if there was anyone wishing to address the Board. There was no one.
- V. Consent Calendar – Trustee McClintock moved to approve the consent calendar which included: minutes from the September 11, and 27, 2017 board meetings; board financial reports; building financial reports; monthly long term suspension report; contract/private service providers/consultants: Corwin Press, Inc., James Welch, School Psychologist, The Write Tools, Math Learning Center, and The Write Tools; new classified employees: Donna Barron, Kristy Shaw, Dorothy Stockton, Kari Eskelsen, Pamela Hanko, and Heather Mackowski; classified resignations from Bobbie Soule, Rebecca Adamson, Gladys Shoup, and Wava Coates; classified resignations/job abandonment for Tim McCollum; extra-curricular employees: Adam Reynolds and Miguel Garcia; request for alternative authorization [The TFSD Board of Trustees declared a hiring emergency for the following position]: Shauna Payne as 1st grade teacher at Perrine Elementary School, and Floyd Adam as extended resource room teacher at Canyon Ridge High School; student teacher requests for Elisabeth Wellard and Rachelle Straubhaar; early graduation requests for LynnDee Andrus and Gabriela Perez. The motion was seconded by Trustee Hubbard. Motion passed unanimously.
- VI. Superintendent's Report
 - A/B. Superintendent Dickinson announced the certified employee of the month from Bickel Elementary School for the month of October as Cara Joslin, instructional coach, and classified employee of the month as Florence Fiscus, tray-washer at Bickel Elementary School.

Superintendent Dickinson read a brief resume' and presented Ms. Joslin and Ms. Fiscus with a gift, plaque, and a gift certificate to La Casita. Ms. Joslin and Ms. Fiscus thanked the board for the honor.

VII. Instruction A: Information Items None

VII. Instruction B: Action Items: None

VIII. Budget & Finance A: Information Items:

1. Fiscal Affairs Director, Bob Seaman shared the 2016-2017 Annual IFARMS report showing the combined statement of revenues and expenditures with changes from budgeted amounts to actual balances for each fund. This represents the annual financial condition of the district. Numbers on the IFARMS summary sheet will be shared again when the auditor is in attendance at the next board meeting October 27, 2017. Page 107 of the handout is the page that is published in the newspaper and sent to the State Department of Idaho, which is due by October 28, 2017. Mr. Seaman reported that there are a couple concerns in the numbers. Some of the emergency levy funds had to be used to pay for unpaid lunches; Federal government match on Medicaid; and operating overages from opening a new school. Dr. Dickinson added that it generally takes 1-3 years of growth to cover staffing costs at new schools. Last year carryover was increased and this year we have had to reduce carryover.
2. The board reviewed the ISBA resolutions that will be presented at the 2017 Annual ISBA Convention in November for consideration.

VIII. Budget & Finance B: Action Items:

1. Trustee McClintock moved to approve the 2016-2017 Annual IFARMS report. Trustee Barron seconded the motion. Motion passed unanimously.

IX. Personnel A: Information Items: None

IX. Personnel B: Action Items:

1. Trustee McClintock moved to approve administrations and ISBA's recommended policy changes as submitted last month. Trustee Hubbard seconded the motion. Motion passed unanimously.

X. Board Goals A: Information Items: None

X. Board Goals B: Action Items:

1. 2015-2020 Strategic plan/2017-2018 board tasks returned for action. After a brief discussion Vice Chairman Matsuoka moved to approve the 2017-2018 board tasks as amended. Trustee Barron seconded the motion. The 2015-2020 Strategic Plan will be posted on our website. Motion passed unanimously.

XI. Future Agenda Items

1. Twin Falls School District #411 Board of Trustees will meet on Wednesday, October 27, 2017 at 7:00 p.m. at Canyon Ridge High School in room 301. The Twin Falls School Districts' auditor Raymond Ware with Ware and Associates will be on hand to review the annual audit and answer any questions the board may have.

With no further business at hand, Trustee McClintock moved that the Board retire into executive session as per Idaho Code 74-206(1) subsection (b) to consider student discipline and to consider a personnel issue. Vice Chairman Matsuoka seconded the motion. Chairman Jansen asked the Clerk Michelle Lucas to poll the board. Roll call vote was as follows: Chairman Bernie Jansen – Yes; Vice Chairman Bryan Matsuoka – Yes; Trustee Mary Barron – Yes; Trustee Todd Hubbard – Yes; and Trustee Paul McClintock - Yes. Motion carried. The time was 8:07 p.m.

Trustee Barron moved to return to open session. Trustee Hubbard seconded the motion. Motion passed unanimously. The time was 8:14 p.m.

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

Trustee McClintock moved to approve administration's recommendation for administrative leave for employee "A". Trustee Hubbard seconded the motion. Motion passed unanimously.

Vice Chairman Matsuoka moved to adjourn the meeting. Trustee Barron seconded the motion and the motion passed unanimously. Meeting adjourned at 8:14 p.m.

ATTEST:

Chairman Bernie Jansen

Clerk Michelle Lucas

TWIN FALLS PUBLIC SCHOOLS
School District No. 411

201 MAIN AVENUE WEST
 TWIN FALLS, IDAHO 83301

(208) 733-6900
 Executive Session
 October 9, 2017
 8:07 p.m.

The Board of Trustees of Twin Falls School District #411 met in executive session on Monday, October 9, 2017, at 7:00 p.m., at Canyon Ridge High School Boardroom #301 located at 300 North College Road, Twin Falls, Twin Falls County, Idaho. Chairman Bernie Jansen conducted the meeting. Trustees Bryan Matsuoka, Mary Barron, Paul McClintock, and Todd Hubbard along with Superintendent of Schools, Brady Dickinson; Associate Superintendent, Bill Brulotte; Board Clerk, Michelle Lucas; Director of Human Resources, Shannon Swafford; and Director of Secondary Programs, L.T. Erickson were in attendance.

With no further business at hand, Trustee McClintock moved that the Board retire into executive session as per Idaho Code 74-206(1) subsection (b) to consider student discipline and to consider a personnel issue. Vice Chairman Matsuoka seconded the motion. Chairman Jansen asked the Clerk Michelle Lucas to poll the board. Roll call vote was as follows: Chairman Bernie Jansen – Yes; Vice Chairman Bryan Matsuoka – Yes; Trustee Mary Barron – Yes; Trustee Todd Hubbard – Yes; and Trustee Paul McClintock - Yes. Motion carried. The time was 8:07 p.m.

Trustee Barron moved to return to open session. Trustee Hubbard seconded the motion. Motion passed unanimously. The time was 8:14 p.m.

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

Trustee McClintock moved to approve administration's recommendation for administrative leave for employee "A". Trustee Hubbard seconded the motion. Motion passed unanimously.

Vice Chairman Matsuoka moved to adjourn the meeting. Trustee Barron seconded the motion and the motion passed unanimously. Meeting adjourned at 8:14 p.m.

ATTEST:

 Chairman Bernie Jansen

 Clerk Michelle Lucas

TWIN FALLS PUBLIC SCHOOLS

School District No. 411

201 MAIN AVENUE WEST

TWIN FALLS, IDAHO

83301

(208) 733-6900

October 25, 2017

7:00 p.m.

- I. Call to Order** - The Board of Trustees of School District No. 411, Twin Falls County, State of Idaho, met in its regular monthly meeting at Canyon Ridge High School boardroom #301, located at 300 North College Road, Twin Falls, Idaho, at the hour of 7:00 p.m., on Wednesday, October 25, 2017. The following trustees were present: Chairman Bernie Jansen, Vice Chairman Bryan Matsuoka (via telephone), Trustees Mary Barron, and Todd Hubbard (via telephone). There were also present Superintendent, Brady Dickinson; Clerk, Michelle Lucas; Associate Superintendent, Bill Brulotte; as well as district directors, patrons, and news media. Trustee Todd Hubbard was unable to attend. Trustee Paul McClintock was unable to attend.
- II. Pledge of Allegiance** - The Board of Trustees stood and recited the Pledge of Allegiance.
- III. Procedural Matters Action Items**
1. Approval of Agenda (Additions and Deletions) – Chairman Jansen asked if there were any additions or deletions to the agenda. There were none. Trustee Barron move to approve the agenda as submitted. Vice Chairman Matsuoka seconded the motion. Motion passed unanimously.
- IV. Unscheduled Delegation** – There were none.
- V. Consent Calendar** – Trustee Barron moved to approve the consent calendar which included: certified release of contract for April Hollibaugh and certified release of contract if a suitable replacement can be secured for Daysha Anderson; new certified .50 FTE contract for Minta Halling; new classified employees: Garrett Zirker, Claribel Partida, Dana Morfin, Paula Cunningham, Halla Blair, Billy Lane, Anissa Hayes, and Justine Johnson; classified in-district transfer for Claudia Grover; classified resignations from Sarah Gabbard, Michelle Desler, and Julie Snider; extra-curricular employee: Jason Benjamin; extra-curricular resignation from Andria Harshman; and request for alternative authorizations and provisional [The TFSD Board of Trustees declared a hiring emergency for the following positions]: for Selina Bernard as 3rd grade teacher at Lincoln Elementary School, Jared Sorenson as social studies teacher at O'Leary Middle School, alternative authorization/provisional for Chelcy Rodriquez as kindergarten teacher at Harrison Elementary School. The motion was seconded by Vice Chairman Matsuoka. Motion passed unanimously.
- VI. Budget & Finance A. Information Items:**

1. Benjamin Ware with Ware and Associates, auditor for Twin Falls School District #411 shared the 2016-2017 Annual Audit and stood for questions. After his firm reviewed Twin Falls School District books, records, policies, and procedures they found that everything was in good working order. His firm gave Twin Falls School District the best rating of “unmodified opinion” which is equivalent to an A+ paper. He reported that currently Twin Falls County tax delinquency rate is 2.81%, which is an improvement from 6% during the recession. Mr. Ware stated Twin Falls School District’s carryover is down from last year and only equates to two weeks of operation reserve. Far from, what the financial world would recommend. The district has been operating on a low carryover for over 10 years. He noted that on page 49 of the audit there is one violation of Idaho Code where the actual bond expenditures is \$225 over the originally budgeted amount. This is a minor violation that only requires him to point it out to the Board. It was asked if Mr. Ware has been seeing trends with the districts in the area of unpaid school lunches. Mr. Ware has only tracked for a couple years but will get that information for a longer period of time and get it to Bob Seaman.
2. Director of Fiscal Affairs, Bob Seaman shared information and a recommendation to send the \$7,000 received from the \$198,000 Education Trust with U.S. Bank to the Twin Falls Education Foundation to set up an endowment fund to be maintained by CPA Dennis Brown. This will help reduce the annual fees. This item returns next month for action.

VI. Budget & Finance B. Action Items:

1. With no further questions for Accountant, Benjamin Ware, Vice Chairman Matsuoka moved to approve the 2016-2017 Annual Audit report as presented. Trustee Barron seconded the motion. Motion passed unanimously.

VII. Instruction A. Information Items:

1. Director of Elementary Programs, Teresa Jones and Director of Secondary Programs, L.T. Erickson shared elementary and secondary individual continuous improvement plans. Ms. Jones and Dr. Erickson briefly explained the process the schools went through to create their plans. They noted that the plans meet the spirit of the law and ties in with the strategic plan. They also recommended that the board use these plans when coming up with questions for the principals when they report to the board this spring. The Board asked, at the next work session in January, if the directors could provide for the board a snapshot of what they should be looking for when building principals report out this spring.
2. Associate Superintendent, Bill Brulotte gave a 2017-2018 Federal Programs annual update. Mr. Brulotte shared a breakdown of the different funding accounts received for Title IA (Poverty), IC (Migrant), IIA (Teacher Quality), III (Limited English Proficient), McKinney-Vento (Homeless), and Neglected and Delinquent (Incarcerated Students). The district is required to review annually with staff federal programs requirements and expectations of title schools. Mr. Brulotte also shared a list of federal program grants received for 2017-2018 school year. The District had to consider possibly cancelling summer school this year, however, the Federal budgets were adjusted and the schools came up with some money to help so we can have summer school 2018. The district had to cut preschool at Oregon Trail because of cutbacks.
3. Director of Support Services, Mike Gemar gave his annual report for district wide special education services. Mr. Gemar shared an overview of the different support services programs

and things covered by special education. He also explained differences between 504's and IEP's. Currently the district has 67 elementary and 126 secondary students in the gifted and talented program; 341 students on 504 plans; 1013 students in special education; and a quickly growing population of 72 preschoolers. Age three is the eligibility age for preschool so students register throughout the year. Two current challenges are finding qualified staff and Medicaid reimbursement shortcomings.

VIII. Future Agenda Items:

1. 2017 Legislative Tour will be held November 29, 2017 starting at Nine Beans and a Burrito at 8:00 a.m. and is scheduled to visit a few district schools. This year's focus is on advanced opportunities; career pathways; and will talk about leadership skills.

IX. Executive Session

With no further business at hand, Trustee Barron moved that the Board retire into executive session pursuant to Idaho Code 74-206(1) subsection (b); (b) to consider student discipline; and termination of classified employee. Vice Chairman Matsuoka seconded the motion. Chairman Jansen asked the Clerk Michelle Lucas to poll the board. Roll call vote was as follows:

Chairman Bernie Jansen – Yes

Vice Chairman Bryan Matsuoka (via phone) – Yes

Trustee Mary Barron – Yes

Trustee Todd Hubbard (via phone) – Yes

Motion carried. The Board convened into executive session at 8:13 p.m.

Vice Chairman Matsuoka moved to return to open session. Trustee Barron seconded the motion. Motion passed unanimously. The time was 8:20 p.m.

Vice Chairman Matsuoka moved to expel five (5) students from school as per administration and hearing officers recommendation, one (1) for an indefinite period of time, and five (5) for "Time Served" and that these students be expelled from school as defined in Idaho Code 33-205 and that these students be placed under the purview of the Juvenile Correction Act, Idaho Code 20-510 and 20-511. Trustee Barron seconded the motion. Motion passed unanimously.

Vice Chairman Matsuoka moved to approve administrations recommendation to terminate classified employee "A". Trustee Barron seconded the motion. Motion passed unanimously.

Trustee Barron moved to adjourn the meeting. Trustee Hubbard seconded the motion and the motion passed unanimously. Meeting adjourned at 8:21 p.m.

Chairman, Bernie Jansen

ATTEST:

Clerk, Michelle Lucas

TWIN FALLS PUBLIC SCHOOLS

School District No. 411

201 MAIN AVENUE WEST

TWIN FALLS, IDAHO

83301

(208) 733-6900

October 25, 2017

The Board of Trustees of Twin Falls School District #411 met in executive session on Wednesday, October 25, 2017, at 8:13 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 (via telephone), Mary Barron, and Todd Hubbard (via telephone) along with Superintendent, Brady Dickinson; Clerk, Michelle Lucas; and Director of Human Resources, Shannon Swafford were in attendance.

With no further business at hand, Trustee Barron moved that the Board retire into executive session pursuant to Idaho Code 74-206(1) subsection (b); (b) to consider student discipline; and termination of classified employee. Vice Chairman Matsuoka seconded the motion. Chairman Jansen asked the Clerk Michelle Lucas to poll the board. Roll call vote was as follows:

Chairman Bernie Jansen – Yes

Vice Chairman Bryan Matsuoka (via phone) – Yes

Trustee Mary Barron – Yes

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Vice Chairman Matsuoka moved to approve administrations recommendation to terminate classified employee “A”. Trustee Barron seconded the motion. Motion passed unanimously.

Trustee Barron moved to adjourn the meeting. Trustee Hubbard seconded the motion and the motion passed unanimously. Meeting adjourned at 8:21 p.m.

ATTEST:

Chairman, Bernie Jansen

Clerk, Michelle Lucas

Twin Falls School District #411

Monthly Long-Term Suspension Board Report

October, 2017

| School Name | Total Males | Total Females | # Students - Fighting | | # Student - Battery | | # Students - Truancy | | # Students - Tardies | | # Students - Drugs | | # Students - Insubordination | | # Students - Smoking | | # Students - Safety-Threat | | # Students - Harassment/Bullying | | # Students - Sexual Offense | | # Students - Other | |
|---|-------------|---------------|-----------------------|----|---------------------|---|----------------------|----|----------------------|---|--------------------|---|------------------------------|-----|----------------------|----|----------------------------|----|----------------------------------|---|-----------------------------|----|--------------------|----|
| Bickel Elementary | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | |
| Harrison Elementary | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | |
| Lincoln Elementary | 1 | 1 | | | | | | | | | 1 | 1 | | | | | | | | | 1 | 1 | | |
| Morningside Elementary | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | |
| Oregon Trail Elementary | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | |
| Perrine Elementary | 2 | 0 | | | 1 | 2 | | | | | | | | | | | 1 | 2 | | | | | | |
| Pillar Falls Elementary | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | |
| Rock Creek Elementary | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | |
| Sawtooth Elementary | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | |
| Robert Stuart Middle school | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | |
| Vera C. O'Leary Middle School | 3 | 0 | | | | | | | | | | | | | 3 | 15 | | | | | | | | |
| South Hills Middle School | 9 | 1 | 4 | 14 | | | | | | | | | | | 3 | 15 | 1 | 1 | 1 | 5 | 1 | 3 | | |
| Bridge Academy | 1 | 0 | | | | | | | | | 1 | 0 | | | | | | | | | | | | |
| Twin Falls High School | 10 | 6 | 4 | 12 | | 1 | 3 | | | | 2 | 3 | 4 | 12 | | | 1 | 3 | | | 4 | 20 | | |
| Canyon Ridge High School | 11 | 2 | 3 | 8 | | 4 | 5 | | | | 4 | 9 | | | | | 1 | 1 | | | 1 | 1 | | |
| Magic Valley Alternative H.S. | 2 | 4 | | | | 4 | 8 | | 1 | 4 | | | 1 | 3 | | | | | | | | | | |
| Totals | 39 | 14 | 11 | 34 | 1 | 2 | 9 | 16 | 0 | 0 | 1 | 4 | 8 | 13 | 5 | 15 | 6 | 30 | 4 | 7 | 1 | 5 | 7 | 25 |
| Districtwide - Total Number of Students Suspended | | | | | | | | | | | | | | 53 | | | | | | | | | | |
| Districtwide - Total Number of Days Suspended | | | | | | | | | | | | | | 151 | | | | | | | | | | |

Contracts/Private Service Providers (PSP)/Consultants

EXECUTIVE SUMMARY

Submitted for Board Information MO/DD/YYYY

| Dates of Service | Vendor | Amount |
|------------------|--|-----------------------|
| 1/1/17-12/31/19 | Eligibility Tracking Calculators, LLC | \$1,500.00 (estimate) |
| 17/18 yr. | St. Luke's Magic Valley Reg. Med. Ctr. | \$50,712.64 |
| | | |
| | | |
| | | |

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."*

CONSULTATION, INTERPRETATION AND GUIDANCE SERVICES AGREEMENT
(Forms 1094/1095 Reporting Only Agreement)

THIS SERVICES AGREEMENT ("Agreement") is entered by and between TWIN FALLS SCHOOL DISTRICT NO. 411 ("**DISTRICT**") whose address is 201 Main Ave W, Twin Falls, ID, 83301 and Eligibility Tracking Calculators, LLC ("**ETC**" or "**CONTRACTOR**"), whose address is 14607 San Pedro Ave., Suite 155; San Antonio, Texas 78232.

WHEREAS, **ETC** is a Direct District HR Input System and Consultative Company designed to use District's direct input of objective payroll data (defined as payroll information used to run employee paychecks) and offer/acceptance/waiver benefit information provided by **DISTRICT** to analyze data and determine appropriate *1095-B/C* codes to populate the *1095-B/C* Forms and to determine who is not eligible to be provided a *1095-B/C* form; and

WHEREAS **ETC** desires to become a consultant of **DISTRICT** so that **ETC** can perform interpretation, guidance identification/tracking services to assist **DISTRICT** in its required reporting to the Internal Revenue Service and provision of information to applicable persons in accordance with the *Forms 1094-B/C* and *1095-B/C* pursuant to healthcare reform laws under the Affordable Care Act (collectively "Forms").

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DISTRICT** and **ETC** agree as follows:

1. Relationship and Term

- 1.01** Term of this contractual relationship is calendar year since the data contained on the *Forms 1094-B/C* and *1095-B/C* must be collected and reported based on a calendar year. The term of this Agreement is January 1, 2017 to December 31, 2019. Effective date of this Agreement is the last date of signature by the Executing Parties. **ETC's** work shall continue until the filing date with the IRS and beyond if corrections are required by IRS. For corrections, additional charges may apply dependent on the required corrections and the basis for the need for the corrections. District may terminate this Agreement prior to the termination date with 30 days' written notice. If District terminates this Agreement before December 31, **ETC** is relieved from preparing and providing all *Forms 1094-B/C* and *1095-B/C* for employees and from filing the *Forms 1094-B/C* and *1095-B/C* through the AIR System (electronic system through which *Forms 1094-B/C* and *1095-B/C* are to be filed). **ETC** shall only terminate this Agreement early if District fails to provide the necessary data so that **ETC** can prepare the *Forms 1094-B/C* and *1095-B/C* and fails to provide this data within the deadlines agreed to by the Parties during implementation. Otherwise, Agreement shall be automatically renewed with the same material terms. Should material terms of Agreement be negotiated, amended or changed, **ETC** shall provide **DISTRICT** with the proposed Amended Agreement for consideration.
- 1.02** It is expressly understood that **ETC** and **DISTRICT** are independent entities and neither is employed by the other. **DISTRICT** in no way controls the manner, method or means of **ETC's** work and **ETC** provides all the tools necessary for services to be rendered for **DISTRICT**. **ETC** has been retained by **DISTRICT** for a specific term to perform services beyond **District's** expertise. Both Parties are responsible for their own tax obligations and insurance obligations.
- 1.03** It is expressly understood that **ETC's** responsibilities are limited to using District's direct input of objective payroll data (defined as payroll information used to run employee paychecks) provided by **DISTRICT** and **District's** benefit information, including, if applicable, **DISTRICT** determinations as to appropriate Indicator Codes for the Forms so that **ETC** can provide interpretation and guidance regarding the completion of these Forms, in accordance with the most current IRS instructions of *Forms 1094(B/C)*

and 1095(B/C), final IRS regulations issued in accordance with Code Sections 6055 and/or 6056, and other IRS guidance related to **District's** reporting obligations under Code Sections 6055 and/or 6056. **ETC** assumes **NO LIABILITY** in **District's** ACA compliance efforts beyond reporting as required for the *Forms 1094-B/C* and *1095-B/C*.

- 1.04** It is expressly understood that it is **District's** sole responsibility to determine if the reporting referenced herein is to be completed using the *Forms 1094-B* and *1095-B* **or** *Forms 1094-C* and *1095-C*.

2 ETC's Responsibilities

- 2.01** **ETC** shall prepare **District's** *Forms 1094/1095(B/C)* as well as provide interpretation and guidance regarding the completion of these Forms, in accordance with the most current IRS instructions of *Forms 1094(B/C)* and *1095(B/C)*, final IRS regulations issued in accordance with Code Sections 6055 and/or 6056, and other IRS guidance related to **District's** reporting obligations under Code Sections 6055 and/or 6056. ETC staff will provide in-depth interpretation and strategy sessions specific to any changes in the Affordable Care Act or related regulations that would impact District's obligations as an applicable large employer under Code Section 4980H and/or DISTRICT'S reporting obligations under Code Section 6055 and/or 6056.

- 2.02** **Tax Obligations.** ETC shall be responsible for its own tax obligations and understands that in accordance with this Independent Contractor Relationship with **DISTRICT**, neither party is an employee of the other and that **DISTRICT** assumes no responsibility or obligations in withholding any amounts to be paid to **ETC** for work performed. Although the Parties do not believe that ETC's services are subject to sales tax, should sales tax be assessed, **DISTRICT** understands that the sales tax is **District's** responsibility.

- 2.03** **Ownership of Proprietary and Confidential Material.** ETC agrees and understands that **District's** payroll data and other internal **DISTRICT** information provided or made available to **ETC** may be sensitive and confidential. Therefore, ETC agrees to hold this information forever in confidence and only to share this information with **DISTRICT** appointed representatives as instructed by **DISTRICT**.

- 2.04** **DUTY OF DEFENSE AND INDEMNITY.**
IF DISTRICT PROVIDES ETC WITH ACCURATE DATA TO COMPLETE DISTRICT'S FORMS 1094-B/C AND 1095-B/C REPORTING OBLIGATIONS AND PROVIDES ALL FINAL ACCURATE DATA NO LATER THAN AGREED UPON DEADLINES, ETC SHALL DEFEND, INDEMNIFY, AND HOLD DISTRICT HARMLESS FROM ANY CLAIMS OR DAMAGES RELATED TO DISTRICT'S FORM 1094-B/C AND 1095-B/C REPORTING OBLIGATIONS, WHICH RESULTED FROM ETC'S NEGLIGENCE IN THE PERFORMANCE OF ITS DUTIES IN ACCORDANCE WITH THIS AGREEMENT. THE SCOPE OF ETC'S DUTY OF DEFENSE AND INDEMNITY IS LIMITED TO DISTRICT'S FORMS 1094-B/C AND 1095-B/C REPORTING OBLIGATIONS ONLY, AND DOES NOT INCLUDE ANY CLAIMS OR DAMAGES THAT MAY SEPARATELY RESULT UNDER ERISA, THE INTERNAL REVENUE CODE, OR OTHER FEDERAL OR STATE LAWS RELATING TO DISTRICT'S ADMINISTRATION OF ITS GROUP HEALTH PLAN(S) AND/OR CAFETERIA PLAN(S).

- 2.05** **Beyond the Scope of the Agreement for Services.** ETC has not been retained and shall not provide state and/or tax consultation/advice (beyond that which is specifically identified with respect to the preparation and provision of the *Forms 1094-B/C* and *1095-B/C*), ERISA compliance, wage and hour compliance, human resource compliance, privacy laws or any other regulatory, legal or statutory rules and regulations as it relates to handling **District's** business affairs, including, but not limited to, employee management and operations.

3. District's Obligations

- 3.01 Release of Information.** **DISTRICT** agrees to provide **ETC** with accurate information necessary in the format prescribed herein for **ETC** to prepare **District's Forms 1094-C/1095-C**. If all the objective payroll data and benefits data cannot be provided or cannot be provided via Excel or CSV, additional charges may be applied but only after agreed to by **DISTRICT**.
- 3.02 Authoritative Transmittal.** If **ETC** is to file the Authoritative Transmittal for the *Forms 1094-C/1095-C*, **DISTRICT** must provide **ETC** all Control Group information for all entities. Determination of whether a control group exists is the sole responsibility of the **DISTRICT**.
- 3.03** Data needed from **DISTRICT** to provide year end reporting through *Forms 1094-C/1095-C*, in addition to payroll and benefits elections throughout the year, includes: 1) Employee Required Contribution amount(s) for the calendar year; 2) determination of whether the Medical Health & Welfare Plan meets Minimum Value and/or is Minimum Essential Coverage; and 3) if self-insured, all covered individuals enrolled in the plan with TIN and/or date of birth ("DOB"). It is **District's** responsibility to follow the TIN Solicitation Process to use the DOB in lieu of the SSN for covered individuals. As of December 1, 2016, the instructions regarding the TIN Solicitation Process can be found in IRS Publication 1586, which is available here: <https://www.irs.gov/pub/irs-pdf/p1586.pdf>.¹ If and when the IRS Proposed Rules regarding the TIN Solicitation Process are finalized, it is **District's** responsibility to follow those rules. All final information must be submitted to **ETC** no later than agreed upon dates during implementation. This information shall **only** be considered provided timely if **ETC** agrees to accept this data in writing during the implementation of District's account.
- 3.03 Eligibility Determination and Plan Designs.** Regardless of the Measurement Method(s) used by District (Monthly Measurement Method or Look-Back Method or a combination of these methods), **DISTRICT** understands and acknowledges by his/her signature below that **ETC** will follow **District's** instructions with respect to persons eligible to be offered benefits and the proper codes to be reported on the *1095-C Form* for each employee. However, **ETC** has not been retained to assist in determining 4980H full time/part time status for benefits, and has not been retained to assist in ensuring **District's** compliance with any other aspect related to District's administration of its employee health and welfare plan(s), cafeteria plan(s) and/or Section 125, or any other employee benefit plans in place.
- 3.03 Ownership of Proprietary and Confidential Material.** During the term of this Agreement, **ETC** may disclose to **DISTRICT** confidential information and trade secrets proprietary to **ETC**, including, but not limited to, systems, methods of operation, marketing and advertising procedures, internal procedures, programs and forms. **DISTRICT** acknowledges and agrees that all such information is confidential and is the exclusive property of **ETC**. **DISTRICT** covenants and agrees that it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such confidential information, nor shall it use any such confidential information nor cause such confidential information to be used for any purpose other than during **District's** work with **ETC**.
- 3.04** **DISTRICT** shall pay **ETC** in accordance with the terms agreed to and set forth in the attached *Exhibit A*. Payments not paid via ACH are due net 20 days.
- 3.05 Payment upon Termination of Relationship.** Upon termination of this Agreement, **DISTRICT** agrees to pay **ETC** amounts earned prior to termination of this Agreement.
- 4. Miscellaneous**
- 4.01 Amendments.** This Agreement may only be amended by written agreement by either party and only enforceable after countersigned by other party.

- 4.02 Severability.** In the event any provision of this Agreement becomes unenforceable or void, such shall not invalidate any other provision of this Agreement.
- 4.03 Assignability.** No assignment of this Agreement of the rights and obligations hereunder will be valid without the written consent of the non-assigning party.
- 4.04 Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes any prior understandings or oral or written agreements between **DISTRICT** and **ETC** on the matter contained herein.
- 4.05 Governing Law.** This Agreement is being executed and delivered and is intended to be performed in the State of Texas, County of Bexar, and the laws of Texas shall govern the validity, construction, enforcement and interpretation of this Agreement.
- 4.06 Captions.** The captions contained herein are for reference purposes only and do not affect the meaning of this Agreement.

DISTRICT and **ETC** have acknowledged their understanding of and are in agreement to the mutual promise written above by executing this Agreement.

AGREED:

By: Alicia J. Haff, JD
Eligibility Tracking Calculators, LLC

Executed: **October 23, 2017**

By: _____
Printed Name, Title

Executed: _____
Signature

Date Executed (and Effective Date of Contract): _____

SERVICES PROVIDED AND FEE SCHEDULE for TWIN FALLS SCHOOL DISTRICT NO. 411
The information contained below is a summary of the description of services for which fees are charged. These Services are described more detail in the Services Agreement to which this Exhibit is an attachment and made part of the Services Agreement. To the extent any terms and conditions in this Exhibit conflict with the Services Agreement, the Services Agreement controls.

1. ONE-TIME SET UP FEE

\$0.00

Company Creation and Shell Set up on ETC server;
Implementation Support in gathering payroll & benefits information;
Creation of *Form 1095-C (or 1095-B if applicable)* Departments & assignments of initial indicator codes;
Set up payroll schedule and customize monthly reporting summary;
Process contracts and set up accounting to terms;
Creation of a Business Associate Agreement between companies;
Discussions and consulting regarding current healthcare strategy if desired;
Measurement Period/Stability Period Set up based on District determinations of appropriate measurement methods and periods;

2. ONE-TIME TECHNOLOGY FEE

\$0.00

ETC will create a computer processor around **District's** payroll and benefits templates approved by ETC;
Creation of XML Manifest;
Creation of XML Error reports.

3. REPORTING CONSULTING SUPPORT

Collect necessary data to prepare *1095 Series ACA Forms* for filing with the US Department of Treasury;
Consult with District regarding ACA obligations and proper Indicator codes for *1095-C Forms*;
Prepare *Forms 1095-C* for affected employees (method of delivery to be determined by District; any postage/handling charges are additional fees);
Strategy Sessions with ACA consultant to prepare and plan for changes to ACA that impact District's obligations under Code Sections 4980H, 6055, and/or 6056;
In depth newsletters and summaries provided by The Law Offices of Alicia J Haff; and
Marketplace/IRS Appeals Support. All appeals notices must be submitted to appeals@eligibilitytrackingcalculators.com in a timely manner.

\$12.60 PEPY (Paid by Trust)

4. YEAR END DELIVERY – POSTAGE

\$1.65 Per Form

ETC will deliver via USPS the 1095-C forms to each employee's address provided during the year end process. Tracking will be provided for each piece to the last postal address. ETC will upload to the District portal an electronic version of the 1095-C forms sorted in USPS zip code order.

District Signature: _____ **Printed Name:** _____

Date: _____

TWIN FALLS SCHOOL DISTRICT NO. 411 must provide ETC with data in a specific format as follows:

- Excel or CSV format;
- Organized or able to be organized via payroll period (not via individual employee with totals);
- Cells are not to be merged and must be sortable for proper mapping by ETC (i.e. no subtotals, no totals, no subcategories breaking up the data);
- Current Address information for each employee; and
- Employee Name broken out by First and Last;
- Identification Number (SSN or TIN) for every employee; and
- Benefits information (effective date(s), decision(s), employee required contribution amounts, termination of benefits).

For your convenience, attached are several templates to use (Payroll, Address and Benefits). Either complete these templates in their entirety or you may submit your own template/files for ETC's review. If ETC cannot use the data provided in the template(s) provided, we shall work with you to find a solution to extract this information. However, additional charges may apply if ETC must manipulate such data to extract for reporting purposes. Any additional fees shall be agreed to by the Parties prior to any work performed.

I understand that ETC will work to assist **DISTRICT** in creating the ETC file template for up to 1 hour at no charge. For hours beyond this, **DISTRICT** will be invoiced \$95.00 per hour on the first invoice following **DISTRICT** approval of additional hours of consultation.

District Signature

Date

TWIN FALLS SCHOOL DISTRICT NO. 411 NAME

MEMORANDUM OF UNDERSTANDING
Twin Falls School District Nursing Support

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") is made and entered into as of this 26th day of October, 2017, between **ST. LUKE'S MAGIC VALLEY REGIONAL MEDICAL CENTER, LTD.** ("the Hospital"), a non-profit, tax exempt Idaho corporation, and **TWIN FALLS SCHOOL DISTRICT**, a public school district located in Twin Falls County, Idaho ("the School District").

RECITALS:

- A. WHEREAS, the Hospital is a sole community hospital that was organized and operates primarily for the benefit of Magic Valley residents.
- B. WHEREAS, the School District operates numerous public schools throughout the City of Twin Falls and a number of the primary and secondary school-age children who attend the schools require nursing services throughout the day or would benefit from a qualified school nurse being present at school.
- C. WHEREAS, as part of the Hospital's commitment to promoting a healthy community the Hospital will ensure that the School District has the school nursing services described in this Memorandum pursuant to the terms hereof.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. Recitals.

The recitals set forth above are hereby incorporated by reference into this Memorandum as a material and substantive part of this Memorandum.

2. Hospital Responsibilities.

2.1 Services. The Hospital agrees to provide three (3) duly trained and licensed registered nurses ("Nurse" or "Nurses") to the School District's elementary and secondary students who will each work twenty five (25) hours per week to provide the following services, under supervision of the Hospital and in cooperation with School District personnel, (collectively the "Services") during the school year (excluding summer sessions, if any) during which this Memorandum is effective (approximately 36 weeks):

- a. Coordinating school health services being provided within the elementary and secondary schools;
- b. Receiving and triaging all general school nursing questions that may be identified on a daily basis and providing appropriate referral and follow-up;

- c. Providing vision screening, referral and follow-up;
- d. Providing scoliosis screening, referral and follow-up;
- e. Providing puberty classes to students in grades 5 and 6;
- f. Providing supervision of prescription and non-prescription medication and delivery systems;
- g. Supporting students identified by the School District needing to have health care plans in place;
- h. Responding to health care concerns as identified by school personnel;
- i. Providing health-related education presentations as requested for both students and faculty;
- j. Maintaining open lines of communication with St. Luke's Magic Valley Medical Center, South Central District Health and other District contracted nursing personnel;
- k. Providing drug testing services as requested by School District personnel; and
- l. Attending orientations or education, and required by the School District.

2.2 Personnel. This Memorandum shall not in any way be construed to alter the terms of employment and policies applicable between the Hospital and the Nurses. The Nurses will continue to be "at-will" employees employed and supervised exclusively by the Hospital. The Hospital agrees to employ the Nurses and pay their wages and benefits in accordance with applicable Hospital policies.

2.3 Medical Supplies. The Hospital will provide the Nurses with the supplies necessary to ensure that the Nurses can adequately provide the Services.

2.4 Service Locations. The Services will be provided to the nine elementary schools, four middle schools, and three secondary schools within Twin Falls School District #411.

3 School District Responsibilities.

3.1 Space. The School District shall provide a suitable place for the Nurses to provide Services and perform administrative duties. The space will be equipped and insured by the School District, but the Hospital will be responsible for personal items, if any, that are stored in the space. The space provided by the School District will only be used for purposes related to providing Services and the Nurses providing Services will be directed to comply with all lawful and applicable School District policies and procedures.

3.2 Reimbursement.

- a. **Reimbursement for Services.** The School District agrees to reimburse the Hospital for 50% of the costs incurred by the Hospital in employing Nurses to provide Services under this Memorandum. Such costs include the actual wages and estimated employee benefits of each Nurse. For purpose of this

Memorandum, Employee benefits will be calculated at 28% of each Nurse's salary. It is estimated that the School District's total reimbursement amount for the 2017-2018 school year will not exceed fifty thousand seven hundred and twelve dollars and sixty four cents (\$50,712.64).

- b. **Reimbursement for Mileage.** The School District agrees to reimburse the Hospital for mileage incurred by each Nurse in providing Services under this Memorandum, including mileage from the Hospital to schools and mileage from school to school. The Nurses will complete the applicable mileage form according to Hospital policy and the Hospital will invoice the School District for reimbursement on a monthly basis.
- c. **Invoicing & Payment.** Hospital shall provide the School District with monthly itemized invoices for all reimbursable costs pursuant to this Section. The School District agrees to pay each invoice in full within thirty (30) days.

4. Work Schedule.

The School District and the Hospital will work cooperatively to develop a work schedule which sets forth the times and days of the week that Services will be provided at each elementary and secondary school during the current school year, excluding summer sessions, if any, and non-student days.

5. Confidentiality.

The Hospital agrees to comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, "HIPAA." The School District agrees to sign Hospital's most current Business Associate Agreement (attached hereto) and comply with its terms.

6. Equal Opportunity.

The Hospital shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the School District shall abide by these regulations to the extent applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7. Federal Program Eligibility.

Each party represents and warrants to the other that (a) neither it nor any of its principals or affiliates are excluded from participation under any federal health care program, as defined under 42 U.S.C. § 1320a-7b(f), for the provision of items or services for which payment may be made under a federal health care program (an "Exclusion"); (b) neither party has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that it or its affiliates know

or should know are excluded from participation in any federal health care program; and (c) no final adverse action, as such term is defined under 42 U.S.C. § 1320a-7e(g), has occurred against it or its affiliates or to its knowledge against any employee, contractor or agent engaged to provide items or services under this Memorandum (an "Adverse Action"). Each party shall notify the other party of any Exclusion or Adverse Actions or any basis therefor within seven (7) days of its learning of any such Exclusion/Adverse Action. Ineligibility to participate in any federal health care program is grounds for immediate termination of this Memorandum at the other party's sole discretion.

8. Status of the Parties.

It is understood and agreed that the parties shall at all times act as independent contractors. Nothing in this Memorandum shall be construed to create a joint venture, partnership, association or other affiliation or like relationship between the Hospital and the School District other than that of independent parties to a contractual relationship as set forth in this Memorandum. The Hospital staff shall not have any claim under this Memorandum against the School District for vacation pay, sick leave pay, rights to participate in the profit sharing or retirement plans of the School District or any other retirement benefits, social security disability, unemployment, worker's compensation, or other employee benefits of any kind.

9. Term of Memorandum and Termination.

9.1 Term of Memorandum. This Memorandum shall remain in full force and effect beginning August 16, 2017 and ending on May 25, 2018.

9.2 Termination. The School District or The Hospital may terminate this Memorandum at any time by giving at least sixty (60) days prior written notice to the Hospital of its intention to terminate. A terminating party shall use its best efforts to inform the non-terminating party of its intention to terminate so that the non-terminating party can make alternative arrangements to address an unmet need or manage unneeded staff and resources.

9.3 Termination Upon Mutual Memorandum. This Memorandum may be terminated at any time by mutual written Memorandum between the parties.

10. Miscellaneous Provisions.

10.1 Entire Memorandum. This Memorandum supersedes all previous contracts or Memoranda between the parties with respect to the subject matter hereof and constitutes the entire Memorandum between the parties.

10.2 Amendments. This Memorandum may be amended only by an instrument in writing signed by both parties hereto.

10.3 Notices. Any notice which is required or permitted to be given under this Memorandum shall be given by personal delivery or certified mail, return receipt requested, and directed to the respective party at its last known address.

Unless and until changed, the address of the parties shall be as follows:

If to St. Luke's:

St. Luke's Magic Valley Regional Medical Center
Attn.: Michael Fenello
P.O. Box 409
Twin Falls, ID 83303-0409

With a copy to:

St. Luke's Health System, Ltd.
Attn: Legal Department
190 E. Bannock Street
Boise, ID 83712

If to School District:

Twin Falls School District
Attn.: Dr. Brady Dickinson
201 Main Avenue West
Twin Falls, ID 83301

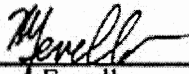
All notices shall be deemed given on the date of personal delivery or, if mailed postage prepaid by certified mail, return receipt requested, on the date of delivery appearing on the return receipt therefore.

10.4 Assignment. This Memorandum may not be assignable by either party.

[SIGNATURES ON NEXT PAGE]


IN WITNESS WHEREOF, the Hospital and the School District have caused this Memorandum to be signed as of the day and year first above written.

ST. LUKE'S MAGIC VALLEY REGIONAL MEDICAL CENTER, LTD.


By: Michael Fenello
Its: Administrator

10-30-17
Date

TWIN FALLS SCHOOL DISTRICT


By: Dr. Brady Dickinson
Its: Superintendent

10/26/17
Date

NEW TEACHERS - 2017-2018

| Last Name | First Name | School | Subject | Years Exp. |
|------------------|-------------------|---------------------|-------------------|-------------------|
| Munson | Lisa | Harrison Elementary | 3rd Grade Teacher | 25 |



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

P 208.733.6900
F 208.733.6987
www.tfsd.org

Brady D. Dickinson, PH.D. SUPERINTENDENT OF SCHOOLS

Date: November 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:

| | |
|-----------------|--|
| Maria Becerra | Custodian at Canyon Ridge High School |
| Brittany Klop | Para educator (Nest) at Canyon Ridge High School |
| Brian McDaniel | Custodian at O'Leary Middle School |
| Kristin Bassler | Para educator (ERC) at Harrison Elementary |

The individual listed below is a current employee that has accepted a transfer within the district for the 2017-2018 school year.

2017-2018

NAME

POSITION

| | |
|------------------|---|
| Gail McHenry | Cook at South Hills Middle School |
| April Hollibaugh | Behavior Para at Canyon Ridge High School |

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

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

Brady D. Dickinson, Ph.D.
Superintendent of Schools

William Brulotte
Associate Superintendent



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Brady D. Dickinson, PH.D. SUPERINTENDENT OF SCHOOLS

Date: November 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:

- JoAnna Maestas Wagstaff – playground aide at Lincoln Elementary
- Angela Carter – accounting supervisor at District Office
- Ahmad Sobbi – custodian at Twin Falls High School
- Cynthia Lind – cook at Canyon Ridge High School
- Whitney Collins – para educator at Harrison Elementary
- Michelle Elsing – secondary library assistant at Canyon Ridge High School
- Sierra Enders – cashier at Oregon Trail Elementary School

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



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Brady D. Dickinson, PH.D. SUPERINTENDENT OF SCHOOLS

Date: November 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.

| | | |
|---------------|---------------------------|--------------------------|
| Ryan Sawers | Assistant Wrestling Coach | South Hill Middle School |
| Wendy Nielsen | Wellness Coordinator | District Wide |



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Brady D. Dickinson, PH.D. SUPERINTENDENT OF SCHOOLS

Date: November 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 Resignation

The following employee has submitted his resignation letter resigning his position for the 2018-2019 school year:

- Bruce Price – Volleyball Head Coach at Twin Falls High School

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



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201 Main Ave. W
Twin Falls, ID 83301

P 208.733.6900
F 208.733.6987
www.tfsd.k12.id.us

HUMAN RESOURCES DEPARTMENT

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

November 6, 2017

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

From: Sonia DeLeon, Human Resources Manager

Re: Request for Alternative Authorization

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

| Name | Position | School |
|----------------|------------------|------------------------|
| Jeffrey Bowman | Physical Science | Twin Falls High School |

The above individual is teaching physical science and earth science for the 2017-18 school year. Mr. Bowman currently holds an Idaho standard secondary teaching certificate with a biological science and earth science endorsements. He's in the process of completing the additional requirement to obtain his chemistry endorsement with the Idaho State Department of Education. In order for this employee to be employed as a physical science teacher, the board will need to declare an "area of need." To declare an area of the Twin Falls School District Human Resource Department has determined an area of need exists in our district for this particular position.

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

TRAVEL - EXTENDED ~~AND~~ OUT-OF-STATE

REQUEST FOR EXTENDED & OUT-OF-STATE TRAVEL

Name of Organization Making Request Canyon Ridge High School/HOSA

Proposed Travel Dates From April 4-6, 2018

Brief Explanation of Proposed Trip (including destination) HOSA State Leadership Conference at Riverside Hotel in Boise, ID

Sponsor Signature(s) LR Nelson RN Date 10/2/17

Number of Students Attending 30 Number of Supervising Adults 3

Amount of School Time to be Missed 3 days

The Following Requests are Made Relative to this Proposed Trip:

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

1. Bus: Yes ☒ No ☐ Bus Capacity Needed _____

2. Finances: Yes ☒ No ☐ If Yes, Total Amount _____

3. Transportation Expenses: Yes ☒ No ☐

4. Bus Request Submitted: Yes ☒ No ☐

5. Financial Breakout: Student/Parent \$ _____ Club \$ 500⁰⁰ Organization \$ ARTEC Funds School \$ _____

6. Organization: ARTEC Fund account for Health Occupations

7. Destination: Riverside Hotel - Boise, ID

Principal's Recommendation approve

Principal's Signature [Signature] Date 10-11-17

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

Superintendent's Recommendation Approved

Superintendent's Signature [Signature] Date: 10/16/17

Board Action: Approved as Proposed ☐ Approved with Modifications ☐ Not Approved ☐

Total Student Cost: \$ _____

School Costs:

1. Transportation (To & From) \$ _____

A. Bus or SUV's \$ _____

B. Plane \$ _____

2. Lodging..... \$ _____

Total School Cost: \$ _____ \$ _____

Less Commitment: \$ _____ \$ _____

GRAND TOTAL: \$ _____ \$ _____

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

TRAVEL - EXTENDED & OUT-OF-STATE

REQUEST FOR EXTENDED & OUT-OF-STATE TRAVEL

Name of Organization Making Request TFHS College & Career

Proposed Travel Dates From NOV. 18TH, SATURDAY

Brief Explanation of Proposed Trip (including destination) Utah State -
tour, lunch, football game

Sponsor Signature(s) [Signature] Date 10-16-17

Number of Students Attending 23 Number of Supervising Adults 2

Amount of School Time to be Missed 0

The Following Requests are Made Relative to this Proposed Trip:

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

1. Bus: Yes ☒ No ☐ Bus Capacity Needed 25
2. Finances: Yes ☒ No ☐ If Yes, Total Amount \$225 \$9/student Lunch
3. Transportation Expenses: Yes ☐ No ☒
4. Bus Request Submitted: Yes ☒ No ☐
5. Financial Breakout: Student/Parent \$ 0 Club \$ 0 Organization \$ 0 School \$ 725
6. Organization: TFHS COLLEGE & CAREER
7. Destination: UTAH STATE

Principal's Recommendation Allow students to view a college experience

Principal's Signature [Signature] Date 10/17/17

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

Superintendent's Recommendation APPROVE

Superintendent's Signature [Signature] Date: 10/19/17

Board Action: Approved as Proposed ☐ Approved with Modifications ☐ Not Approved ☐

Total Student Cost: \$ 0

School Costs:

1. Transportation (To & From) \$ —
 - A. Bus or SUV's \$ 500
 - B. Plane \$ —
2. Lodging..... \$ —

Total School Cost: \$ 725 \$ —

Less Commitment: \$ — \$ —

GRAND TOTAL: \$ — \$ —

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

EMPLOYEE OF THE MONTH QUESTIONS

| | |
|--|--|
| Name: | Cecelia Charland |
| Position: | Consulting Teacher, Secondary School |
| Hometown: | Greenfield, WISC |
| Inspiration: | those w/ phys limitations who don't make excuses - ie: person who races LOTSA w/ a missing leg, those folks |
| Pet Peeve: | complainers + whiners who don't want prob solved w/ solution |
| You Have a 10 Minute Speech to give at a High School. What is the Title? | "Life Unfolds" no pps effort to resolve |
| What Word Describes you Best? | Fair / consistent / Quiet - I know, more than one word! |
| One Thing People Don't Know About You: | not that anyone really cares but I have climbed Mt St Helens before she blew + I like hiking to high places |
| If you Could be any Character in Fiction, Who Would you be? | Wonder Woman |
| Favorite Movie or Book: | End of yr holidays - The Christmas Story Other - a favorite is Doctor Zhivago |
| Which Sitcom, Past or Present, is most Reflective of your Life? | Don't really watch sitcoms because my day to day events @ school provide me enough "Reality TV" |
| How do you want to be Remembered? | Tried to be kind + respectful |
| The Favorite Part of My Day Is: | School yr - time between school + home when I need to 'detox' from the day Other - morning as it is quiet, calm + can plan my day |

Principal Note:

EMPLOYEE OF THE MONTH QUESTIONS

| | |
|--|---|
| Name: | Amber Gillespie |
| Position: | often times, fetal |
| Hometown: | You've never heard of it. |
| Inspiration: | Celia Chanand |
| Pet Peeve: | Filling out forms |
| You Have a 10 Minute Speech to give at a High School. What is the Title? | Embracing silence |
| What Word Describes you Best? | Sarcastic, Sassy, short |
| One Thing People Don't Know About You: | Why would I tell people ^{things} about me I don't want them to know? |
| If you Could be any Character in Fiction, Who Would you be? | Elsa I think we all know why |
| Favorite Movie or Book: | There is no way to pick a favorite book |
| Which Sitcom, Past or Present, is most Reflective of your Life? | Never put much thought into it. |
| How do you want to be Remembered? | Sarcastic & Sassy I don't. |
| The Favorite Part of My Day Is: | 5 p.m. |

Principal Note:

EMPLOYEE OF THE MONTH QUESTIONS

| | |
|---|--|
| Name: | Margaret (Peggy) Carr |
| Position: | Teacher – Magic Valley High School |
| Hometown: | Pocatello, ID |
| Inspiration: | My mother and my daughters |
| Pet Peeve: | The ubiquitous use of profane language |
| You Have a 10 Minute Speech to give at a High School. What is the Title? | No act of kindness, no matter how small, is ever wasted |
| What Word Describes you Best? | Kind and snarky |
| One Thing People Don't Know About You: | I have a bachelor's in advertising and public relations – not education |
| If you Could be any Character in Fiction, Who Would you be? | Elizabeth Bennett (Pride and Prejudice by Jane Austen) |
| Favorite Movie or Book: | The Guernsey Literary and Potato Peel Pie Society |
| Which Sitcom, Past or Present, is most Reflective of your Life? | Mr. Ed |
| How do you want to be Remembered? | Motivated, Helpful, Precise, Outgoing, Frazzled, Enthusiastic, Scatterbrained, Persistent, Sassy |
| The Favorite Part of My Day Is: | Connecting with students |

Principal Note: Mrs. Carr teaches English at Magic Valley High School. Peggy cares about students and will bend over backwards to help them succeed. She is very dedicated, organized and is well respected by students and staff. More often than not, Peggy is the first person to arrive at school and the last to leave. She is a team player and a pleasure to work with.

EMPLOYEE OF THE MONTH QUESTIONS

| | |
|---|--|
| Name: | Tara Fiscus |
| Position: | Secretary at Magic Valley High School |
| Hometown: | Twin Falls |
| Inspiration: | My parents |
| Pet Peeve: | When the kids spit in my trash can. |
| You Have a 10 Minute Speech to give at a High School. What is the Title? | Be Responsible for Your Actions. |
| What Word Describes you Best? | Dedicated |
| One Thing People Don't Know About You: | I like to do recreational kayaking |
| If you Could be any Character in Fiction, Who Would you be? | The Road Runner |
| Favorite Movie or Book: | Centennial |
| Which Sitcom, Past or Present, is most Reflective of your Life? | The Mary Tyler Moore Show |
| How will you be Remembered? | Wow! She saved everything. |
| The Favorite Part of My Day Is: | 4 p.m.---when I stop answering the phone for the day |

Principal Note:

As the only secretary at Magic Valley High School, Tara has multiple duties throughout the day and faces many interruptions, however, she is very efficient managing her time and generates quality work. As the first person that patrons meet or talk to on the phone she represents our school in a very positive manner. Tara is a team player and works well with our students, parents and faculty.

Maintenance Needs for Twin Falls School District

| Location | Job | Cost Est. | |
|--|---|-------------|--------|
| Bickel | Roof | \$270,000 | |
| Bickel | Air conditioning -replace swamp coolers | \$300,000 | |
| Bickel | New water line | \$45,000 | |
| Bickel | Concrete replacement in back | \$45,000 | |
| Bridge Academy | Asphalt replacement | \$90,000 | |
| Bridge Academy | New aluminum ramps and doors | \$45,000 | |
| Canyon Ridge | Access control at front entry | ? | |
| Canyon Ridge | Tennis courts need to be repainted and refinished | \$35,000 | |
| Canyon Ridge | Track needs repainted | \$3,500 | |
| Canyon Ridge | Seal coat all asphalt and re-stripe | \$120,000 | |
| Harrison | Access control at front entry | ? | |
| Harrison | Swamp cooler replacements and heating units in classrooms | \$300,000 | |
| Harrison | Idaho Power upgrades to accommodate heating and AC upgrades | \$150,000 | |
| Harrison | Asphalt replacement - front of building | \$120,000 | |
| Lincoln | Asphalt - Parking and Playground | \$280,000 | |
| Lincoln | Classroom heating and air conditioning replacements | \$380,000 | |
| Lincoln | Idaho Power upgrades to accommodate heating and AC units | \$150,000 | |
| Lincoln | Access control at front entry | ? | |
| Lincoln | Restroom updates and remodels | \$35,000 | |
| Morningside | Access control at front entry | ? | |
| Morningside | Swamp cooler replacements and heating units in classrooms | \$300,000 | |
| Morningside | Idaho Power upgrades to accommodate heating and AC upgrades | \$150,000 | |
| Morningside | Asphalt replacement - Teachers parking, front of building | \$175,000 | |
| O'Leary | Access control at front entry | ? | |
| O'Leary | Honeywell automated heating controls need replaced | \$135,000 | |
| O'Leary | Parking lot replacement. Front loop, teacher' parking, and little house | \$200,000 | |
| O'Leary | Replacement of roof within next 10 years (35 yrs. old) | \$400,000 | |
| Oregon Trail | Access control at front entry | ? | |
| Oregon Trail | Asphalt replacement, including playground | \$270,000 | |
| Perrine | Air conditioning -replace swamp coolers | \$150,000 | |
| Perrine | Access control at front entry | ? | |
| Perrine | Parking lot replacement - Bus loading | \$70,000 | |
| Perrine | Gas unit replacements for classrooms | \$170,000 | |
| Robert Stuart | HVAC | \$375,000 | |
| Robert Stuart | Replace lockers in boys and girls locker rooms | \$50,000 | |
| Robert Stuart | Access control at front entry | ? | |
| Robert Stuart | Track | \$250,000 | |
| Robert Stuart | Parking lot replacement - Bus loading and 300 building | \$130,000 | |
| Robert Stuart | Back gym needs heating unit | \$35,000 | |
| Robert Stuart | Intermountain Gas upgrade for new classroom units | \$150,000 | |
| Sawtooth | Roof replacement | \$200,000 | |
| Sawtooth | Parking lot replacement. Front loop, teacher parking, and little house | \$170,000 | |
| South Hills | New outside storage building and snack bar | \$150,000 | |
| South Hills | Outside storage for maintenance | \$70,000 | |
| Twin Falls High School | New visitor bleachers | \$250,000 | |
| Twin Falls High School | Enlarge cafeteria | \$2,000,000 | |
| Twin Falls High School | Access control at front entry | ? | |
| Twin Falls High School | Roper Auditorium needs new roof | \$45,000 | |
| Twin Falls High School | Tennis courts need to be refinished and painted | \$60,000 | |
| Twin Falls High School | Asphalt replacement and pole lights in parking area for safety | \$400,000 | |
| Twin Falls High School | Asphalt replacement at Roper Auditorium, back area, and faculty parking | \$350,000 | |
| Food Service/Warehouse | New asphalt | \$60,000 | |
| Food Service/Warehouse | Fence area for security | \$40,000 | |
| District Office | Asphalt replacement | \$40,000 | |
| Maintenance Department | Truck replacements | \$80,000 | |
| Maintenance Department | Lawn mowing equipment replacement | \$100,000 | |
| Lincoln, Morningside, Harrison, Sawtooth | Updated classroom furniture | \$1,000,000 | |
| All locations | Carpet replacement | ? | |
| General Maintenance and Custodial | | \$1,100,000 | Annual |
| Technology | | \$300,000 | Annual |
| Radios | | \$25,000 | Annual |

SNOW REMOVAL AND SUPPLIES

Equipment 4x4 pickups: We have 7 plows: 3 V plows, 3 straight plows, and 1 mini truck with a V plow for sidewalks.

Emory V plow---Bill V plow---Nate V plow--- Manual plow--- Ken plow---
Warren plow---Bob plow---Pat Mini truck V plow.

Emory plows O'Leary Middle School/Bridge/Morningside.

Bill plows Rock Creek/Canyon Ridge High School.

Warren plows Perrine Elementary/Robert Stuart Middle School/helps at CRHS.

Nate plows Bickel/District Office/ 242/ Support Services/ Magic Valley High School / Harrison Elementary/ Lincoln Elementary.

Ken plows Pillar Falls/Sawtooth Elementary/ Helps at TFHS

Bob plows Twin Falls High School/Roper.

Manual plows South Hills Middle School/Oregon Trail.

Pat plows with (new this year) mini truck: sidewalks starting with Bickel/Main Street offices/ Lincoln/ Perrine/ Rock Creek/ Pillar Falls/ Sawtooth Elementary.

All head custodians are instructed to come in by 5:00 AM to run their snow blowers around the sidewalks, perimeters and shovel out the entrance ways and ramps. (by coming in by 5 the head custodian has enough time to clean up after school lunch ends)

We usually start this procedure at 1 AM or 2 AM depending on snowstorm.

For any reason if it snows on Friday night we plow on Saturdays, if it snows on Saturday night we plow on Sundays.

If the district closes the schools, all night custodians are called to work to shovel sidewalks, entrance ways and perimeters, and maintenance staff plows all day.

If the school district is open we plow until traffic is a problem. Once the kids are in the building, we send three trucks out to do playgrounds, the rest of the crew does the mail run, replaces sand and salt that has been used in the storm.

Last year we used 37 yards of sand/6 pallets of ice melt.

The maintenance department's primary goals are to address as many problem areas as possible and keep staff students and parents on their feet.

If the maintenance staff starts at 1 AM by 9:30 AM they worked their eight hours, most of my staff will work until 1 PM to help resupply the district. These folks work with outbreaks and lunch, they are very loyal to our district and I try to get even with them in the coming weeks. Needless to say there is not one maintenance man in the school district that likes to see it snow.

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

**January 24, 2018
5:00 P.M.**

AGENDA

- 4:45 p.m. Dinner Served**
- 5:00 p.m. I. Pledge of Allegiance**
- 5:01 p.m. II. Approval of the Agenda**
- 5:02 p.m. III. Unscheduled Delegations (Audience to Address the Board)**
- 5:02 p.m. IV. Consent Calendar**
- A. Approval of New Classified Employees**
B. Approval of Classified Personnel Resignations
C. Approval of Extra-Curricular Employees
D. Approval of Extra-Curricular Resignations
- 5:03 p.m. V. Plant Facilities Levy Presentation – Brady Dickinson (20 Minutes)**
- 5:23 p.m. VI. Strategic Plan Tasks Update—Eva Craner (12 Minutes)**
- 5:35 p.m. VII. Instructional Improvement Plans – Teresa Jones/L.T. Erickson
(15 Minutes) added 10-30-17**
- 5:50 p.m. VIII. IBE Committee Update – Dickinson (20 Minutes) added 9-27-17**
- 6:10 p.m. IX. Future Agenda Items**
A. Day on the Hill set for February ? & ?, 2018
- 6:11 p.m. X. Executive Session as per Idaho Code 74-206(1) - If needed**
- 6:12 p.m. XI. Adjournment**

Motion to go into executive session:

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

(b) to consider student discipline

Action Items:

(1) Student discipline action