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

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Procedural Matters
   A. Action Items:
      1. Approval of Agenda (Additions and Deletions)

IV. Unscheduled Delegations (Audience to Address the Board)

V. Consent Calendar
   A. Approval of Minutes from the December 11, 2017 meeting
   B. Approval of Board Financial Reports
   C. Approval of Building Financial Reports
   D. Approval of Contracts for Private Service Providers (PSP)/Consultants and Other
   E. Approval of Certified Release of Contract
   F. Approval of New Classified Employees
   G. Approval of Classified Retirements
   H. Approval of Classified Personnel Resignations
   I. Approval of Extra Curricular Employee
   J. Approval of Extra Curricular Resignations
   K. Approval of Alternative Authorizations

VI. Superintendent's Report
   A. Certified Employees of the Month – Perrine Elementary/Rock Creek Elementary
   B. Classified Employees of the Month – Perrine Elementary/Rock Creek Elementary

VII. Instruction
   A. Information Items: (None)
   B. Action Items: (None)

VIII. Budget and Finance
   A. Information Items:
      1. School Plant Facilities Reserve Fund Levy Election Resolution
      2. School Lunch Food Service Bids
   B. Action Items:
      1. School Plant Facilities Reserve Fund Levy Election Resolution
      2. School Lunch Food Service Bids

IX. Personnel
   A. Information Items: (None)
   B. Action Items:
      1. Policy Revision Recommendations for Approval

X. Board Goals
   A. Information Items:
      1. January 24, 2018 Board Work Session Agenda
   B. Action Items: (None)

XI. Future Agenda Items
   A. Board Work Session - January 24, 2018
   B. Next Regular Board Meeting - February 12, 2018
   C. Day on the Hill set for February 19 & 20, 2018 in Boise

XII. Executive Session as per Idaho Code 74-206(1) Subsections (b)
   (1) To consider student discipline
   (2) To consider personnel issues
   Action Items:
      (1) Student Discipline
      (2) Administrative leave for employee “A”
      (3) Administrative recommendation regarding personnel hearing

XIII. Adjourn
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, December 11, 2017. The following trustees were present: Chairman Bernie Jansen, Trustees Bryan Matsuoka, Mary Barron, Paul McClintock, and Todd Hubbard. There were also present Superintendent of Schools, Brady D. Dickinson; Board Clerk, Michelle Lucas; Associate Superintendent, Bill Brulotte; as well as district directors, interested patrons, employees, and the news 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. There wasn’t any. Trustee Hubbard moved to approve the agenda as proposed. 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 November 13, 2017 meeting; board and school financial reports; monthly long-term suspension report; contracts for private service providers: Ware and Associates; new certified employees: Carla Mingo, Rachelle Straubhaar, and Karley Wilkins; certified retirements for the 2018-2019 school year from Sally Bloxham and Rex Jessup; new classified employees: Cassandra Fortenberry Julie Lucas, Matthew Johnson, Lisa West, Loralyn Wade, Jasmine Victorious, Jacob Mishler, Ernestina Animas, Darcy Martin; in-district transfers: Brady Way, David Thompson, Veronica Dialina, Bobbie Guenter, and Corinne Anthony; classified resignations from Leighann Hamman, Harold Chamber, Elisabeth Wellard, Dickiesur Cates, and Christine Thayne; extra-curricular employees: Delbert Finley, Matt Coleman, Carey Farnsworth, Stacey Behrens; extra-curricular resignations from Matt Coleman and Cory Ochsner; 2018-2019 extra-curricular resignation from Monica Velazquez; and student teacher request for Emily Stephens, Jessica Cortes, Kathryn Mancari, and April Poutalie. 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 Lincoln Elementary School for the month of December as Benita Remaley, music teacher and certified employee of the month from Bridge Academy as Russ Burnum, P.E. teacher.

C/D. Superintendent Dickinson announced the classified employee of the month from Lincoln Elementary School as Leighann Hamman, special education paraeducator and classified employee of the month from Bridge Academy as Tami Hughes, paraeducator. Superintendent Dickinson read a brief resume' and presented Ms. Remaley, Mr. Burnum, Ms. Hamman, and Ms. Hughes each with a gift, plaque, and gift certificate to either Jaker's or Anchor Bistro. Ms. Remaley, Mr. Burnum, Ms. Hamman, and Ms. Hughes thanked the board for the honor.

E. Twin Falls Senior Class Student Council Representatives, Carly Gandolfo and Cade Greensfield presented the Twin Falls High School Senior Class trip proposal to ride a rental bus to San Francisco, California to visit Alcatraz Island and the Great American Amusement Park. Trustee McClintock moved to approve the Twin Falls High School Senior Trip as proposed. Trustee Barron seconded the motion. Motion passed unanimously.

G. Canyon Ridge High School Student Council Representatives, Connor Dahlquist and MacKenzie McBride presented the Canyon Ridge High School Senior Class trip proposal to San Francisco, California to visit Alcatraz and attend the baseball game. Trustee McClintock moved to approve the Canyon Ridge High School Senior Trip as proposed along with their out of state travel request form. Trustee Barron seconded the motion. Motion passed unanimously.

VII. Instruction A. Information Items:

1. Superintendent Dickinson presented the 2018-2019 draft school district calendar as an informational item. The negotiations team will meet in January to discuss the proposal to the October days from state in-service days to student days. The 2018-2019 calendar will return for board action after the mini-negotiations meeting takes place.

VII. Instruction B. Action Items: None

VIII. Budget & Finance A. Information Items:

1. PiperJaffray Managing Director, Eric Heringer presented Twin Falls School District #411 bond and levy historic review from 2002 bond levy to 2017 supplemental M&O levy; review of existing debt; and shared an overview of the district’s bond and the remaining debt capacity of $157,446,835. Mr. Heringer noted that the district saved $2.7 million of interest cost from the 2014 refinancing of the 2006 bonds. Mr. Heringer reviewed a refinancing savings summary and explained how a refunding would work. Mr. Heringer outlined his focus of maintaining the $2.99 per $1,000 tax rate, the same as it has been. People’s taxes would only go up if the value of their property increased. He commented that he is very excited to offer this to save the district over 5 million dollars. The timeline for completing a bond refunding, if the board chooses to move forward, would be to gather data and complete document preparations from December 13th to January 30, 2018; rating agency conference call the week of February 5th; approve bond resolution at the February 12th regular board meeting; receive bond rating on
February 16th; post preliminary official statement on February 20th; price/sell bonds on February 27th; and March 15th close bond sale.

2. Director of Fiscal Affairs, Bob Seaman presented the Budget Advisory Committee's recommendation to go out for a School Plant Facilities Reserve Fund Levy in the amount of $4,750,000.00, for fiscal year beginning July 1, 2018, and continuing each year in the amount of $4,750,000.00 for ten (10) years through fiscal year ending June 30, 2027. Funds from a School Plant Facilities Reserve Fund Levy are for the purposes of financing the acquisition of school site(s) and/or the construction, furnishing and equipping of schools and/or the improvement to any existing building for the District, including all lighting, heating, ventilation and sanitation facilities and appliances necessary to maintain and operate said buildings and facilities, the purchase of school buses, the payment of lease purchase agreements for any of the above purposes, and the payment of loans from commercial lending institutions extended to pay for the construction of school plant facilities. Budget Advisory Committee is made up of district administrators, teachers, parents, students, and community members, and takes on the responsibility to advise the board on finance items such as plant facilities levies, supplemental levies, bond levies, and emergency levies. If the Board approves to move forward, the election would be March 13, 2018. This is also listed as an action item because of time constraints to get the wording to the County Clerk before the deadline.

VIII. Budget & Finance B. Action Items:

1. After much discussion, Vice Chairman Matsuoka moved to approve the Budget Advisory Committee's recommendation to go out for a $4,750,000 plant facilities levy and to move forward with the bond refinance/refunding as proposed by Mr. Heringer. Trustee Barron seconded the motion. Motion passed unanimously.

IX. Personnel A. Information Items:

1. Director Public Relations Eva Craner shared the ISBA and administrative policy manual update recommendations. Chairman Jansen pointed out that the policy review committee agreed to take an optional section in policy 6100 however, it still showed as optional. Mrs. Craner will fix that by the next board meeting. These will return next month for action.

IX. Personnel B. Action Items: None

X. Board Goals A. Information Items:

1. The board reviewed and modified the draft agenda for their January 24, 2018 board work session. After a brief discussion, it was agreed to add an agenda item to discuss year-around school.

X. Board Goals B. Action Items: None

XI. Future Agenda Items:

A. No second meeting in December.
B. The next board meeting is scheduled for January 8, 2017.
C. The Board discussed who would attend Day on the Hill event February 19th and 20th. Trustee Barron also requested some talking points for Day on the Hill.

XII. Executive Session

With no further business at hand, Trustee McClintock moved that the Board retire into executive session after a five-minute break as per Idaho Code 74-206(1) subsection (b) to consider student discipline. Trustee Hubbard 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 Paul McClintock – Yes, and Trustee Todd Hubbard – Yes. Motion carried. The Board convened into executive session at 8:41 p.m. 8:46 to 8:50 p.m. the Board discussed student discipline. Vice Chairman Matsuoka moved to return to open session. Trustee Barron seconded the motion. Motion passed unanimously. The time was 8:51 p.m.

Trustee Barron moved to expel three (3) students from school as per administration and hearing officers’ recommendation, two (2) for “time served” and one (1) 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.

Trustee Barron moved to adjourn the meeting and Vice Chairman Matsuoka seconded the motion and the motion passed unanimously. Meeting adjourned at 8:51 p.m.

Chairman, Bernie Jansen

ATTEST:

Clerk, Michelle Lucas
The Board of Trustees of Twin Falls School District #411 met in executive session on Monday, December 11, 2017, at 8:46 p.m., at Canyon Ridge High School Boardroom #301 located at 300 North College Road, Twin Falls, Twin Falls County, Idaho. The following trustees were present: Chairman Bernie Jansen, Vice Chairman Bryan Matsuoka, and Trustees Mary Barron, Paul McClintock, and Todd Hubbard; Superintendent, Brady Dickinson; Associate Superintendent Bill Brulotte; and Clerk, Michelle Lucas; were also present.

With no further business at hand, Trustee McClintock moved that the Board retire into executive session after a five-minute break as per Idaho Code 74-206(1) subsection (b) to consider student discipline. Trustee Hubbard 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 Paul McClintock – Yes, and Trustee Todd Hubbard – Yes. Motion carried. The Board convened into executive session at 8:41 p.m. 8:46 to 8:50 p.m. the Board discussed student discipline. Vice Chairman Matsuoka moved to return to open session. Trustee Barron seconded the motion. Motion passed unanimously. The time was 8:51 p.m.

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Trustee Barron moved to adjourn the meeting and Vice Chairman Matsuoka seconded the motion and the motion passed unanimously. Meeting adjourned at 8:51 p.m.

____________________________
Chairman, Bernie Jansen

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

### EXECUTIVE SUMMARY

Submitted for Board Information MO/DD/YYYY

<table>
<thead>
<tr>
<th>Dates of Service</th>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 yr. agreement</td>
<td>Tek-Hut, Inc.</td>
<td>$210,965.00</td>
</tr>
<tr>
<td>10/1/17-9/30/18</td>
<td>Idaho Office for Refugees (Grant)</td>
<td>$56,235.00</td>
</tr>
<tr>
<td>2018 yr.</td>
<td>Power School Agreement</td>
<td>$52,195.93</td>
</tr>
<tr>
<td>1/2018-5/2018</td>
<td>Lauren Jones Agreement (Sign Language interpreter)</td>
<td>$33.00/hr. (7 hrs. per day)</td>
</tr>
</tbody>
</table>

NOTE: Per Board Policy 5725: “The District encourages the use of private service providers and professional consultants as resource individuals when such consultative services will be helpful in the improvement of the educational program of the District. The District, through the Superintendent as its designee, may enter into contracts with private service providers and/or consultants to provide necessary services to students.” In no event shall such agreement exceed twelve (12) calendar months.”
THIS AGREEMENT is made and entered by and between Tek-Hut, Inc., an Idaho corporation ("Provider") and Twin Falls School District No. 411, ("Customer").

RECITALS

WHEREAS, Provider is in the business of providing Dark Fiber Network ("WAN Services"); and

WHEREAS, Customer desires to enter into an agreement whereby Provider will provide six point to point single mode fibers.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties, for themselves, their successors and assigns, do hereby agree as follows:

1. Scope of the Work. Provider shall provide WAN Services to Customer at locations defined in "Service Order Exhibit A". Provider will provide six point to point single mode fibers as the WAN Services.
   a. The WAN Services will be fiber based and built out to each building in Exhibit A.

2. Contract Price. Customer agrees price will be expressed as an upfront Special Construction cost and an annual service fee for the Services and shall be set forth in the applicable Service Order Exhibit. The sum of the attached service order is $5700 per year for a period of 5 years and a one-time Special Construction cost of $182,465, for a total contract price of $210,965 ("Contract Price"). This contract is conditioned upon receipt by customer of an approved USAC Funding Decision Commitment Letter and customer acceptance of USAC approved funding.
   a. All charges shall be payable annually on an undisputed invoice by Customer.

3. Term of Contract. The term of this contract shall be for an initial period of 60 months, commencing once the service has been installed, and continuing for 60 months, at which time the initial term of this contract shall expire. Upon expiration of the Term, this Agreement shall be optionally renewed for an additional (5) 12 month periods of time on the terms and conditions identical to those defined in this agreement.

4. Termination. Customer understands and agrees that Provider has and will continue to incur certain costs and/or expenses related to the Dark Fiber Network to be provided to it by Provider pursuant to this Agreement, even should the Customer discontinue use of said WAN or elect to terminate this Agreement prior to its expiration. Therefore, in the event Customer elects to terminate this Agreement prior to the 60th month, it agrees to

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pay to Provider the sum of 100% of the balance due and owing pursuant to paragraph 3 above at the time of termination. The customer would not have to pay the remaining balance if Tek-Hut was not performing service in the said contract.

5. **Strands.** Six Strands Single Mode Fiber

6. **Special Construction Cost.** Construction cost of $182,465.00. 100% of construction cost will be due when service is delivered. The construction includes all labor and material for the said Scope of Work. Provider will be responsible for procuring the e-rate payment portion from the FCC Schools and Libraries Division.

7. **Responsibility of Tek-Hut.** In addition to the responsibilities of Tek-Hut as identified herein, Tek-Hut shall provide:
   a. Six point to point single mode fibers.

8. **Responsibility of Customer.** In addition to Customer responsibilities identified herein, the Customer shall provide or be responsible for:
   a. any equipment and/or labor necessary for the configuration of the equipment and hardware necessary to utilize the Wide Area Network Services, as well as any costs, charges or fees associated therewith;

9. **Outages.** Provider shall not be responsible for any cost and/or expenses incurred by the Customer as a result of an outage or failure of the Dark Fiber Network to be provided by Provider.

10. **Binding Effect.** The provisions of this contract shall be binding upon and inure to the benefit of the heirs, successors, personal representatives, and assigns of the parties hereto.

11. **Attorney's Fees.** If a suit, action or proceeding is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover all costs and attorney's fees from the non-prevailing party.

12. **Venue.** The venue of any action arising out of the execution or breach of this contract shall be in the District Court of Twin Falls County, Idaho.

13. **Annual Service Charge.** The recurring annual charge is $5700 per year.
IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

"PROVIDER"
Tek-Hut, Inc

By: ______________________

Date: 4/25/17

"CUSTOMER"
Twin Falls School District No. 411

By: ______________________

Date: 04.25.2017
1. Order Type (New, Renew, Change): NEW
Service Location A: South Hills Middle School
1550 Harrison Street South
Twin Falls, ID
Service Location Z: Twin Falls School District Administration Office
201 Main Avenue West
Twin Falls, ID
Bandwidth: Six Strands Single Mode
Annual rate: $5700
Special Construction Charge: $182,465
Service: Dark Fiber Network
SERVICE LEVEL AGREEMENT (“SLA”)
The following terms and conditions will apply to the service level agreement. In the event we fail to meet the levels defined in Service Level Agreement for a minimum of two (2) consecutive months, you must notify us in writing of any violations and allow us thirty (30) days from notification to cure the breach. If still unresolved, you may immediately terminate the Service giving rise to such breach without additional notification or incurring early termination fees within thirty (30) days of our failure to cure.

1. SERVICE HOURS OF OPERATION. We maintain Security Operations, Network Operations, and Technical Support Departments that operate on a 24 x 7 x 365 basis. You may reach an individual in each of these departments by calling the appropriate support service. All other departments operate on a normal 8 x 5 business week.

2. RESPONSE TIME. In the event of an unplanned outage, your primary contact will receive a phone call within 30 minutes; followed by 15 minute updates until the problem is resolved. These commitments are subject to your providing us accurate and current contact information for your designated points of contact. Our failure to respond in accordance with the parameters defined herein will entitle you to receive, as your sole remedy and our sole obligation, the credits described in Section 6 below, provided however, that you may obtain no more than one credit per day, regardless of how often in that day we failed to meet these parameters.

2.1. Security and Network Operations Events. We classify all events as high, medium, or low level. We will identify or begin analysis of high level events within fifteen (15) minutes, medium level events within one (1) hour, and low level events within twenty-four (24) hours of occurrence. Failure to respond in accordance with these guidelines will entitle you to a one-day Tier 1 credit for high level events or one-day Tier 2 credit for medium and low level events.

2.2. Customer Initiated Requests. We will make commercially reasonable efforts to begin implementation of changes you request to your service or equipment within twenty-four (24) hours of receipt of the appropriate change control form, provided however that changes will generally be accomplished during non-business hours. Failure to respond in accordance with these guidelines will entitle you to a one day Tier 2 credit.

3. SERVICE AVAILABILITY GUARANTEE. Our commitment is to have the Services available 99.99% of the time and as set forth below. At your request, we will calculate the number of minutes the Service(s) were not available to you in a calendar month (“Service Unavailability”). Service Unavailability will not include unavailability continuing for an hour or less or any unavailability that you fail to report to us within five (5) days. Failure to meet the service level described in this Section 4 will entitle you to receive a Tier 1 credit.

3.1 Frame / Network Packet Loss. Circuit is guaranteed at 0% packet loss up to committed port speed.

3.2 Network Latency. Circuit is guaranteed with < 1ms latency.

3.3 Network Jitter. Circuit is guaranteed with < 1ms jitter.

4. MAINTENANCE. We implement a set of standard service windows used as part of our ongoing maintenance requirements.
We reserve the following weekly service windows during which you may experience periodic service outages: (i) Tuesday and Thursday (12 AM – 5 AM MST) (ii) Saturday (12 AM – 5 AM MST)

In the event we must perform maintenance during a time other than the service windows provided above, we will provide notification prior to performing the maintenance.

5. CREDIT REQUEST AND PAYMENT PROCEDURES. For failures to meet the commitments provided herein in a calendar month, you will be entitled to receive a credit as specified below:

(i) Tier 1. Equal to twice the pro rated portion of the Monthly Service Fee for the affected service; or
(ii) Tier 2. Equal to the pro rated portion of the Monthly Service Fee for the affected service; provided however that a breach of this SLA due to circumstances described in Section 6 below will not qualify for such credits. In order to receive a credit under this SLA, you must be current with your billing at the time of the service failure. In addition, all credit requests must be submitted in writing, either through our ticketing system, via email or fax, or by certified U.S. mail, postage prepaid.

You must submit each request for credit within seven (7) days of the occurrence giving rise to the credit claim. The total credit amount entitled to you in any calendar month will not exceed, in the aggregate, half of the total fees invoiced to you for the Services for which a claim is made in the applicable month. (Credits are exclusive of any applicable taxes charged to you or collected by us.)

6. EXCEPTIONS. You will not receive any credits under this SLA in connection with any failure or deficiency of the Services or a failure to meet an SLA that is caused by or associated with any of the following:

(i) Maintenance, as defined above;
(ii) Fiber cuts or other such issues related to telephone company circuits or local ISP outside of our control;
(iii) Your applications, equipment, or facilities;
(iv) Acts or omissions by you, or any use or user of the service authorized by you;
(v) Reasons of Force Majeure;
(vi) Any act or omission on the part of any third party, not reasonably within our control;
(vii) First month of service for the specific services for which a credit is claimed;
(viii) Power is required for all Ethernet equipment and service;

7. MTBF. Each component associated with this service has a different Mean Time Between Failure, and is based on specific conditions.

Some general equipment associated with this service are listed below.

Switch – 37 years

8. Monitoring. All Equipment is monitored every 60 seconds, and reported on 24 hours a day, 7 days per week.

9. Reporting. Customers are given a login to a portal. Through the portal, reports can be generated on utilization and response times.

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10. **Dispatch.** Minimum response time to dispatch is 30 minutes. With travel time, it may take up to one hour to arrive on site.

11. **Mean Time to Repair.** 60 minutes (all equipment utilized will have a hot spare on shelf within the state)

12. **Dedicated.** Dedicated access is not over subscribed or throttled, a lit fiber or dark fiber service is considered a dedicated service.
SUBRECIPIENT: Twin Falls School District 411
Db: Twin Falls School District
201 Main Avenue West
Twin Falls Idaho 83301

SUBAWARD TITLE: Refugee School Impact Grant

SUBRECIPIENT DUNS: 10-0015353

SUBAWARD NUMBER: IOR-1803

SUBAWARD PERIOD OF PERFORMANCE:
  Effective Date: October 1, 2017
  End Date: September 30, 2018

DESCRIPTION OF SERVICES: Educational services to recently arrived refugee children in elementary and secondary schools.

ANNUAL CONTRACT AMOUNT: $56,235

CONTACT PERSON: Bill Brulotte
(208) 733-6900
This Agreement between the Idaho Office for Refugees and the Twin Falls School District is executed this 15th day of December, 2017.

TWIN FALLS SCHOOL DISTRICT 411

Signature
Bill Bush

Title
Associate Superintendent

JANNUS, INC.

Signature

Title
AGREEMENT FOR THE PROVISION OF SERVICES TO REFUGEES

Jannus, Inc., an Idaho nonprofit corporation ("Jannus") and Twin Falls School District 411 ("Subrecipient") enter into this Agreement to provide services to eligible refugee populations under the grants listed in Schedule A to this Agreement ("Grants"). Within Jannus, administrative staff of the Idaho Office for Refugees ("IOR") will execute this Agreement.

1. BACKGROUND AND QUALIFICATIONS

1.1 Jannus is the agency responsible for the provision of cash assistance and services to refugees in Idaho and for overall coordination of the statewide refugee program. As the state coordinating agency and recipient of Federal funds, Jannus is required to provide certain services under the Grants, and is authorized under the terms of the Grants to subgrant or subcontract portions of the work required in providing such services. Jannus is required, by the terms of the Grants and by regulations governing its role as state coordinating agency, to conform to certain information monitoring and reporting requirements in connection with the delivery of the services required under the Grants.

1.2 Subrecipient wishes to perform as a subrecipient pursuant to the terms and conditions set forth below. Subrecipient warrants that (1) it has met the qualifications required of subrecipients or subcontractors under the Grants; (2) it has obtained all corporate or other approvals required to enter into this Agreement; and (3) its performance of the obligations of this Agreement will not conflict with any of Subrecipient's existing contracts or obligations.

2. SERVICES TO BE PROVIDED

2.1 Subrecipient agrees to provide the services set forth on Schedule B to this Agreement to members of the target population as defined therein, to provide such services at times when a majority of eligible refugees in the service area are able to participate, as determined through Jannus' and Subrecipient's assessment of the needs of the target population, and to provide services in a manner that is satisfactory to Jannus and conforms to Jannus' standards for culturally and linguistically appropriate services. All services shall be provided within the geographic area set forth on Schedule B to this Agreement.

2.2 The determination whether services are satisfactory shall be made by Jannus according to:

2.2.1 Subrecipient's adherence to the work schedule and timetable for project implementation set forth on Schedule B to this Agreement;

2.2.2 Subrecipient's adherence to the terms of this Agreement;

2.2.3 Other factors that Jannus, within its reasonable discretion, deems relevant.
3. COMPENSATION FOR SERVICES

3.1 Jannus will reimburse Subrecipient on a monthly basis for actual expenses incurred in the performance of its obligation under this Agreement ("Costs"). Reimbursement of Costs shall not exceed $56,235 during the term of this Agreement, unless this Agreement is amended as set forth in Section 17 of this Agreement. Payment for services will be based on satisfactory performance of the services set forth on Schedule B to this Agreement provided that:

3.1.1 Costs are allowable by the terms of this Agreement, including any Standard Terms and Conditions of Grant Awards; Cost Principles as well as all other requirements referenced on Schedule A and D to this Agreement; and

3.1.2 Costs are incurred in accordance with the Subrecipient’s established policies and procedures

Indirect expenses, if applicable, will be reimbursed as Costs at the lesser of the rate shown in the budget attachment (Schedule C) and the Subrecipient’s approved Federal indirect rate.

3.2 Subrecipient shall submit an invoice to Jannus within the time frame specified on Schedule C Budget and Billing Procedures. Jannus shall make payment within fifteen (15) days after receipt and approval of the monthly invoice. Invoices must show sufficient detail to indicate clearly the nature of all expenses in the format provided on Schedule C. A final invoice must be submitted within 60 calendar days after the termination of this Agreement and must be marked “Final.” All invoices shall be submitted to:

Tara Wolfson, Director
Idaho Office for Refugees
Jannus
1607 W. Jefferson Street
Boise, Idaho 83702

or to such other address as Jannus may provide.

4. INFORMATION REPORTING

4.1 Subrecipient agrees to adhere to the information reporting requirements set forth on Schedule B, including but not limited to providing the following information to Jannus on an ongoing basis through the Statewide Refugee Information System:

4.1.1 Enrollment and employment services information; and

4.1.2 Information on individual participation in services.

4.2 Subrecipient agrees to provide progress reports to Jannus no later than fifteen (15) days after the close of each reporting period during the term of this Agreement. Progress reports shall include:
4.2.1 Measurements of progress toward achievement of project goals and objectives, and

4.2.2 Other information required by the terms and conditions of Schedules A or B.

4.3 Subrecipient agrees to provide financial reports as follows:

4.3.1 Annual audit report within 30 days of agency receipt.

4.4 Subrecipient agrees to maintain accurate and complete records of participant eligibility for assistance and services, types and amounts of assistance and services provided, cost of assistance and services, and outcomes of service delivery. Subrecipient shall make such records available to Jannus upon request.

4.5 Subrecipient agrees to maintain accurate and complete financial records that document the uses of all funds provided by Jannus pursuant to this Agreement and to make such records available to Jannus whenever requested.

4.6 Subrecipient agrees to maintain all fiscal and program records and to make such records available to Jannus for inspection and copying for a minimum of three years after the end of the grant period.

4.7 Subrecipient agrees to grant Jannus, the U.S. Office of Refugee Resettlement, the U.S. Comptroller General, and all of their duly authorized representatives access to any books, documents, papers and records of Subrecipient that are directly pertinent to the Grants and the services provided there under for the purpose of making audits, examinations, excerpts and transcriptions.

5. TECHNICAL ASSISTANCE

5.1 Jannus will assist Subrecipient in the performance of its duties under this Agreement by providing technical assistance, training and resource information. Such assistance may include the following:

5.1.1 Publication and dissemination of policies, procedures and best practices;

5.1.2 Quarterly meetings of Subrecipients, conducted for the purpose of discussing issues evolving in connection with the Grants and the services provided there under and to further the goals and objectives thereof;

5.1.3 On-site visits by Jannus staff; and

5.1.4 Such additional technical assistance as Jannus deems beneficial.

5.2 Subrecipient agrees to participate actively with Jannus in its technical assistance programs, and to make good faith efforts to implement recommendations and other guidance received from Jannus' materials and staff.

6. INSURANCE
Subrecipient shall maintain, at its own expense, commercial general liability and, if applicable, worker’s compensation insurance and shall provide Jannus certificates of insurance upon request.

7. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDITS
This Agreement is subject to the administrative requirements set forth in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as well as the terms and conditions listed on Schedule D. Jannus will reimburse Subrecipient for direct and indirect costs provided that the applicable cost principles are followed. In the event that Subrecipient receives more than $750,000 (directly or as a pass-through) from federal sources, a single audit must be performed in addition to an annual financial audit.

8. PRIOR APPROVAL AND NOTIFICATION REQUIREMENTS

8.1 The following Subrecipient actions require prior approval from Jannus:

8.1.1 Change in scope of project;

8.1.2 Significant deviation from or changes in line-item budget;

8.1.3 Changes in key personnel: Subrecipient is required to notify Jannus in writing if the Project Director or key personnel, as identified in the budget narrative, will withdraw from the project entirely, be absent from the project during any continuous period of 3 months or more, or reduce time devoted to the project by 25 percent or more from the level that was approved at the time of award;

8.1.4 All actions requiring prior approval listed in the Cost Principles.

9. PUBLIC POLICY REQUIREMENTS

9.1 Subrecipient hereby agrees to provide equal employment opportunity and to take affirmative action in employment in accordance with all relevant sections of Executive Order 11246 as amended by Executive Order 11375 and Department of Labor Regulations set forth at 41 CFR, part 60.

9.2 Subrecipient acknowledges that the Department of Health and Human Services has rights in any research or other original work product developed in connection with the services delivered under the Grants in accordance with 37 CFR, part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the Department of Health and Human Services.

9.3 Subrecipient hereby agrees to file a certification with Jannus that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or
other award covered by 31 U.S.C. § 1352. Subrecipient further agrees to disclose to Jannus any lobbying with nonfederal funds conducted in connection with obtaining any federal grant award.

9.4 Subrecipient certifies that it has not been debarred, suspended or otherwise excluded from receiving federal contracts in accordance with Executive Order 12549 or 12689 and that the name of Subrecipient and the name of Subrecipient’s directors and officers do not appear on the General Services Administration’s "List of Parties Excluded from Federal Procurement or Nonprocurement Programs." Subrecipient consents to a search of the Excluded Parties list at http://sam.gov

9.5 Subrecipient will acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Subrecipients are required to state (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

9.6 Subrecipient acknowledges, and to the extent applicable, agrees to comply with all applicable standards, orders or regulations issued pursuant to the Age Discrimination Act of 1975, the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 providing that any individual participating in any program or activity receiving Federal financial assistance not be discriminated against on the basis of age (45 CFR part 91) race, color or national origin (75 CFR part 80) or handicap (45 CFR parts 84 and 85).

9.7 Subrecipient must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency.

10. TERM AND TERMINATION

10.1 The initial term of this Agreement shall commence on the effective date of October 1, 2017, and shall continue for one year from the effective date unless renewed by mutual agreement of the parties or terminated earlier pursuant to this Section.

10.2 This Agreement may be terminated by either Jannus or Subrecipient, with or without cause, upon sixty (60) days notice delivered in accordance with the requirements of Section 12 of this Agreement.

10.3 This Agreement may be terminated immediately for cause, upon delivery of notice to the non-terminating party. Cause includes, but is not limited to the following:

10.3.1 Jannus’ failure to make the payments required by Section 3;

10.3.2 Subrecipient’s failure to perform the services required by Section 2 in a satisfactory manner and/or failure to perform the information reporting or access to information required by Section 4; and
10.3.3 Subrecipient's failure to comply with applicable federal public policies as required by Section 9.

10.4 This Agreement will terminate immediately in the event any of the Grants is withdrawn, terminated or modified in a manner inconsistent with the existence of this Agreement by the U.S. Office of Refugee Resettlement, the U.S. Department of Health and Human Services or the U.S. Congress.

11. DISPUTE RESOLUTION AND ENFORCEMENT

11.1 In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt to settle the dispute through good faith negotiations. Such negotiations will include open communications and joint problem solving to reach a mutually agreeable resolution of the dispute.

11.2 If good faith negotiations fail to settle any dispute and there remains any unresolved controversy, claim or failure to comply with any material term of this Agreement, Jannus shall be entitled to enforce Subrecipient's performance under this Agreement through the exercise of any remedy set forth in Title 45, Section 92.43 of the Code of Regulations, including, but not limited to, any one or more of the following:

11.2.1 Withholding contract payments, including the withholding of payments in amounts equal to overpayments to refugees which result from Subrecipient's error or noncompliance;

11.2.2 Disallowing all or part of the cost of any activity which is not in compliance with the terms of the Agreement;

11.2.3 Suspending or terminating the funding provided to Subrecipient under this Agreement, in full or for specified activities; and

11.2.4 Withholding further awards from Subrecipient.

Jannus' imposition of the remedies described in 11.2.1 and 11.2.2 above shall not relieve Subrecipient of its obligations to perform fully under this Agreement. The foregoing remedies shall be in addition to Jannus' right to terminate this Agreement under Section 10 of this Agreement and any other remedies available under applicable law.

11.3 In the event that Subrecipient believes that any of the remedies set forth in this Section has been imposed against it without due cause, or is otherwise aggrieved by Jannus' exercise of the rights set forth in this Section, Subrecipient shall be entitled to present its claim to an impartial mediator, agreeable to both parties, for resolution. The mediator shall hear testimony from both parties and any reasonable number of witnesses that each party wishes to call, and shall recommend a solution to the conflict. Subrecipient shall give Jannus notice, in accordance with the provisions of Section 12 of this Agreement, of its intent to present the matter for mediation.
11.4 In the event that the dispute described in Section 11.2 cannot be resolved through mediation, the parties agree to submit the matter to an arbitrator for binding resolution in accordance with the Uniform Arbitration Act, Idaho Code Title 7, Chapter 9. The arbitrator shall be chosen from a roster of qualified neutral arbitrators, and shall be agreeable to both parties. In the event that the parties cannot agree on the selection of an arbitrator, Jannus and the Subrecipient shall each identify three (3) acceptable neutral arbitrators, and, starting with Jannus, shall alternate in striking one (1) name from the other party’s list of arbitrators. The last name remaining shall be the arbitrator of the dispute. The arbitrator shall have no authority to impose punitive damages or to vary the terms of this Agreement, and shall be bound by controlling law.

11.5 This Agreement is governed by Idaho law. Any unresolved controversy or claim shall be settled by a court of competent jurisdiction located in Ada County, Idaho. Ada County, Idaho shall be the proper venue for mediation, judicial or other proceedings under this Agreement.

11.6 Each party shall be responsible for payment of any attorney fees it incurs in connection with the dispute resolution processes described in this Section, and fifty percent (50%) of the costs of such dispute resolution procedure. All proceedings under this Section shall be scheduled in a manner, which accommodates both parties.

12. NOTICE

All notices under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, postage prepaid, to Jannus and Subrecipient at the notice addresses set forth below, or such other addresses as may from time to time be designated in writing by the applicable party. Notices shall be deemed given on the date they are mailed in accordance with this Section.

Subrecipient:  Twin Falls School District 411
               201 Main Avenue West
               Twin Falls Idaho 83301
               Attn: Bill Brulotte

Jannus:  Idaho Office for Refugees
         1607 W. Jefferson Street
         Boise, Idaho 83702
         Attn: Tara Wolfson

13. INDEMNITY

Subrecipient shall indemnify and hold harmless Jannus from and against any and all claims arising in connection with this Agreement and the services provided hereunder and from
and against all costs, attorneys' fees, expenses and liabilities incurred in or from any such claim. Subrecipient, upon notice from Jannus, shall defend the same at Subrecipient's expense by counsel reasonably satisfactory to Jannus; however, in no event shall the amount paid to Subrecipient's attorney exceed what would be reasonable attorneys' fees incurred in connection with the applicable claim.

14. ENTIRE AGREEMENT
This Agreement, of which the Schedules, and any other attachments and exhibits are an integral part, contains all covenants, accords and agreements between parties relating in any manner to the Grants and the services to be provided there under, and may be amended only in the manner set forth herein.

15. SEVERABILITY
Any provision of this Agreement that shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision thereof and the remaining provisions shall remain in full force and effect.

16. ASSIGNMENT
Subrecipient shall not assign any portion of this Agreement without Jannus' prior written consent, which consent shall not be unreasonably withheld.

17. AMENDMENT
This Agreement may be amended only by written agreement signed by both Jannus and the Subrecipient.
Contract No. IOR-1803 RSIG—Twin Falls School District (October 1, 2017)

Schedule A
Grants

Applicable Grants:

All activities described in this Agreement are authorized by and subject to the terms and conditions of the following Federal Grant(s):

Health and Human Services, Administration for Children and Families, Office of Refugee Resettlement

- Wilson Fish Services - Refugee School Impact Grant Set Aside (18011DRSOC, CFDA # 93.566)

  Award Amount This Action: $56,235
  Total Award Amount To-Date $56,235
Contract No. IOR-1803 RSIG—Twin Falls School District (October 1, 2017)
Schedule B-1
Services to be Provided

APPROACH

Student Eligibility. School district services will be provided to refugees possessing an I-94 arrival card or Permanent Resident card showing refugee, asylee, Cuban/Haitian Entrant status or Iraqi and Afghan children with a Special Immigrant Visa (SIV). Eligibility will be documented at time of student enrollment. Student U.S. arrival and enrollment dates will be tracked through school district data bases or by other means, allowing district personnel to determine which students have been residing in the U.S. for less than three years. All services will be prioritized to newly arrived refugees and recent arrivals with persistent adjustment issues.

OBJECTIVE 1: Improve refugee families’ school readiness, enrollment and transition process

The Twin Falls School District will maintain a dedicated full-time Family Liaison position to continue improving school enrollment assistance for newly arrived refugee families. With interpreter assistance, the Liaison will meet with each newly arrived family to review the enrollment process and assist with forms, appointments, and document gathering. The Liaison will accompany (or coordinate with case managers to accompany) families to school enrollment meetings, with the CSI Refuge Center providing both transportation and interpreters. During enrollment, the Liaison will facilitate family tours of the school and introductions to school personnel as a means to establish strong parent-school relationships. For children with special needs and/or behavioral or emotional issues, the Family Liaison will help to connect the students and families with the appropriate staff and resources at the schools.

The Twin Falls School District will fund the refugee family school orientation program. Sessions will continue to evolve, will be led by the Family Liaison position within the School District, and will be coordinated with the CSI Refugee Center.

The Family Liaison will secure donations of school supplies or clothing and arrange for free and reduced price lunches. The Liaison will give refugee parents school bus schedules, mapped directions to the school, school telephone numbers (with guidance on how and when to call), and school/ELL handbooks for the students and parents.

1 ORR recognizes that some school districts interpret the 1982 Supreme Court decision in Plyler v. Doe to prohibit school officials from asking for any documentation of a child’s immigration status for any purpose, including verifying eligibility for federally funded refugee programs. The holding in Plyler does not affect programs funded by ORR, which by their nature require verification that a prospective beneficiary is eligible to receive services. As required by 45 CFR 400.43(a), children seeking to participate in projects funded by an ORR Refugee School Impact Grant must provide documentation of their refugee status. Recipients and subrecipients should secure copies of I-94’s and green cards for eligible refugee children for their files. If a local Voluntary Agency provides a Refugee School Impact grantee or subrecipient with a letter certifying a list of children to be eligible refugees with refugee name, date of birth, refugee status, and date of arrival, and such certification and source documentation are available for the Government to review, ORR will consider the requirement to be satisfied.
The sheltered programs' teachers will work with the Family Liaison to introduce refugee parents to their child's new school and teachers; and with mainstream teachers on the refugee students' academic progress, adjustment, and culture.

**OBJECTIVE 2: Sustain and expand refugee students' academic programs and services**

New 6th-12th grade refugee students will be placed in the Newcomer Center where their language and academic levels are assessed and developed until they are prepared for transition to their home schools. Services will include monitoring of progress on state and federal mandated testing, grade and course placement, acculturation, and English language instruction in a self-contained environment with a gradual transition to sheltered classes. Depending on their language acquisition and adjustment needs, newly arrived refugee students will remain at the Center for up to a year. The 6th-12th grade Newcomer Center is located at an existing middle school and allows for orientation to the cafeteria, library, playground, and activities. The District will also sustain its K-5th grade Newcomer Center program at district expense.

**OBJECTIVE 3: Support refugee parent involvement in their children's education**

The Twin Falls School District, with the support of CSI staff, will develop relationships with refugee parents and remove barriers to their involvement in their children's education. The Family Liaison will conduct at least two home visits with newly arrived families, more for those with complex adjustment issues, to learn about the family's culture and home learning environment, talk about their children's learning, discuss perceived academic success as well as behavioral challenges, and encourage attendance at school meetings and events. Interpreters will be utilized. The District will sponsor family-centered activities that are inclusive of newly arrived refugees. Refugee parents will be specifically asked to attend parent-teacher conferences, back-to-school meetings, reading nights, school fairs, sports events, and other occasions. Schools will encourage refugee participation in family literacy programs offered by local organizations.

**OBJECTIVE 5: Increase refugee student involvement in school activities**

In order to reduce barriers to refugee student participation in school activities and create new activity opportunities, the Family Liaison and teachers will identify children's interests in extracurricular activities. The Liaison will facilitate students' activity enrollment. CSI Refugee Center will support the District's efforts by offering transportation for students to attend school activities. The Family Liaison will help connect students to community activities such as soccer games and shared student events that promote interaction and understanding.

**School Personnel Training:** The Twin Falls School District will continue to host State Department of Education professional development workshops on English Language Learner Standards and sheltered instruction and will participate, to the extent possible, in Boise and Meridian District trainings.
OUTCOMES EXPECTED

Outcomes expected to be achieved as a result of educational services provided under this contract are specified below. Outcomes address refugee students who arrive during the annual budget period or have arrived during the preceding year. All outcomes will be compared to Fall 2017 baseline data from the school districts.

Outcome 1: Academic Performance

Outcome goal. At least 80% of refugee students will meet expected growth targets, as defined by the Idaho Department of Education, for Spring 2017 and Spring 2018 Idaho State Achievement Test (ISAT).

Outcome measures and reports. The ISAT is given to all students in grades 3-10 every fall and spring. (First year LEP students are not required to take reading and language test sections.) Spring test scores will be the best indicator of student academic progress resulting from project objectives. Refugee student test outcomes will be reported to the district’s Federal Programs Director.

Outcome 2: School Attendance Rates

Outcome goal. Ninety percent of refugee students will meet school district’s policy of at least a 90% attendance rate.

Outcome measures and reports. The District ELL Instructional Coach will report refugee student attendance rates to the Federal Programs Director on a quarterly basis.

Outcome 3: English Language Acquisition

Outcome goal. Ninety percent of refugee students will meet growth targets, as defined by Idaho Department of Education, in the WIDA Access 2.0 test domain.

Outcome measures and reports. The WIDA Access 2.0 assesses English language proficiency levels in reading, speaking, listening, and writing. A placement test is given to English language learners upon enrollment. Every spring the WIDA Access 2.0 test will be given. School districts are accountable for meeting standardized growth levels for each student. Spring test scores will be the best indicator of student progress;

Outcome 4: School Adjustment

Outcome goal. The percentage of refugee students with discipline issues will be same as other students.

Outcome measures and reports. Each school will report the number of refugee student suspensions or expulsions to the Federal Programs Director on a quarterly basis.

Outcome 5: School Advancement

Outcome goal. Ninety-five percent of refugee students will be promoted to next grade level.

Outcome measures and reports. The district’s Federal Programs Coordinator will examine its data base of refugee student records at the end of each school year.
Trimester progress reports will be submitted to the Idaho Office for Refugees no later than February 15, 2018, June 15, 2018 and October 15, 2018. Progress reports will include refugee student outcomes will be measured as presented in the Outcomes section. Process outcomes regarding school orientation, enrollment assistance, parent involvement, academic program improvements, student and parent support services, and school training will be documented and quantified by appropriate measures: type and frequency of service provided, numbers of participants, community partners/volunteers engaged, and other descriptive indicators.
Schedule C
Budget and Billing Procedures

Line item budget totaling $56,235 for the annual contract period is attached. All funding received will be used to provide services as described on Schedule B-1.

The Twin Falls School District will submit monthly invoices to the Idaho Office for Refugees. Invoices will be submitted no later than the 15th day of the following month.
Contract No. IOR-1803 RSIG—Twin Falls School District 411 (October 1, 2017)

Schedule D
Funding Streams and Grant Guidance

Funding Streams:
All activities described in this Agreement are authorized by and subject to the terms and conditions of the following Federal Grant(s):

<table>
<thead>
<tr>
<th>Funding Agency</th>
<th>FAIN</th>
<th>CFDA #</th>
<th>CFDA Title</th>
<th>Award Date(s)</th>
<th>Award Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>DHHS, ACF, ORR</td>
<td>1801DRSOC</td>
<td>93.566</td>
<td>Refugee and Entrant Assistance - State Administered Programs (Not a Research Grant)</td>
<td>11/14/2017</td>
<td>$186,407</td>
</tr>
</tbody>
</table>

Grant Guidance: Links to Grants Policies, Regulations, Principles and Requirements

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
  https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=4&SID=02748a1e7fabc41711ba2b063bc8eb05&ty=HTML&h=L&mc=true&n=pt2.1.200&rel=PART

- Uniform Administrative Requirements, Cost Principles, and Audit Requirement for HHS Awards (45 CFR Part 75)
  https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=df3c54728d090168d3b2e780a6f6ca7c&ty=HTML&h=L&mc=true&n=pt45.1.75&rel=PART

- Post Award Terms and Conditions
  https://www.acf.hhs.gov/grants/post-award-requirements

- Refugee Resettlement Program – Title 45 CFR Part 400
  https://www.acf.hhs.gov/orr/resource/400-refugee-resettlement-program

- HHS Grants Policy Statement

- Federal Restrictions on Lobbying

Attached is the following:
- Cooperative Agreement between USDHHS/ACF/ORR and Janus, Inc.
LICENSED PRODUCT AND SERVICES AGREEMENT

Last updated as of June 2, 2017

1. DEFINITIONS. PowerSchool Group LLC, the licensor of Licensed Product pursuant to this Agreement, is referred to herein as "PowerSchool". The school, school district or other entity licensing Licensed Product is referred to herein as "Licensee." This Licensed Product and Services Agreement is referred to herein as the "Agreement." In addition, the following definitions shall apply:

1.1 Documentation means all written user information, whether in electronic, printed or other format, delivered or made available to Licensee by PowerSchool with respect to Licensed Product, now or in the future, including instructions, manuals, training materials, and other publications that contain, describe, explain or otherwise relate to Licensed Product.

1.2 Embedded Applications means software developed by third parties that may be embedded in or bundled with the software developed by PowerSchool as part of Licensed Product.

1.3 Hosting Services means the hosting of the Licensee’s license to the Licensed Product and Third Party Software by PowerSchool or its hosting providers from a server farm that is comprised of application, data and remote access servers used to store and run the Licensed Product and Third Party Software, including associated offline components.

1.4 Licensed Product(s) means all software (including Embedded Applications) and subsequent versions provided under Support Services and all related Documentation licensed to Licensee pursuant to this Agreement, now or in the future; provided, however, that Licensed Product shall not include any Third Party Software.

1.5 Licensed Sites means Licensee’s schools, administrative offices and other locations at which Licensee conducts its school administrative functions.

1.6 Professional Services means data conversion, implementation, site planning, configuration, integration and deployment of the Licensed Products or Hosting Services, application development, training, project management and other consulting services.

1.7 Support Services is defined in section 3.1 of the Support and Services Policies attached hereto.

1.8 Services means Support Services, Hosting Services and Professional Services collectively.

1.9 State Reporting Code (or SRC) means Licensed Product that may be available to Licensee to assist Licensee in meeting specific state reporting requirements and that is designated as State Reporting Code by PowerSchool.

1.10 Third Party Software means any software product designated as Third Party Software by PowerSchool, and any related documentation supplied to Licensee. Any product designated as Third Party Software is licensed by an entity other than PowerSchool, under different license terms than those set forth herein. Third Party Software is different from Embedded Applications in that PowerSchool licenses the Embedded Applications to Licensee as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). PowerSchool is not the licensor of Third Party Software.

2. LICENSE GRANT

2.1 Basic Terms. Subject to the terms and conditions of this Agreement and the Privacy Policy located at http://www.powerschool.com/customer-contract-privacy-policy, PowerSchool grants to Licensee a restricted, personal, non-exclusive, non-transferable license to use the Licensed Product specified in the PowerSchool’s quotation or acceptance of License purchase order solely to support its school administrative functions, only at the Licensed Sites, not to exceed the maximum student enrollment as set forth in Section 1 of the Supplemental Terms and Conditions. Such license shall be perpetual, unless it is specified in PowerSchool’s price quotation or proposal to Licensee that Licensee’s license will be limited to a specified length of time, or unless this license is terminated under the provisions of this Agreement. In no event may Licensed Product be: (a) used other than at the Licensed Sites; (b) made available via a network or otherwise to any school, school district or third party other than the Licensed Sites; or (c) used to perform service bureau functions for third parties or to process or manage data for locations other than the Licensed Sites. Licensed Product will be provided by PowerSchool and may be used by Licensee in executable code form only, source code to Licensed Product will not be provided. Licensed Product shall only be used as expressly authorized by this Agreement.

2.2 Copies. Licensee shall not make copies of, otherwise reproduce, or allow any unauthorized and/or third-party access to any Licensed Product, except that: (a) Licensee may make copies of the software component of any Licensed Product, in executable code form, only for backup or archival purposes; and (b) Licensee may make unlimited printed copies for Licensee’s internal use of any Documentation delivered by PowerSchool to Licensee. Licensee shall retain and include all of PowerSchool’s or any third parties’ copyright and other proprietary rights notices on all copies of Licensed Product. Licensee shall not otherwise reproduce Licensed Product.

2.3 Supplemental Terms and Conditions. The product-specific terms and conditions set forth in the Supplemental Terms and Conditions attached hereto are incorporated herein by reference. These additional terms and conditions are applicable to the extent that Licensee licenses any of the specific products or modules listed therein.

3. PROPRIETARY RIGHTS

3.1 Restrictions on Use of the Licensed Product and Services. Licensee shall use the Licensed Products and Services only for the internal business purposes of Licensee. Licensee shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Licensed Products or Services; (ii) decipher, decompile, reverse assemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Licensed Products or Services, in whole or in part, for competitive purposes or otherwise; (iii) write or develop any derivative works based upon the Licensed Product or Services; (iv) modify, adapt, translate or otherwise make any changes to the Licensed Products or Services or any part thereof; (v) use the Licensed Products or Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vi) disclose or publish, without PowerSchool prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Licensed Products or Services; or (vii) otherwise use or copy the same except as expressly permitted herein. Licensee shall not transfer, assign, provide or otherwise make Licensed Products, Services or this Agreement available to any other party without the prior written consent of PowerSchool. Any attempted sublicense, assignment or transfer of any rights, duties or obligations by Licensee in violation of this Agreement shall be void. Licensee shall hold PowerSchool harmless from claims for damages resulting from Licensee’s misuse of the
Licensed Products and Services, including PowerSchool's intellectual property.

3.2 Intellectual Property Rights. Licensed Product is proprietary to PowerSchool and/or third parties and is protected by copyright, trade secret, and other intellectual property rights. The placement of a copyright notice on any portion of Licensed Product does not mean that such portion has been published and will not derogate any claim of trade secret protection for the same. Title to all complete or partial copies, and all applicable rights to copyrights, patents, trademarks and trade secrets in Licensed Product are and shall remain the property of PowerSchool or their other owners, as applicable.

3.3 Confidentiality. Licensee agrees to keep Licensed Product confidential and to prevent unauthorized disclosure or use of Licensed Product in Licensee's possession. Licensee shall notify PowerSchool immediately in writing of any unauthorized use or distribution of Licensed Product of which Licensee becomes aware and shall take all steps necessary to ensure that such unauthorized use or distribution is terminated. For any Licensed Product for which PowerSchool makes available passwords or other user identification technology to access such Licensed Product, Licensee shall advise all users of such passwords or other user identifications that such passwords or user identifications must be maintained in confidence and not transmitted or shared.

4. SUPPORT AND OTHER SERVICES. Any Support and/or Professional Services and/or Hosting Services ordered from PowerSchool by Licensee in connection with the license of Licensed Product shall be provided by PowerSchool pursuant to PowerSchool's terms, conditions and policies applicable at the time of order to the particular Services purchased. PowerSchool's current terms, conditions and policies for delivery of Support and Services, which are subject to change from time to time, are attached hereto as the Support and Services Policies. Licensee's license of Licensed Product does not, by itself, entitle Licensee to any support, upgrades, patches, fixes or the like for Licensed Product; Licensee must maintain a current Support subscription and pay any applicable Support fees to be eligible for Support Services. Support Services must be purchased for all licenses in Licensee's possession. Support may not be purchased or renewed for a subset of such licenses only. Support Services may not be used as a substitute for Professional Services.

5. FEES AND TAXES. Licensee agrees to pay PowerSchool, in accordance with PowerSchool's invoice terms, the fees charged for the Licensed Products and related Services and/or other items ordered by Licensee, together with any other charges made in accordance with this Agreement, and all applicable sales, use or other taxes or duties, however designated, except for taxes based on PowerSchool's net income. Licensee agrees to also pay for PowerSchool's reasonable travel and lodging expenses for Services performed at Licensee's premises, at actual cost. If Licensee claims tax exempt status, Licensee agrees to provide evidence of such tax exemption upon PowerSchool's request. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Licensee shall be responsible for any and all taxes and assessments that arise from this Agreement and related transactions (except for taxes based upon PowerSchool's net income). Licensee shall pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate. All pricing set forth in any PowerSchool quotation or invoice is in United States dollars unless otherwise specified.

6. THIRD PARTY SOFTWARE LICENSE TERMS; EMBEDDED APPLICATIONS; OPEN SOURCE SOFTWARE. Any software designated by PowerSchool as Third Party Software is provided to Licensee pursuant to a separate license agreement between Licensee and the third party supplier, which will be provided to Licensee by the third party supplier. All support, warranties, and services related to Third Party Software are provided by the supplier of the Third Party Software under such third party's terms and conditions, and not by PowerSchool, unless otherwise specifically provided under this Agreement. Only Sections 5, 6, 9 and 12 of this Agreement apply to Third Party Software and all additional terms and conditions applicable to the third party's software are set forth in this Agreement. In addition, Licensed Product may contain Embedded Applications. If any additional license terms are identified in the Supplemental Terms and Conditions with respect to any Embedded Applications, Licensee shall comply with such conditions with respect to such applications. Certain Embedded Applications may also be subject to "open source" licensing terms. In some cases, the open source licensing terms may conflict with portions of this Agreement, and to the extent of any such conflict, the open source licensing terms shall govern, but only as to the software components subject to those terms. Notwithstanding the foregoing, Licensee acknowledges that if any open source software component is licensed under terms that permit Licensee to modify such component, and if Licensee does so modify such component, then PowerSchool will not be responsible for any incompatibility with such modifications and the remainder of the Licensed Product.

7. COMPATIBLE PLATFORMS/HARDWARE. Licensee is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software and other items required to use and access Licensed Product. PowerSchool will not be responsible for any incompatibility between Licensed Product and any versions of operating systems, hardware, browsers or other products not specifically approved by PowerSchool for Licensee's use with Licensed Product. PowerSchool will make written requirements available to Licensee at Licensee's request.

8. LIMITED MEDIA WARRANTY. PowerSchool warrants that the media on which Licensed Product is recorded shall be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase. Licensee's exclusive remedy under this Section shall be replacement of the defective media.

9. DISCLAIMER OF OTHER WARRANTIES. LICENSED PRODUCT AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (EXCEPT AS PROVIDED IN SECTION 8) AND POWERSCHOOL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, POTENTIAL IMPLEMENTATION DELAYS, AND NON-INFRINGEMENT. POWERSCHOOL DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE OPERATION OF THE LICENSED PRODUCT OR HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, POWERSCHOOL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE LICENSED PRODUCT OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. LICENSEE AGREES THAT THE USE OF LICENSED PRODUCT AND SERVICES IS AT LICENSEE'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY POWERSCHOOL OR A POWERSCHOOL REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO LICENSEE.

10. STATE REPORTING CODE. Unless PowerSchool specifically offers SRC for Licensee's state, PowerSchool makes no representation that Licensed Product includes any SRC designed to meet the reporting requirements of Licensee's state. If PowerSchool does offer SRC for Licensee's state, Licensee acknowledges that the SRC is intended as a tool to assist Licensee in complying with state regulatory requirements; however, PowerSchool does not warrant that the SRC conforms to, or that use of the SRC will ensure Licensee's compliance with all, state regulatory requirements that may apply or that the SRC will be maintained to conform to such requirements now or in the future. It is Licensee's, and not PowerSchool's, responsibility to understand and comply with all such requirements.

11. TERMINATION

11.1 Termination for Breach. PowerSchool shall have the right to suspend performance under this Agreement in the event that Licensee is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event
the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that PowerSchool shall have the right to terminate this Agreement immediately upon written notice in the event that Licensee breaches any of its obligations under Section 3. Licensee further acknowledges that, if such breach of the provisions of Section 3 could result in irreparable injury to PowerSchool, PowerSchool shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

11.2 Effects of Termination. In the event of any termination of all or any portion of this Agreement, Licensee shall not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. In addition, the provisions of Sections 3, 5, 6, 9, 11, 12 and 13 shall survive termination of this Agreement. Immediately upon any termination of a license for any Licensed Product under this Agreement, Licensee shall, at its own expense, either return to PowerSchool or destroy all copies of such Licensed Product and associated Third Party Software in its possession or control, and shall forward written verification to PowerSchool that all such copies of such Licensed Product, and Third Party Software have either been destroyed or returned to PowerSchool.

11.3 Liquidated Damages. In the event that Licensee enters into a multi-year contract with PowerSchool and Licensee terminates the contract prior to the expiration thereof, Licensee agrees to pay to PowerSchool the remaining sum due due to PowerSchool through the stated term of the contract as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Licensee terminates this Agreement as a result of PowerSchool's breach in accordance with Subsection 11.1 herein. Notwithstanding the foregoing, Licensee shall not be liable for said liquidated damages in the event that: (i) Licensee provides PowerSchool at least thirty (30) days advance notice of the effective date of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Licensee's contract. Licensee shall not utilize this clause as a right to terminate the contract for convenience. PowerSchool reserves the right to seek documentation evidencing the non-appropriation of funds.

12. LIMITATION OF LIABILITY. POWERSCHOOL SHALL NOT BE LIABLE TO LICENSEE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, LICENSED PRODUCT, THIRD PARTY SOFTWARE, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF POWERSCHOOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND, OR ARBITRATION, THE EXCLUSION OF DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY LICENSEE TO POWERSCHOOL HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF POWERSCHOOL RELATING TO SUPPORT SERVICES OR HOSTING SERVICES EXCEED THE TOTAL AMOUNT OF MONEY PAID BY LICENSEE TO POWERSCHOOL DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO THE PARTICULAR SUPPORT SERVICES OR HOSTING SERVICES ON WHICH THE CLAIM IS BASED.

13. GENERAL

13.1 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. This Agreement shall not be subject to the Uniform Computer Information Transactions Act.

13.2 Compliance Verification. During the term of the Agreement and for a period of one year following its termination, PowerSchool shall have the right to verify Licensee's full compliance with the terms and requirements of the Agreement. Licensee shall (A) provide any assistance reasonably requested by PowerSchool or its designee in conducting any such audit, including installing and operating audit software, (B) make requested personnel, records, and information available to PowerSchool or its designee, and (C) in all cases, provide such assistance, personnel, records, systems access and information in such a manner as to facilitate the timely completion of such compliance verification. If such verification process reveals any noncompliance, Licensee shall reimburse PowerSchool for the reasonable costs and expenses of such verification process incurred by PowerSchool (including but not limited to reasonable attorneys' fees), and Licensee shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of PowerSchool's termination rights and do not affect PowerSchool's right to payment for Services and interest fees related to usage in excess of the quantities purchased.

13.3 General Provisions. Neither party shall be held liable to the other party for failure of performance where such failure is caused by supervening conditions beyond that party's control, including acts of God, civil disturbance, strikes or labor disputes. If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, this Agreement shall be enforced to the maximum extent possible to effectuate the original express intent of the parties. Licensee may bring no action arising out of this Agreement, regardless of form, more than one (1) year after the cause of action has arisen. In the case of notices to PowerSchool, such notices shall be sent to: PowerSchool Group LLC, Attn General Counsel, 150 Parkshore Drive, Folsom, CA 95630. In the case of notices to Licensee, such notices shall be sent to PowerSchool's address of record for Licensee. Either party may change its notice address by notifying the other in the manner. Licensee agrees that the terms of this Agreement, including all pricing for PowerSchool's products and services, shall be kept confidential and not disclosed to any third party without the prior written consent of PowerSchool.

13.4 Facilities. Licensee acknowledges that certain Services are intended to be performed by PowerSchool off-site (e.g., through remote communication capabilities). If any portion of the work will be performed on Licensee's premises, Licensee agrees to provide appropriate access to utilities, work space and other on-site accommodations reasonably necessary to enable PowerSchool to perform such work.

13.5 Confidentiality. PowerSchool agrees to use commercially reasonable efforts to maintain the confidentiality of Licensee confidential information that is disclosed to PowerSchool in connection with the performance of services, and to use such Licensee confidential information solely for purposes of performing services hereunder. PowerSchool shall require its employees, agents and subcontractors performing work hereunder to do likewise. For purposes of this Section, "Licensee confidential information" shall mean any student or personnel data belonging to Licensee, or any other Licensee information that is identified as confidential at the time of disclosure, provided, however, that this definition and the obligations of this Section shall not extend to any information that: (a) is or becomes publicly known through no fault or negligence of PowerSchool; (b) is or becomes lawfully available from a third party without restriction; (c) is independently developed by PowerSchool; or (d) is disclosed without restriction by Licensee to any third party at any time.

13.6 Limited License. Licensee grants to PowerSchool a non-exclusive, royalty free license, to use equipment, software, Licensee data or other material of Licensee solely for the purpose of performing its obligations under the Agreement. However, PowerSchool may use and distribute the Licensee data for any lawful purpose outside the scope of the Agreement, provided always that such data must be aggregated and/or de-identified.

13.7 Export. Without in any way limiting the restrictions on transfer set forth elsewhere in this Agreement, Licensee specifically agrees that Licensee will not, directly or indirectly, export or transfer any export-controlled commodity, technical data or software: (a) in violation of any laws, regulations, rules or other limitations imposed by any government authority; or (b) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals.

13.8 U.S. Government Restricted Rights. Licensed Product is a "commercial item" as that term is defined in 48 C.F.R. §2.101,
agreement between the parties with respect to its subject matter, and supersedes all prior discussions, understandings, negotiations, proposals and negotiations with respect to same. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Licensee with respect to Licensed Product or any related support or services, and PowerSchool hereby refuses any such different or additional provisions in purchase orders or other documents. By mutual agreement of the parties, this Agreement is effective upon receipt and supersedes all prior Agreements entered into by the parties, the parties' agents, and/or the parties' previous affiliates. This Agreement shall not be modified or amended without the written agreement of both parties.

### SUPPLEMENTAL TERMS AND CONDITIONS

1. **PRICING; ENROLLMENT INCREASES.** Licensee pricing for Licensed Product is based on student enrollment at the Licensed Sites. If an increase in student enrollment in excess of five percent (5%) occurs at the Licensed Sites, then Licensee shall pay additional license and support fees to PowerSchool in accordance with PowerSchool's invoice. Such additional fees shall be computed by multiplying the then-current per student license and support fees for Licensed Product by Licensee's additional enrollment. Licensee's subsequent Support invoices will be based on the increased enrollment as well.

2. **TERMS RELATING TO EMBEDDED APPLICATIONS**

2.1 Oracle. The following terms are applicable to a certain Embedded Application known as Oracle Database Enterprise Edition (the "Oracle Software"): (a) The Oracle Software may only be used in conjunction with the Licensed Product and solely for Licensee's internal business purposes. (b) Licensee has no liability whatsoever to Licensee for any damages, whether direct, indirect, incidental, or consequential arising from Licensee's use of Licensed Product or the Oracle Software. (c) Licensee is prohibited from publishing the results of any benchmark tests run on the Oracle Software. (d) Licensee shall be prohibited from timesharing, rental, facility management, or service bureau use of the Oracle Software. (e) Licensee is not entitled, by PowerSchool or Oracle, during normal business hours to verify compliance with the terms of this Agreement. (f) Oracle shall be a third party beneficiary of this Agreement. (g) Oracle shall have no performance obligation or liability to Licensee in connection with this Agreement. (h) Should the Oracle Software contain any source code provided by Oracle, such source code shall be governed by the terms of this Agreement.

### SUPPORT SERVICES POLICIES

1. **DEFINITIONS.** Capitalized terms not defined herein shall have the meanings assigned to them in the applicable Licensed Product Agreement ("Agreement") between Licensee and PowerSchool to which these Support and Services Policies ("Policies") are attached. In addition, for purposes of these Policies, the following definitions shall apply:

   Errors shall mean a reproducible failure of Licensed Product to operate in accordance with its standard Documentation, despite the proper installation and use of Licensed Product in a proper operating environment and on hardware and system software sufficient to meet PowerSchool's then-current minimum requirements, which are subject to change as New Versions are released. User mistakes are not Errors within the meaning of these Policies. Errors may be due to problems in Licensed Product, the Documentation, or both.

   Fix shall mean a patch, service pack or corrective update of Licensed Product that PowerSchool may prepare in its discretion on an interim basis, prior to issuance of a New Version, to correct programming Errors that prevent or obstruct normal operation of Licensed Product in accordance with the applicable then-current Documentation.

New Products shall mean new products, programs or modules developed by PowerSchool that provide features, functions or applications not included in the Licensed Product originally licensed by Licensee and for which additional license fees apply as determined by PowerSchool. A New Product may be usable with or in addition to the Licensed Product originally licensed by Licensee. New Products will be licensed to Licensee under the terms of PowerSchool's then-current license agreement only after payment of applicable fees.

New Version shall mean an updated version of Licensed Product issued by PowerSchool, which may include Fixes, together with such other modifications, updates, enhancements and improvements to Licensed Product that PowerSchool may, in its discretion, develop and deem ready for distribution and that PowerSchool ordinarily provides to all customers with a current support subscription to such Licensed Product.

Support Services shall mean those support services described in Section 3.1 below that will be provided hereunder with respect to Licensed Product during Licensee's Support Term.

Support Term shall mean the length of time Support Services are to be provided hereunder and for which Licensee has paid any applicable
Support Services fees, including any initial Support Term and any renewal Support Terms.

Telephone and E-mail Support shall mean telephone and e-mail support services, available Monday through Friday, during PowerSchool's normal business hours, exclusive of PowerSchool's holidays, regarding Licensee's use of Licensed Product and any problems that Licensee experiences in using Licensed Product.

1. Support Term; Fees. Support Services for Licensed Product are available at an additional cost. For Support Services purchased concurrently with Licensee's license to Licensed Product, the initial Support Term will begin upon shipment (FOB PowerSchool's place of shipment) of Licensed Product and, or, in the case of Licensed Product made available for download electronically, upon PowerSchool's provision of the necessary licensing information to enable Licensee to download Licensed Product and terminate one (1) year thereafter, unless a different Support Term is specified in PowerSchool's written acknowledgment of Licensee's order, or unless terminated earlier in accordance with the terms of these Policies or the Agreement. Either party may terminate the provision of Support Services as of the end of the then-current Support Term by providing written notice to the other party prior to the end of the then-current Support Term that such party does not wish to renew the Support Term. Licensee shall provide written notice of non-renewal at least thirty (30) days prior to the applicable Support Term. If non-renewal is given by either party, the Support Term will automatically renew for the applicable renewal term stated in PowerSchool's renewal invoice at the then current Support fees; otherwise, Licensee's Support Term will terminate at the end of Licensee's current paid-up Support Term. If Licensee's Support Term is so terminated due to non-payment, and then PowerSchool subsequently reinstates Licensee's access to support, such reinstated access shall remain subject to the terms of these Policies and payment of applicable reinstatement fees. PowerSchool reserves the right to charge reinstatement fees in the event deactivated licenses are reactivated. For the initial Support Term, Licensee shall pay the charges specified in PowerSchool's initial invoice. For renewal Support Terms, Licensee shall pay PowerSchool's then-current annual Support Services fees. PowerSchool may supply new or modified Support and Services Policies or other terms and conditions to Licensee related to the provision of Support Services in a renewal term, in which event such new or modified Support and Services Policies or other terms and conditions will govern PowerSchool's provision of Support Services in such renewal term.

2. Support Services Scope. PowerSchool, or an entity under contract with and authorized by PowerSchool to provide Support Services, will provide Support Services for Licensed Product during the Support Term. The scope of Support Services shall be as follows:

(a) Telephone and E-mail Support shall include: (a) access to an online support website as maintained by PowerSchool for customers maintaining a current support subscription; (c) Fixes, as defined and made generally available by PowerSchool in its discretion to address Errors that Licensee is experiencing in using Licensed Product; and (d) New Versions, as developed and made generally available by PowerSchool.

(b) Support Services do not include New Products. PowerSchool determines, in its sole discretion, what constitutes a New Product (for which additional license fees apply), and what improvements and enhancements to existing Licensed Product functionality are to be included in a New Version (and are therefore provided at no charge to customers with a current support subscription).

(c) Custom Programs. For any custom programs developed for Licensee by PowerSchool, Support Services are available only on a time and material's basis at PowerSchool's current rates and charges for these services; support for custom programs is not included in Support Services. In addition, to the extent that Licensed Product includes any functionality that allows Licensee to customize screens or reports, PowerSchool will support the application infrastructure utilized to create such customizations but will not be responsible for supporting any such customizations.

3. Requisite Training. In order to receive Support Services described herein, Licensee must purchase appropriate training regarding the use and operation of Licensed Product. Telephone and E-mail Support may be limited to a specified number of authorized representatives of Licensee who have been appropriately trained.

4. Enhancements to SRC. PowerSchool may provide certain enhancements to SRC to customers that are current in their payment of annual Support fees for the SRC to PowerSchool. However, PowerSchool reserves the right, in its discretion: (a) to require that additional fees be paid by customers desiring that SRC be updated in connection with new reporting requirements in their state, in the event that such state's education department or equivalent entity makes changes to the state's reporting requirements that were not anticipated at the time PowerSchool determined its applicable Support fees for the SRC in that state; or (b) not to make further changes or enhancements to SRC in a given state based on lack of market demand, the nature and scope of the changes required, or other factors.

5. Authorized Representatives. If Licensee has purchased Support Services for the Licensed Product from PowerSchool, then in order to receive such Support Services, Licensee shall identify to PowerSchool up to two (2) people who will contact PowerSchool with any technical and product questions ("Authorized Representatives"). If it is desired that additional Authorized Representatives be permitted to contact PowerSchool for Support, Licensee must pay additional Support fees for such additional Authorized Representatives. All such Authorized Representatives shall complete, at a minimum, PowerSchool's Initial Product Training for the Licensed Product. Licensee shall provide PowerSchool with a written list of its Authorized Representatives as part of the implementation process for the Licensed Product, and shall keep PowerSchool informed of replacements for Authorized Representatives as soon as possible after the replacements occur.

6. Licensee's Other Responsibilities. To receive Support Services, Licensee shall: (a) report Errors or suspected Errors for which Support Services are needed, and supply PowerSchool with sufficient information and data to reproduce the Error; (b) procure, install, operate and maintain hardware, operating systems and software that are compatible with the most current supported version of Licensed Product; (c) establish adequate operational back-up provisions in the event of malfunctions or Errors; (d) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Licensed Product; (e) maintain hardware and system software consistent with PowerSchool's minimum requirements; and (f) timely install all Fixes and New Versions supplied by PowerSchool in the proper sequence, and have the most current version of Licensed Product installed. Licensee acknowledges that Fixes and New Versions are made available electronically, and that, in some cases, PowerSchool may maintain e-mail distribution lists that are used to notify customers of the availability of Fixes and New Versions and to provide other information to customers that are maintaining a current support subscription. Licensee shall be responsible for including the appropriate Licensee personnel on any such e-mail distribution lists of PowerSchool so that Licensee receives such notifications and other information.

7. Support For Prior Versions. Licensee must timely install all Fixes and New Versions to receive Support Services. In some cases, it may not be practical for certain customers to install a New Version immediately upon release. Therefore, PowerSchool may, in its discretion, continue to provide Telephone and E-mail Support for the prior version of Licensed Product for a period of time after release of a New Version. Licensee acknowledges that Fixes and other code maintenance will not be available for prior versions of Licensed Product (including SRC) after the release of a New Version.

8. PROFESSIONAL SERVICES

1. Fees and Expenses. In addition to providing Support Services during the Support Term, PowerSchool will perform such other Professional Services (training, installation, consulting, project management, etc.) as may be specified in PowerSchool's written
acknowledgment of Licensee’s order, or as may be subsequently agreed upon by the parties; provided that PowerSchool may, at its option, arrange for any such services to be performed by another entity on behalf of PowerSchool if Licensee agrees to pay for such services at the rates and charges specified in PowerSchool’s written acknowledgment of Licensee’s order, or, for work subsequently requested, at the rates agreed upon by Licensee and PowerSchool for such subsequent work. PowerSchool reserves the right to require a purchase order or equivalent documentation from Licensee prior to performing any such Services, or to require prepayment of certain Services. Unless otherwise specified, all rates quoted are for services to be performed during PowerSchool’s normal business hours; additional charges may apply for evenings, weekends or holidays. Licensee shall also pay PowerSchool for travel expenses (lodging, meals, transportation and other related expenses) incurred in the performance of services. All such additional charges will be due and payable concurrently with payment for services. PowerSchool reserves the right to impose a minimum labor charge for each on-site visit. The rates and charges specified in PowerSchool’s acknowledgment of Licensee’s order shall apply to those services originally ordered; however, PowerSchool reserves the right to change service rates or other terms as a condition of entering into any subsequent service engagement. In the event that Licensee pays in advance for any services, all services must be scheduled and delivered within twelve (12) months of such payment, unless otherwise agreed in writing by PowerSchool, any portion of any prepaid services amount that has not been used by Licensee toward services actually rendered within such twelve (12) month period shall be forfeited.

2. Training. PowerSchool reserves the right to limit the number of persons permitted to attend any training class in accordance with PowerSchool’s training standards.

3. Services Cancellation. Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee’s request.

4. Ownership Of Materials. PowerSchool shall be the owner of all copyrights, patent rights and other intellectual property rights in any software code, documentation, reports or other deliverables (collectively, “Deliverables”) created for or provided to Licensee pursuant to Professional Services. Provided that Licensee pays PowerSchool all fees and expenses associated with the development and provision of such Deliverables, Licensee shall have a paid-up, royalty-free license to use such Deliverables for Licensee’s internal use only, solely for the purpose for which such Deliverables were provided. Nothing in this Agreement shall prevent PowerSchool from providing any Deliverables to PowerSchool’s other customers or third parties. Notwithstanding the foregoing, PowerSchool acknowledges and agrees that any Licensee confidential information (as defined in Section 13.5 of these Policies) that is incorporated into any Deliverable remains subject to the provisions of such Section.

III. HOSTING SERVICES

1. Term; Fees. Hosting Services are available at an additional cost. For Hosting Services purchased concurrently with Licensee’s license to Licensed Product, Licensee’s initial Hosting Term will begin upon PowerSchool’s written acknowledgment of Licensee’s order and terminate one (1) year thereafter. (“Hosting Term”) unless a different Hosting Term is specified in PowerSchool’s written acknowledgment of Licensee’s order, or unless terminated earlier in accordance with the terms of these Policies or the Agreement. Either party may terminate the provision of Hosting Services with effect as of the end of the then-current Hosting Term by providing written notice to the other party prior to the end of the then-current Term that such party does not wish to renew the Hosting Term. PowerSchool will provide Licensee with at least sixty (60) days’ notice if PowerSchool determines that it will no longer offer Hosting Services to Licensee (but in any event will continue providing Hosting Services for the balance of the current term for which Licensee has prepaid for such Services). If no notice of non-renewal is given by either party, then PowerSchool will invoice Licensee for the applicable renewal fees for a subsequent Hosting Term. If Licensee’s Hosting Term is terminated due to non-payment, and then PowerSchool subsequently reinstates Licensee’s access to Hosting Services, such reinstated access shall remain subject to the terms of these Policies and payment of applicable reinstatement fees. For the initial Hosting Term, Licensee shall pay the charges specified in PowerSchool’s initial invoice. For renewal Terms, Licensee shall pay PowerSchool’s then-current annual Hosting Services fees. PowerSchool may supply new or modified Support and Services Policies or other terms and conditions to Licensee related to the provision of Hosting Services in a renewal term, in which event such new or modified Support and Services Policies or other terms and conditions will govern PowerSchool’s provision of Hosting Services in such renewal term. Should Licensee decide to terminate hosting services, Licensee will retain its license to Licensed Product, subject to the terms of this Agreement.

2. Availability. Licensee acknowledges and agrees that the Licensed Product may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of PowerSchool or are not reasonably foreseeable by PowerSchool, including, but not limited to: the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively “Downtime”). PowerSchool shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Product caused by Downtime, whether scheduled or not.

3. Acceptable Use Policy. Licensee acknowledges and agrees that PowerSchool does not monitor or police the content of communications or data of Licensee’s users transmitted through the Services, and that PowerSchool shall not be responsible for the content of any such communications or transmissions. Licensee shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and PowerSchool’s policies. Licensee agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. PowerSchool may remove any violating content posted or transmitted through the Hosting Services, without notice to Licensee. PowerSchool may suspend or terminate any user’s access to the Hosting Services upon notice in the event that PowerSchool reasonably determines that such user has violated the terms and conditions of this Agreement.

4. Security. Licensee will not: (a) breach or attempt to breach the security of the Hosting Services, or any part of those services or data, computers or other hardware relating to or used in connection with the Hosting Services, or any third party that is hosting or interacting with any part of the Hosting Services; or (b) use or distribute through the Hosting Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Hosting Services or the operations or assets of any other customer of PowerSchool or any third party. Licensee will comply with the user authentication requirements for use of the Hosting Services. Licensee is solely responsible for monitoring its authorized users’ access to and use of the Hosting Services. PowerSchool has no obligation to verify the identity of any person who gains access to the Hosting Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Licensee, and PowerSchool shall not be liable for any damages incurred by Licensee or any third party resulting from such breach. Licensee must immediately take all necessary steps, including providing notice to PowerSchool, to effect the termination of an access ID for any unauthorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred.

5. Data. Licensee has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submit to the Hosting Services.
THIS AGREEMENT, entered into on this 8th day of January 2018 between Lauren Jones, ASL Interpreter, (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 8th of January 2018 and remain in effect until the 24th 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 ASL Interpreters. Provider will supply support services with a current copy of said license each year.
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. Provider's 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 ASL Interpreting services. If the provider will be unavailable for a day, provider agrees to contact the schools and support services. 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 in advance if the ASL Interpreter is required to attend.

ARTICLE 11. COMPENSATION FOR SERVICES
Provider shall be compensated in the amount of $33.00 per hour based on 7 hours per day for the duration of the contract 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.
Lauren Jones

Michael Gemar
Director Support Services
Twin Falls School District
301 Main Ave East
Twin Falls, Idaho 83301
Date: January 3, 2018

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

From: Sonia DeLeon, Human Resources Manager

Re: Certified Release of Contract

The following certified employee has submitted a resignation letter requesting to be released from her contract:

- Hillary Frost, Teacher- Science at South Hills Middle School

The Human Resource Department recommends to the Superintendent and the Board of Trustees that this individual be released from her contract.
Date: January 3, 2018

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 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>Casie King</td>
<td>Para Educator at Canyon Ridge High School</td>
</tr>
<tr>
<td>Heather Holston</td>
<td>Pass Room Supervisor at Canyon Ridge High School</td>
</tr>
<tr>
<td>Kimberly Cox</td>
<td>Para Educator at Lincoln Elementary School</td>
</tr>
<tr>
<td>Mariah Preston</td>
<td>Playground Aide at Harrison Elementary School</td>
</tr>
</tbody>
</table>

The individual listed below is a current employee that has accepted 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>Shelli Hendriks</td>
<td>Assistant Food Service Manager at South Hills Middle School</td>
</tr>
</tbody>
</table>

All are in the process of completing the necessary consent, I-9’s, drug free workplace 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: January 3, 2018

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

From: Sonia DeLeon, Human Resources Manager

Re: Classified Retirements

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

- Nelda Gayer, Paraeducator (ERC) at Oregon Trail Elementary School
- Shelli Stewart, Food Service Kitchen Manager at Sawtooth Elementary

The Human Resource Department recommends to the Superintendent and the Board of Trustees that we accept these resignations.
Date: January 3, 2018

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:

- Janice Burrow – Playground Aide at Harrison Elementary School
- Josselyn Smith – Behavior Para educator at Twin Falls High School
- Assia Hamdi – Para educator at Perrine Elementary School
- Emilee Hunter – Literacy Para educator at Rock Creek Elementary School
- Virginia Aguirre – Behavior Para educator at Perrine Elementary School

The Human Resources Department recommends to the Superintendent and the Board of Trustees that we accept these resignations.
Date: January 3, 2018

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

From: Sonia DeLeon, Human Resources Manager

Re: Extra-Curricular Employee

It is the recommendation of the Human Resources Department to the Superintendent and the Twin Falls School District Board of Trustees that this individual listed below be 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.

| Mohamed Talaso | 8th Grade Basketball (Boys) | Robert Stuart Middle School |

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

William Brulotte
Associate Superintendent
Date: January 3, 2018

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

• Brinley Miller – JV Assistant Softball Coach at Canyon Ridge High School

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

• David Palmer – 8th Basketball Coach (Girls) at South Hills Middle School

The Human Resources Department recommends to the Superintendent and the Twin Falls School District Board of Trustees that we accept these resignations.
January 3, 2018

To: Dr. Brady D. Dickinson, Superintendent  
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- Content Specialist from the Professional Standards Commission for the following individual:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karley Wilkins</td>
<td>Teacher – 4th Grade</td>
<td>Harrison Elementary School</td>
</tr>
</tbody>
</table>

The above individual has been hired as a 4th grade teacher for the 2017-18 school year. Ms. Wilkins is currently enrolled in the education program and is scheduled to complete the course by May 2018. In order for this employee to be employed as a 4th grade teacher, the board will need to declare an "area of need." To declare an area of need, 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.
January 3, 2018

To: Dr. Brady D. Dickinson, Superintendent  
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-Content Specialist from the Professional Standards Commission for the following individual:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rachelle Straubhaar</td>
<td>Teacher – 3rd Grade</td>
<td>Harrison Elementary School</td>
</tr>
</tbody>
</table>

The above individual has been hired as a 3rd grade teacher for the 2017-18 school year. Ms. Straubhaar is currently enrolled in the education program and is schedule to complete the course by May 2018. In order for this employee to be employed as a 3rd grade 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.
## Employee of the Month Questions

<table>
<thead>
<tr>
<th>Name:</th>
<th>Diana Fullmer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position:</td>
<td>Playground Aide</td>
</tr>
<tr>
<td>Hometown:</td>
<td>Twin Falls</td>
</tr>
<tr>
<td>Inspiration:</td>
<td>Patty Fullmer</td>
</tr>
<tr>
<td>Pet Peeve:</td>
<td>Letting people borrow things and then not returning them</td>
</tr>
<tr>
<td>You Have a 10 Minute Speech to give at a High School. What is the Title?</td>
<td>The Golden Rule</td>
</tr>
<tr>
<td>What Word Describes you Best?</td>
<td>fast</td>
</tr>
<tr>
<td>One Thing People Don’t Know About You:</td>
<td>Loves collecting costume jewelry, but does not wear it</td>
</tr>
<tr>
<td>If you Could be any Character in Fiction, Who Would you be?</td>
<td>Cinderella</td>
</tr>
<tr>
<td>Favorite Movie or Book:</td>
<td>Cinderella Man</td>
</tr>
<tr>
<td>Which Sitcom, Past or Present, is most Reflective of your Life?</td>
<td>Dark Shadows</td>
</tr>
<tr>
<td>How do you want to be Remembered?</td>
<td>I tried to put others before myself, and my faith in God.</td>
</tr>
<tr>
<td>The Favorite Part of My Day Is:</td>
<td>Talking to the kids outside</td>
</tr>
</tbody>
</table>

Principal Note:

Diana is a true treasure on the Rock Creek Staff. She is willing to go above and beyond the call of duty on a daily basis. She is one of our playground aides, but volunteers in classrooms, helps out in the office and is willing to step in and help out wherever needed. She always has a smile on her face and brings a positive upbeat personality to our building. She thoroughly enjoys the children and interacts with them as much as she can during the day and out on the playground. We feel we hit the jackpot when Diana agreed to come to Rock Creek.
<table>
<thead>
<tr>
<th>Name:</th>
<th>Lori Hinton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position:</td>
<td>Teacher – 3rd grade</td>
</tr>
<tr>
<td>Hometown:</td>
<td>Twin Falls, Idaho</td>
</tr>
<tr>
<td>Inspiration:</td>
<td>My inspiration comes from my family and my faith.</td>
</tr>
<tr>
<td>Pet Peeve:</td>
<td>Dishonesty</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 limitations stop you from accomplishing your goals.</td>
</tr>
<tr>
<td>What Word Describes you Best?</td>
<td>Determined</td>
</tr>
<tr>
<td>One Thing People Don’t Know About You:</td>
<td>I would live in New York City if I could.</td>
</tr>
<tr>
<td>If you Could be any Character in Fiction, Who Would you be?</td>
<td>Linus Van Pelt</td>
</tr>
<tr>
<td>Favorite Movie or Book:</td>
<td>I don’t have any favorites – I enjoy good movies and books, so my favorite could end up being the last book I read or the latest movie that I watched.</td>
</tr>
<tr>
<td>Which Sitcom, Past or Present, is most Reflective of your Life?</td>
<td>The Goldberg’s</td>
</tr>
<tr>
<td>How do you want to be Remembered?</td>
<td>I’d like to be remembered as a nice person, who liked kids, dogs, cats and a few random grown-ups.</td>
</tr>
<tr>
<td>The Favorite Part of My Day Is:</td>
<td>The morning – the calm, quiet time before life gets busy.</td>
</tr>
</tbody>
</table>

Principal Note:

Mrs. Hinton is an absolute joy to have on staff. She has a great sense of humor but also has a burning desire to make sure each of her students are successful. She seeks out advice from colleagues, but also is willing to research and find the strategies that will help all students. She brings a wealth of EL knowledge to the staff and is a driving force behind our EL after school tutoring program. She reevaluated the program at the end of last year and has made significant changes that are allowing the EL students to be given a variety of tools to be successful. She is the first to volunteer for any task and does so with a positive attitude and smile on her face. We are so very fortunate to have such a kind, caring and dedicated educator on our staff. She is so very deserving of this honor.
## EMPLOYEE OF THE MONTH QUESTIONS

<table>
<thead>
<tr>
<th>Name:</th>
<th>Amy Adamson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position:</td>
<td>1st grade teacher</td>
</tr>
<tr>
<td>Hometown:</td>
<td>Twin Falls, ID</td>
</tr>
<tr>
<td>Inspiration:</td>
<td>My family</td>
</tr>
<tr>
<td>Pet Peeve:</td>
<td>When people chew loudly</td>
</tr>
<tr>
<td>You Have a 10 Minute Speech to give at a High School. What is the Title?</td>
<td>Hard work won't kill you</td>
</tr>
<tr>
<td>What Word Describes you Best?</td>
<td>Crazy</td>
</tr>
<tr>
<td>One Thing People Don't Know About You:</td>
<td>I have a black belt in Taekwondo</td>
</tr>
<tr>
<td>If you Could be any Character in Fiction, Who Would you be?</td>
<td>Tinkerbell</td>
</tr>
<tr>
<td>Favorite Movie or Book:</td>
<td>Book: Peter Pan</td>
</tr>
<tr>
<td>Which Sitcom, Past or Present, is most Reflective of your Life?</td>
<td></td>
</tr>
<tr>
<td>How do you want to be Remembered?</td>
<td>I tried to do the right thing</td>
</tr>
<tr>
<td>The Favorite Part of My Day Is:</td>
<td>Night</td>
</tr>
</tbody>
</table>

### Principal Note:

Amy embodies leadership at all levels. Here are some examples. During the pilot, Amy embraced the Bridges math program, subsequently leading her students and her colleagues to new levels of understanding. Amy is the team lead for our Events Action team, coordinating the people and logistics of events such as Family Math Night. Amy accepted the invitation for Perrine teachers to be Mandt trained. She is becoming a master at de-escalation and damage control. Amy brings positive energy to all that she does, whether she is teaching reading, answering the phone, or helping a troubled child. I am very grateful she is a member of the Panther Pride.
EMPLOYEE OF THE MONTH QUESTIONS

<table>
<thead>
<tr>
<th>Name:</th>
<th>Alisa Radmall</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position:</td>
<td>Secretary</td>
</tr>
<tr>
<td>Hometown:</td>
<td>Twin Falls</td>
</tr>
<tr>
<td>Inspiration:</td>
<td>My family</td>
</tr>
<tr>
<td>Pet Peeve:</td>
<td>Squeezing plastic water bottles</td>
</tr>
<tr>
<td>You Have a 10 Minute Speech to give at a High School. What is the Title?</td>
<td>Be kinder than necessary</td>
</tr>
<tr>
<td>What Word Describes you Best?</td>
<td>Optimistic</td>
</tr>
<tr>
<td>One Thing People Don’t Know About You:</td>
<td>I love to shoot my 22</td>
</tr>
<tr>
<td>If you Could be any Character in Fiction, Who Would you be?</td>
<td>Hermione Granger</td>
</tr>
<tr>
<td>Favorite Movie or Book:</td>
<td>&quot;Stand back,&quot; said the Elephant, &quot;I am going to sneeze!&quot;</td>
</tr>
<tr>
<td>Which Sitcom, Past or Present, is most Reflective of your Life?</td>
<td>Everybody Loves Raymond</td>
</tr>
<tr>
<td>How do you want to be Remembered?</td>
<td>Kind</td>
</tr>
<tr>
<td>The Favorite Part of My Day Is:</td>
<td>When kids see me and get all excited to see me at school or the store... I feel like a Rock Star!</td>
</tr>
</tbody>
</table>

Principal Note:

When she took the job, I doubt she knew the steep learning curve she was about to face. She immediately won over the parents, staff and students with her genuine smile and contagious enthusiasm. The staff, especially those who help cover the office, marvel at how many demands she handles in a minute, much less a day. She epitomizes the swimming duck, appearing to float across the rippling water, while paddling like crazy beneath the waves. She has wrapped her great big heart around the Panther Pride and we are most fortunate to have her on the team.
LEVY ELECTION RESOLUTION

A RESOLUTION CALLING A SPECIAL ELECTION TO BE HELD FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF SCHOOL DISTRICT NO. 411, TWIN FALLS COUNTY, STATE OF IDAHO, THE PROPOSITION OF AUTHORIZING A SCHOOL PLANT FACILITIES RESERVE FUND LEVY.

WHEREAS, the acquisition of school site(s) and/or the construction, furnishing and equipping of schools and/or the improvement to any existing building for School District No. 411, Twin Falls County, State of Idaho (the “District”), including all lighting, heating, ventilation and sanitation facilities and appliances necessary to maintain and operate said buildings and facilities, the purchase of school buses, the payment of lease purchase agreements for any of the above purposes, and the payment of loans from commercial lending institutions extended to pay for the construction of school plant facilities (collectively, the “Project”) for the District, are deemed by the Board of Trustees of the District to be required for the welfare of the District; and

WHEREAS, the District has previously established a School Plant Facilities Reserve Fund under chapter 9 of Title 33, Idaho Code; and

WHEREAS, the District has determined it advisable to certify a School Plant Facilities Reserve Fund Levy to pay all or a portion of the costs of the Project pursuant to chapter 8 of Title 33 of the Idaho Code, and the authority under Section 33-901, Idaho Code, and, in order to authorize said levy, desires to provide for the holding of a special election as required by said Chapter.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of School District No. 411, Twin Falls County, State of Idaho, as follows:

Section 1. That a school plant facilities reserve fund levy election (the “Levy Election”) be and the same is hereby called to be held in the District on Tuesday, March 13, 2018, for the purpose of submitting to the qualified electors of the District the question set out in the form of the ballot appearing in Section 5 hereof.

Section 2. That pursuant to Section 34-1401, Idaho Code, the Clerk of Twin Falls County, Idaho (the “County Clerk”) shall administer the Levy Election, including scheduling the polling times; preparing and printing the ballots; preparing and publishing notice of the Levy Election and the sample ballot; and conducting the Levy Election.

Section 3. That in compliance with Section 34-1406, Idaho Code, the Clerk of the District shall notify the County Clerk that the District has called the Levy Election by delivering to the County Clerk a copy of this Resolution, including the form of the
ballot for the Levy Election set forth in Section 5 hereof and the form of the notice of the Levy Election set forth in Section 6.

Section 4. That said election shall be conducted as other school elections by the County Clerk in accordance with Title 34, Idaho Code.

Section 5. That the District hereby approves the following form of ballot for purposes of the Levy Election:

OFFICIAL BALLOT

SCHOOL PLANT FACILITIES RESERVE FUND LEVY ELECTION

SCHOOL DISTRICT NO. 411,
TWIN FALLS COUNTY, STATE OF IDAHO
March 13, 2018

QUESTION: Shall the Board of Trustees of School District No. 411, Twin Falls County, State of Idaho (the “District”), be authorized and empowered, upon the affirmative vote of sixty percent (60%) of the electors of the District voting in such election, to levy a School Plant Facilities Reserve Fund Levy in the amount of up to Four Million Seven Hundred Fifty Thousand and no/100 Dollars ($4,750,000.00), for fiscal year beginning July 1, 2018, and continuing each year in the amount of up to Four Million Seven Hundred Fifty Thousand and no/100 Dollars ($4,750,000.00) for ten (10) years through fiscal year ending June 30, 2028, for the purposes of financing the acquisition of school site(s) and/or the construction, furnishing and equipping of schools and/or the improvement to any existing building for the District, including all lighting, heating, ventilation and sanitation facilities and appliances necessary to maintain and operate said buildings and facilities, the purchase of school buses, the payment of lease purchase agreements for any of the above purposes, and the payment of loans from commercial lending institutions extended to pay for the construction of school plant facilities?

<table>
<thead>
<tr>
<th>IN FAVOR OF</th>
<th>AGAINST</th>
</tr>
</thead>
<tbody>
<tr>
<td>authorizing School Plant Facilities Reserve Fund Levy in the amount of up to $4,750,000.00 per year for ten (10) years………………………………………………………….</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

[End of Form Ballot]

Section 6. The Notice of the Levy Election shall be in substantially the following form:

LEVY ELECTION RESOLUTION - 2
NOTICE OF SCHOOL PLANT FACILITIES RESERVE FUND LEVY ELECTION
SCHOOL DISTRICT NO. 411, TWIN FALLS COUNTY, STATE OF IDAHO

Public Notice is hereby given according to law, and the requisite action of the Board of Trustees of SCHOOL DISTRICT NO. 411, TWIN FALLS COUNTY, STATE OF IDAHO, that a School Plant Facilities Reserve Fund Levy election will be held on Tuesday, March 13, 2018, for the purpose of submitting to the qualified electors of said District their vote and determination, by affirmative vote of SIXTY PERCENT (60%) of the electors voting in such election, on a school plant facilities reserve fund tax levy. The polls will be open from 8:00 a.m. until 8:00 p.m. at the following locations:

(County Clerk to insert Twin Falls County Precincts and Absentee Voting Address)

An elector must be a registered voter who has resided in this state and in this school district at least thirty (30) days preceding the election.

The question submitted will be:

QUESTION: Shall the Board of Trustees of School District No. 411, Twin Falls County, State of Idaho (the “District”), be authorized and empowered, upon the affirmative vote of sixty percent (60%) of the electors of the District voting in such election, to levy a School Plant Facilities Reserve Fund Levy in the amount of up to Four Million Seven Hundred Fifty Thousand and no/100 Dollars ($4,750,000.00), for fiscal year beginning July 1, 2018, and continuing each year in the amount of up to Four Million Seven Hundred Fifty Thousand and no/100 Dollars ($4,750,000.00) for ten (10) years through fiscal year ending June 30, 2028, for the purposes of financing the acquisition of school site(s) and/or the construction, furnishing and equipping of schools and/or the improvement to any existing building for the District, including all lighting, heating, ventilation and sanitation facilities and appliances necessary to maintain and operate said buildings and facilities, the purchase of school buses, the payment of lease purchase agreements for any of the above purposes, and the payment of loans from commercial lending institutions extended to pay for the construction of school plant facilities?

[End of Notice Form]
Section 7. The Board of County Commissioners shall canvass the Levy Election results in the manner prescribed by Idaho Code 34-1201, et seq. The County Clerk shall certify the Levy Election results to the Clerk of the Board of Trustees of the District. The Board of Trustees shall subsequently issue the appropriate certificate of election.

ADOPTED AND APPROVED this 8th day of January, 2018.

BOARD OF TRUSTEES OF
SCHOOL DISTRICT NO. 411,
TWIN FALLS COUNTY, STATE OF IDAHO

By ________________________________
Chairman

(SEAL)

ATTEST:

By ________________________________
Clerk
These are the following vendors to be awarded canned foods, non-food items one time drop shipment. This bid is for February 5, 2018 to May 21, 2018

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food Services of America</td>
<td>$4924.01</td>
</tr>
<tr>
<td>Nicholas &amp; Company, Inc.</td>
<td>$7097.35</td>
</tr>
<tr>
<td>Northwest Distribution</td>
<td>$7014.20</td>
</tr>
<tr>
<td>U.S. Foods</td>
<td>$1707.00</td>
</tr>
<tr>
<td>Nicholas &amp; Company Weekly 2nd ½</td>
<td>$182,003.29</td>
</tr>
</tbody>
</table>

Total: $202,745.85
<table>
<thead>
<tr>
<th>Yearly Bid Comparison 2nd Half</th>
<th>Jan-15</th>
<th>16-Jan</th>
<th>16-Jan</th>
<th>17-Jan</th>
<th>17-Jan</th>
<th>18-Jan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food Services of America (Drop)</td>
<td>$4,313.25</td>
<td>$2,656.50</td>
<td>$3,352.60</td>
<td>$4,924.01</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gem State Paper (Drop)</td>
<td>$2,203.00</td>
<td>$1,083.00</td>
<td>$2,531.00</td>
<td>no bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sysco Food Service (Drop)</td>
<td>$4,760.00</td>
<td>$8,731.50</td>
<td>$2,000.50</td>
<td>no bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nicholas (Drop)</td>
<td>$8,572.25</td>
<td>$2,191.50</td>
<td>$8,186.65</td>
<td>$7,097.35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NorthWest Distribution (Drop)</td>
<td>$8,780.00</td>
<td>$536.80</td>
<td>$3,572.00</td>
<td>$7,014.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>US Foods (Drop)</td>
<td></td>
<td>$328.75</td>
<td></td>
<td>$1,707.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Food Service of America Weekly 2nd 1/2</strong></td>
<td>$189,675.51</td>
<td>$196,128.99</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Nicholas &amp; Company Weekly 2nd 1/2</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$28,622.50</td>
<td>$15,199.30</td>
<td>$189,675.51</td>
<td>$20,011.50</td>
<td>$196,128.99</td>
<td>$20,742.56</td>
</tr>
</tbody>
</table>
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)

5:03 p.m. IV. Consent Calendar

A. If needed

5:04 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)

5:50 p.m. VIII. IBE Committee Update – Dickinson (20 Minutes)

6:10 p.m. IX. Superintendent Evaluation Form and Timeline Discussion – Trustees

(10 Minutes) Future Agenda Items

6:20 p.m. X. Day on the Hill set for February 19 & 20, 2018 – Trustees (5 Minutes)

A. Talking Points Discussion

6:25 p.m. XI. Year-Around School Discussion – Dickinson (25 Minutes)

6:50 p.m. XII. Executive Session as per Idaho Code 74-206(1) - If needed

7:00 p.m. XIII. Adjournment
Motion to go into executive session:

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

(b) to consider student discipline
to consider personnel issues

Action Items:
(1) Student discipline action
(2) Administrative leave for employee “A”
(3) Administrative recommendation regarding personnel hearing