

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

**July 9, 2018
7:00 P.M.**

ANNUAL MEETING

Agenda

I. Call to Order

II. Pledge of Allegiance

III. Procedural Matters

1. Approval of Agenda (Additions and Deletions)
2. Set Date, Time, and Place for 2018-2019 Board Meetings

IV. Unscheduled Delegations (Audience to Address the Board)

V. Consent Calendar

- A. Approval of Minutes from the June 11, 2018 meeting
- B. Approval of Board Financial Report
- C. Approval of Building Financial Report
- D. Approval of Accounts Payable and Payroll
- E. Approval of Contracts for Private Service Providers (PSP)/Consultants/Other
- F. Approval of Administrator Retirement
- G. Approval of New Teacher Contracts
- H. Approval of Certified Retirement
- I. Approval of Certified Resignations
- J. Approval of New Classified Employees
- K. Approval of Classified Resignations
- L. Approval of Extra-Curricular Employees
- M. Approval of Extra-Curricular Resignations

VI. Superintendent's Report

- A. Employees of the month: Exempt, Classified, and Maintenance Employees
- B. Guest Teachers of the Year Awards

VII. Instruction

- A. Information Items: (None)
- B. Action Items: (None)

VIII. Budget and Finance

- A. Information Items:
 1. School Food Service Bids
 2. Classified, Administrators, and Classified Supervisors Salary Schedules
- B. Action Items:
 1. Award School Food Service Bids
 2. Classified, Administrators, and Classified Supervisors Salary Schedules

IX. Personnel

- A. Information Items:
 1. Policy/Procedure Revision Recommendations
 2. Job Descriptions: School Security Para and Accountant
- B. Action Items:
 1. Policy/Procedure Revision Recommendations for Approval
 2. Job Descriptions: School Security Para and Accountant

X. Board Goals

- A. Information Item:
 1. Draft Resolution for ISBA Convention – Classified Salary-Based Apportionment
- B. Action Item:
 1. Approve Final Board Work Session Agenda for July 25, 2018
 2. Resolution for ISBA Convention – Classified Salary-Based Apportionment

XI. Future Agenda Items

- A. ISBA Summer Leadership Institute, July 12, 2018 at 9:00 a.m. at Canyon Ridge High School
- B. Board Work Session July 25, 2018 at 5:00 p.m. at Canyon Ridge High School #301

MISSION

**Our mission is to provide a quality
education necessary for all
students to be successful in life.**

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

- XII. Executive Session as per ID Code 74-206(1) subsections (b):
(b) to consider student discipline; and to consider personnel issues

Action Items:

- (1) Student discipline action
- (2) Classified non-reassurance of employment action

- XIII. Adjournment

WORKING WITH YOUR SCHOOL BOARD

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

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

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

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

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

Thank you for coming. Please come again.

Your Board of Trustees

**PUBLIC NOTICE: SCHEDULE OF REGULAR MEETINGS
OF THE BOARD OF TRUSTEES OF
TWIN FALLS SCHOOL DISTRICT 411,
TWIN FALLS, IDAHO**

NOTICE IS HEREBY GIVEN that the regular meetings of the Board of Trustees of the above named school district will hold regular Board meetings for the **2018-2019 school year** the second Monday and the fourth Wednesday of each month, with the exception of August, November, December, May 2019, and June 2019 at 7:00 p.m. at Canyon Ridge High School, room #301, located at 300 North College Road unless otherwise specified below or unless the Board duly cancels any such regular meeting or, by resolution, changes the uniform day of the uniform week designated for regular meetings of the Board. This action represents a change of the formerly adopted schedule of regular meetings and supersedes said former schedule.

The district will adhere to the following dates unless unexpected conflicts occur. Any date changes will have prior approval of the board and notice of changes will be announced.

August 6, 2018 (1st Mon.)

September 10, 2018

5:00 p.m. September 26, 2018-*Work Session*

October 8, 2018

October 24, 2018

November 12, 2018

December 10, 2018

January 7, 2019 Organizational/Annual Meeting

5:00 p.m. January 23, 2019-*Work Session*

February 11, 2019

February 27, 2019 @ Oregon Trail

March 11, 2019

March 20, 2019 (3rd Wed.) @ RSMS

April 8, 2019

April 24, 2019 @ Harrison

May 13, 2019

June 10, 2019

July 8, 2019

5:00 p.m. July 24, 2019-*Work Session*

Michelle Lucas
Clerk, Board of Trustees

POSTED: June 20, 2018 (will be re-posted once approved)
Administration Office
Website

TWIN FALLS SCHOOL DISTRICT #411

2018-2019 DISTRICT CALENDAR

Aug 2018						
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August

- 8 Middle and High School Registrations
See School Website for Details
- 9 Middle and High School Registrations
See School Website for Details
- 10 Middle and High School Registrations
See School Website for Details
- 13 Summer Institute/In-Service
- 14 Summer Institute/In-Service
- 15 1/2 Opening Day
1/2 Day Building Retreat
- 16 Teacher Workday
- 17 Teacher Workday
- 20 First Day of School
- 31 Early Dismissal for Students and Staff
No School 1/2 Day Kindergarten

September

- 3 Labor Day - No School
- 4 Data Day - No School

October

- 19 End of 1st Quarter (42 Student Days)
Teacher Workday
No School All Grades
- 24 Kindergarten Parent/Student/Teacher
Conferences
No School Kindergarten
- 25 District Wide Parent/Student/Teacher
Conferences
No School for All Grades
- 26 No School For All Grades

November

- 19 ICS Teacher In-Service
No School All Grades
- 20 ICS Teacher In-Service
No School All Grades
- 21 Thanksgiving Break
No School Nov. 19-23

December

- 21 End of 2nd Quarter (38 Student Days)
End of 1st Semester (80 Student Days)
Early Dismissal
No School 1/2 Day Kindergarten
1/2 Day Report Cards
- 24 Christmas Vacation-
No School Dec 24 - Jan 4

January

- 7 School Resumes

February

- 18 Presidents' Day - No School
- 19 ICS Teacher In-Service
No School All Grades

March

- 8 End of 3rd Quarter (43 Student Days)
Early Dismissal
1/2 Day Report Cards
No School Half Day Kindergarten
- 19 CRHS/TFHS-Advisor/Parent/Student
Registration Conferences
- 20 CRHS/TFHS-Advisor/Parent/Student
Registration Conferences
Kindergarten Parent/Student/Teacher
Conferences
No School for Kindergarten
- 21 CRHS/TFHS - Junior Boards and Senior
Projects
Elementary and Middle School
Parent/Student/Teacher Conferences
No School For All Grades
- 22 No School For All Grades
- 25 Spring Break-No School March 25-29

April

- 1 School Resumes

May

- 20 CRHS Graduation
- 21 TFHS Graduation
- 22 MVHS Graduation
- 23 End of 4th Quarter (47 Student Days)
End of Semester (90 Student Days)
Last Day of School-Early Dismissal
1/2 Day Report Cards
No School Half Day Kindergarten
School Year - 170 Days
- 24 1/2 Analyze Assessments and Goals
1/2 Day Teacher Workday

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TWIN FALLS PUBLIC SCHOOLS

School District No. 411

201 MAIN AVENUE WEST

TWIN FALLS, IDAHO

83301

(208) 733-6900

June 11, 2018

7:00 p.m.

- I. Call to Order - The Board of Trustees of School District No. 411, Twin Falls County, State of Idaho, met in its regular monthly meeting at Canyon Ridge High School located at 300 North College Road, Room #301, Twin Falls, Idaho, at the hour of 7:00 p.m., on Monday, June 11, 2018. The following trustees were present: Chairman Bernie Jansen, Vice-Chairman Bryan Matsuoka, Trustees Mary Barron, and Paul McClintock. There were also present Superintendent of Schools, Brady Dickinson; Associate Superintendent, Bill Brulotte; Clerk, Michelle Lucas; as well as district directors, interested patrons, employees, and the media. Trustee Todd Hubbard was unable to attend.
- II. Pledge of Allegiance - The Board of Trustees stood and recited the Pledge of Allegiance.
- III. Procedural Matters Action Items
 1. Approval of Agenda (Additions and Deletions) –Chairman Jansen asked if there were any additions or deletions to the agenda. There was none. Trustee McClintock moved to approve the agenda. Trustee Barron seconded the motion. The motion passed unanimously.
- IV. Unscheduled Delegations (Audience to Address the Board) – There was none.
- V. Consent Calendar – Trustee McClintock moved to approve the consent calendar which included: minutes from the May 14, 2018 board meeting; board financial reports; building financial reports; long term student suspensions; contracts for Herbert Wagner, Idaho Digital Learning, McGraw Hill Education, Istation and The Write Tools; new certified employees: Todd Anderson, Meghan Egbert, Ashley Galaites, Daniel Gardner, Stacie Gardner, Megan Glorfield, Kimball Hardman, EmaLee Hamman, Dustin Henkelmann, Jaime Koepnick-LeMire, Kathryn Mancari, Kelly Morita, Valerie Ridinger, Emily Spencer, Jennifer Tingey, Froylan Vargas, and Anna Yanke; certified resignations from Amelia White, Melissa Woodland, Josie Juillard, Shelby Watts, Nate Losser, Ashley Moretti, Dana Moller, Erin Lundy, Julie Heywood, and Whitney Ward; new classified employees: Kelly Cline, Vee Rodriguez, Azra Tutsch, Christy Wheeler, Bridget Tilton, Christina Cuzick, Cyndia Leon, Ame Spriggs, Amanda Brannen, and Janet Wheeler; in-district transfer for Cheryl Weiss; classified resignations from: Chalet Reeder, Cambria Burnham, Noemi Goodson, Cassandra Fortenberry, Alexia Mireles, Faith McDonald, Cheryl Winn, Amanda Crist, Chelsie Bower, Jullian Saueressig, Victoria Horrocks, Jessica Prudent, Allison Ward, Claribel Partida, Erica Martens, Yasser Soleiman, Emanuel Marin, Brandy Stimpson, James Floto, and Brenda Ulrich; extra-curricular employees: Jentry Dille, Kyle VanBiezen, Aimee Smith, Kacel Deuel, Heather Webb, Tana Schroeder, Tonia Burk, Chris Waitley, Douglas Stewart, Kristan Young, and Cassandra

Merkley; extra-curricular resignations from Richard Henderson, Ashley Moretti, Amy Nelson, Nate Losser, Sean Standley, Mike Gemar, Carey Farnsworth, Todd Box, Dave Slotten, Isaac Martinez, Kyle VanBiezen, Kyle Bjorem, William Rutherford, Cassandra Merkley, Ann Vogt, Lexie Renteria, Traci Rodriguez, Steve Meyerhoeffer, Matt Harr, and Tonia Burk; and student teacher requests for Chalet Thompson and Heather Deuel. The motion was seconded by Trustee Barron. Motion passed unanimously.

VI. Superintendent's Report

- A. Superintendent Dickinson announced the certified employee of the month from Sawtooth Elementary School for the month of June as Laurie Kippes-Stanley, 4th grade teacher. He read a brief resume' and presented Ms. Kippes-Stanley with a gift, plaque, and gift certificate to McAlister's Deli.
- B. Superintendent Dickinson announced the classified employee of the month from Sawtooth Elementary School as Teresa Rovig, computer assistant. Dr. Dickinson read a brief resume' and presented Ms. Rovig with a gift, plaque, and gift certificate to McAlister's Deli.
- C. Dr. Dickinson announced that Twin Falls High School was recognized as a 4A 2017-18 Idaho High School Activities Association's "Schools of Excellence" for the fourth time in the last 7 years.

VII. Instruction A. Information Item: (None)

VII. Instruction B. Action Item: (None)

VIII. Budget & Finance Information Items:

2018-2019 Budget Hearing

- 1. Chairman Jansen called the 2018-2019 Budget Hearing to order. Director of Fiscal Affairs, Bob Seaman noted that the year and the dollar amount listed for salaries are typos. The Fiscal year should show 2019 and the dollar amount for salaries should be \$43,411,390 instead of the \$43,411,390,390 listed. Mr. Seaman presented an overview of the 2018-2019 proposed budget, listing expenditures of \$87,569,512 and total allocations of \$94,789,168 for approval. Chairman Jansen asked if there were any patrons wanting to testify in regards to the 2018-2019 budget. There was no one present to testify or ask questions.

2017-2018 Amended Budget Hearing

- 2. Chairman Jansen called the 2017-2018 Amended Budget Hearing to order. Director of Fiscal Affairs, Bob Seaman shared the amended budget and addressed the trustee's questions. He stated that unanticipated things always happen throughout the year and will continue to change up to July 1, 2018 and it will be the middle of August before the district will know exactly what the 2017-2018 carryover will be. There were no public comments or questions. Mr. Seaman recommended approval of the 2017-2018 Amended Budget as presented; amended general M&O funds totaling \$59,842,392 and all other funds totaling \$45,614,420 for a grand total of \$105,456,812. Chairman Jansen called for a motion. Trustee McClintock moved to approve the 2017-2018 Amended Budget as submitted. Trustee Barron seconded the motion. Motion passed unanimously.

3. The Twin Falls School District and the Twin Falls Education Association negotiated the teacher's contract for the 2018-2019 school year. The board and association successfully reached a tentative agreement on May 24, 2018. Teachers ratified the agreement on Thursday, May 31, 2018 by 96% and now needs board approval. Superintendent Dickinson shared with the board the recommended changes to the Collective Bargaining Agreement. Changes include modifications to the association days (10) which can now be delegated to others for association work; 2018-2019 school year to start school August 20th and change October in-service days to student days; employees to be able to purchase an additional personal day at sub rate; bereavement leave incidents per year was increased to two (2) incidents per year and employees may use up to four (4) of their accumulated sick leave days for bereavement of people who do not fit the definition of immediate family; make-up for additional stipend days was changed to allow attending an alternate trainings approved in advance by their director; the district to pay the 2% insurance increase, and increase to salaries in the teacher career ladder. Dr. Dickinson and TFEA Co-President stood for questions. It was noted that the Twin Falls School District goes above and beyond the state allocation to help attract qualified educators and the State allocation is based on a 190 day contract and our district is a 188 day contract, which makes our daily rate even higher than the State. Superintendent Dickinson and the District Negotiations Team recommend approval of the 2018-2019 Collective Bargaining Agreement.

VIII. Budget & Finance Action Items:

1. Trustee McClintock moved to approve and set the \$87,569,512 2018-2019 School District Budget as presented. Trustee Barron seconded the motion. Motion passed unanimously.
2. Trustee McClintock moved to approve the 2017-2018 Amended Budget as submitted. Trustee Barron seconded the motion. Motion passed unanimously.
3. With no other discussion, Trustee McClintock moved to approve the 2018-2019 Collective Bargaining Agreement as outlined. Trustee Barron seconded the motion. Motion passed unanimously.

IX. Personnel A. Information Item:

1. Director of Public Relations, Eva Craner shared administrative and ISBA policy/procedure recommended changes to 3010P, 7705, 7705P, 3060, 3525, 5710, 6200, 8100, and 9100. These will return next month for board action.

IX. Personnel B. Action Item:

1. Amendments to policies: 3260 Student Dress Code, 3381 Extracurricular and Co-Curricular Participation, 3400 Extracurricular Activities Drug-Testing Program, 3530 Suicide, 3720 School Climate, 3770 Students with a Living Will and Durable POA for Health Care, 4260 Records Available to Public, as presented last month returned for board action. After Board discussion, Vice Chairman Matsuoka moved to approve these policies/procedures as amended. Trustee McClintock seconded the motion. Motion passed unanimously.

X. Board Goals A. Information Item:

1. Board of Trustees reviewed and amended their July 25, 2018 work-session agenda. The Board agreed to discuss ISBA training options next month at the work session.

X. Board Goals B. Action Item: (None)XI. Future Agenda Items

- A. Board work session will be held July 25, 2018 at Canyon Ridge High School in room #301 at 5:00 p.m.
- B. The next regular board meeting will be July 9, 2018.
- C. July 12, 2018 is scheduled for the ISBA Summer Leadership Conference. Attending from the Board will be Mary Barron, Bernie Jansen, Bryan Matsuoka and Todd Hubbard.

XII. Executive Session

With no further business at hand, Vice Chairman Matsuoka moved that the Board retire into executive session after a five-minute break pursuant to Idaho Code 74-206(1) subsection (b); (b) to consider student discipline; and to consider personnel issues. Trustee McClintock seconded the motion. Chairman Jansen asked the Clerk Michelle Lucas to poll the board. Roll call vote was as follows: Chairman Bernie Jansen – Yes; Vice Chairman Bryan Matsuoka – Yes; Trustee Mary Barron – Yes; Trustee Paul McClintock – Yes. Motion carried. The Board convened into executive session at 8:00 p.m.

Trustee McClintock moved to return to open session. Vice Chairman Matsuoka seconded the motion. Motion passed unanimously. The time was 8:09 p.m.

Vice Chairman Matsuoka moved to approve administrations recommendation to place certified employee “A” on probation for the 2018-2019 school year. Trustee Barron seconded the motion. Motion passed unanimously.

Vice Chairman Matsuoka moved to expel four (4) students from school as per administrations recommendations, for an indefinite period of time, and that these students be expelled from school as defined in Idaho Code 33-205 and that these students be placed under the purview of the Juvenile Correction Act, Idaho Code 20-510 and 20-511. Trustee McClintock seconded the motion. Motion passed unanimously.

Vice Chairman Matsuoka moved to adjourn. Trustee Barron seconded the motion. Motion carried. The time was 8:10 p.m.

Chairman Bernie Jansen

ATTEST:

Clerk Michelle Lucas

TWIN FALLS PUBLIC SCHOOLS
School District No. 411

201 MAIN AVENUE WEST
 TWIN FALLS, IDAHO 83301
 (208) 733-6900
 Executive Session
 June 11, 2018

The Board of Trustees of Twin Falls School District #411 met in executive session on Monday, June 11, 2018, at 8:00 p.m., at Canyon Ridge High School Boardroom #301 located at 300 North College Road, Twin Falls, Twin Falls County, Idaho. Chairman Bernie Jansen conducted the meeting. Trustees Bryan Matsuoka, Mary Barron, and Paul McClintock along with Superintendent of Schools, Brady Dickinson; Clerk Michelle Lucas; and Director of Human Resources, Shannon Swafford were in attendance.

With no further business at hand, Vice Chairman Matsuoka moved that the Board retire into executive session after a five-minute break pursuant to Idaho Code 74-206(1) subsection (b); (b) to consider student discipline; and to consider personnel issues. Trustee McClintock seconded the motion. Chairman Jansen asked the Clerk Michelle Lucas to poll the board. Roll call vote was as follows: Chairman Bernie Jansen – Yes; Vice Chairman Bryan Matsuoka – Yes; Trustee Mary Barron – Yes; Trustee Paul McClintock – Yes. Motion carried. The Board convened into executive session at 8:00 p.m.

Trustee McClintock moved to return to open session. Vice Chairman Matsuoka seconded the motion. Motion passed unanimously. The time was 8:09 p.m.

Vice Chairman Matsuoka moved to approve administrations recommendation to place certified employee “A” on probation for the 2018-2019 school year. Trustee Barron seconded the motion. Motion passed unanimously.

Vice Chairman Matsuoka moved to expel four (4) students from school as per administrations recommendations, for an indefinite period of time, and that these students be expelled from school as defined in Idaho Code 33-205 and that these students be placed under the purview of the Juvenile Correction Act, Idaho Code 20-510 and 20-511. Trustee McClintock seconded the motion. Motion passed unanimously.

Vice Chairman Matsuoka moved to adjourn. Trustee Barron seconded the motion. Motion carried. The time was 8:10 p.m.

 Chairman Bernie Jansen

ATTEST:

 Clerk Michelle Lucas

Contracts/Private Service Providers (PSP)/Consultants

EXECUTIVE SUMMARY

Submitted for Board Information MO/DD/YYYY

Dates of Service	Vendor	Amount
2017/18 yr.	Primary Therapy Source	\$7,000.00
2018/19 yr.	MyOn	\$4,500.13
2018/19 yr.	Renaissance (Morningside)	\$5,255.00
2018/19 yr.	Renaissance (O'Leary)	\$5,570.50
2018/19 yr.	Scenario Learning (Safe Schools Training)	\$7,640.00
2018/19 yr.	College of Southern Idaho MOU	
2018/19 yr.	St. Luke's Sports Medicine	\$25,000.00

NOTE: Per Board Policy 5725: *"The District encourages the use of private service providers and professional consultants as resource individuals when such consultative services will be helpful in the improvement of the educational program of the District. The District, through the Superintendent as its designee, may enter into contracts with private service providers and/or consultants to provide necessary services to students." In no event shall such agreement exceed twelve (12) calendar months."*

**TWIN FALLS SCHOOL DISTRICT
Service Provider Agreement
For Twin Falls High School Sports Medicine Services**

School Contact Person: Mike Federico, Athletic Director
Allyn Reynolds, ATC/Head Football Coach

Service Provider: Primary Therapy Source, LLC
Tax ID # 20-8413998
254 River Vista Place
Twin Falls, ID 83301
Phone: 208-734-7333; Fax 208-734-8350
Email: primarytherapysource2@yahoo.com

Physical Therapists: Teresa Prine, MSPT, PCS; Jackie Dux-Price
Nikki Rogers, DPT; Libby Bigelow, DPT

Proof of Liability Insurance: Healthcare Providers Service Organization
Group Policy # 0265758932

Workers Compensation Ins: Employers Insurance
Policy # EIG 121184605

THIS AGREEMENT, entered into this date, May 10, 2017, by and between Primary Therapy Source, LLC, hereinafter referred to as the "Service Provider" and Twin Falls School District.

The Service Provider desires to provide and TWIN FALLS SCHOOL DISTRICT desires to contract for sports medicine/athletic training services for Twin Falls High School student athletes.

Therefore, for and in consideration of the mutual covenants and agreements herein the parties agree as follows:

1. **TERM:** This Agreement shall commence on August 3, 2017 and shall continue until terminated. Either party may terminate this Agreement by giving thirty (30) days written notice to the other.
2. **SERVICE PROVIDER RESPONSIBILITIES:** Provide sports medicine services including athletic training and/or physical therapy to student athletes in the Twin Falls School District as a result of injuries incurred during school-sponsored practices and sporting events including football, volleyball, cross-country or soccer during the contract term stated below. A general expectation of time at the school is from 3:15 – 6:30 pm Monday through Thursday and games on Thursdays and Fridays throughout the fall season as well as coverage at football practices twice daily in August for 2 hours each practice. Season

duration expectation is from August 8th through October 29, 201²~~6~~ plus playoffs with extension for state tournaments in November 201~~6~~⁷.

3. **DISTRICT RESPONSIBILITIES:** The Twin Falls High School will provide adequate supplies, equipment and space necessary for the Service Provider to perform the sports medicine services required for the student athletes. The District will also provide verification of parent consent for the services to be provided to the student athletes.
4. **PAYMENT FOR SERVICES:** The Service Provider will be compensated for the services provided at a total of \$7000.00 for the period of August 4th through November 8, 2017 as well as display of a Primary Therapy Source banner in the stadium and in the gymnasiums throughout the 2017-2018 school year. Payments may be made to Primary Therapy Source over 3 month period or as a lump sum payment.
5. **RELATIONSHIP OF THE PARTIES:** This Agreement shall not be construed to create a partnership relationship or the relationship of employer/employee. It is understood the Service Provider is an independent contractor performing and providing services under the contract. Accordingly, the Service Provider shall be responsible for all employment taxes, worker's compensation, professional liability insurance and other costs related to self-employment.

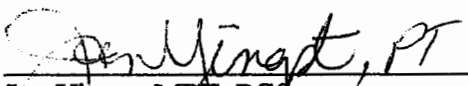
For the District:


Dan Vogt

AD
Title or Position

5/12/17
Date

Service Provider:


Jan Yingst, MPT, PCS
Primary Therapy Source, LLC

managing member
Title or Position

5/4/17
Date



Price Proposal / Order Form
Harrison Elementary School
May 2, 2018

myON, LLC formerly known as Capstone Digital

6625 W78th Street, Suite 220
Bloomington, MN 55439
Phone: (800) 864-3899 Fax: (888) 320-7496
Email: orders@myON.com

Customer Billing Information

Attention: Melissa Ardito
Harrison Elementary School
600 Harrison St
Twin Falls, Idaho 83301-3999

Products and Services

Item #	Description	Term Start	Term End	Sites /QTY	Price (per building)	Discount	Subtotal
CDL500112	myON reader <i>Harrison Elementary School</i>	07-01-2018	07-01-2019	1	\$6,950.00	\$2,449.88	\$4,500.13

Subtotal: \$4,500.13

Sales Tax: \$0.00

Total: \$4,500.13

Unless otherwise specified in this order form, the renewal date for your license(s) will be:

» Renewal: the day following expiration of the prior license term.

» New License: 30 days after receipt and acceptance of the Order Form.

After we have received your Purchase Order, signed contract, or signed order form, we will confirm the applicable start date.

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

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

Payment due by July 1, 2018.

Quote valid for 30 days.



Price Proposal / Order Form
Harrison Elementary School
May 2, 2018

System Requirements

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

Professional Services

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

Terms and Conditions

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

Purchase Order

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

Acceptance

myON, LLC has presented this proposal to you as an offer to contract under the terms and conditions of this agreement, including the standard terms. The signing and submitting of this proposal to myON, LLC will constitute your acceptance to contract on these terms and conditions; this offer will expire 30 days after the date of proposal, unless we withdraw or extend the offer in writing. Please have your authorized representative sign in the space below to accept this offer and confirm the agreement.

Melissa Ardito

Signature

Melissa Ardito

Name

Principal

Title

5-2-18

Date

Quote valid for 30 days.

Statement of Work

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

myON, LLC ("We", "Us", "Our")	Harrison Elementary School ("You", "Your")
6625 W78th Street, Suite 220	600 Harrison St
Bloomington, MN 55439	Twin Falls, Idaho 83301-3999
Customer Experience Coordinator	Melissa Ardito
888-728-1266	208-733-4229
orders@myON.com	arditome@tfsd.org

- Overview and Purpose.** The purpose of this Statement of Work is to define and communicate the goals, scope of services, work plan, milestones, and roles and responsibilities of each party as they relate to the Professional Services to be provided by Us to You. We have entered into this Statement of Work with a mutual desire to enable Your successful implementation and use of the myON, LLC solutions. Completion of this Statement of Work is the first step to achieving these goals and is critical to maximizing the benefit of Our Professional Services.
- Description of Work.** myON, LLC will provide the following professional services as indicated on the myON, LLC order form. The Professional Services You have purchased from us to be implemented under this Statement of Work are as follows:
 - Implementation services including technical support and student data load assistance.
 - Login credentials to an online portal of additional educator resources.
- Program Goals.** We are providing You the Professional Services identified under Description of Work in order to assist You in the implementation of the myON, LLC solution.
- Roles and Responsibilities.** We commit to cooperating with You reasonably and in good faith in the performance of the Professional Services and You agree to do the same. If You do not, delays may result or You may not achieve the full benefits of our services. Other important roles and responsibilities are as follows: We agree to provide:
 - Certain myON, LLC personnel and agents, which may include a customer experience coordinator, a certified trainer, or a Customer support specialist(s).
 - The above personnel will, with Your assistance and dedication, strive to enhance Your experience using myON, LLC product.
 - Certain Training materials to support the training regimen will be provided.
 You agree to provide:
 - Administrative lead empowered to make program and policy decisions associated with the implementation of the proposed myON, LLC solution.
 - Technical lead who can ensure access to the appropriate technology resources required to implement the solution; including technical resources required for successful training of Customer staff.
 - Instructional staff, including Site Administrators, who will implement and monitor the solution with the targeted student population.
 - Training facilities, suitably equipped to access the myON, LLC software in accordance with the System Requirements.
 - Access to office workspace, telephone, computer with Internet access, and other facilities as may be requested by the myON, LLC staff in the performance of the Professional Services.
 - Coordination of customer personnel for onsite, online, and telephonic meetings.
 - Other resources as reasonably required by the myON, LLC staff for satisfactory and timely performance of the Professional Services.
 - Sufficient access to hardware and equipment necessary to provide adequate time-on-task for those learners selected to participate in the program.
 - Adequate time for staff professional development to ensure the competence of Your staff in operating and implementing the solution.
 - Coaching and follow up opportunities for Your staff to enhance implementation of the solution.
- Work Plan and Schedule.** Unless otherwise agreed to by You and Us in writing, Professional Services will be scheduled within 30 days of our receipt of the signed Purchase Order. We will work with You to identify dates for conducting the Professional Services outlined in this Statement of Work. Subsequent scheduling changes requested by You may result in additional fees. If You need to change previously agreed-upon dates, You agree to provide Us no less than five (5) business days advance notice of a cancellation of an onsite Professional Services session or three (3) business days advance notice of a cancellation of a virtual Professional Services session. If You do not provide such notice, and we have not been able to re-assign myON, LLC staff assigned to You, or we incur additional expense or efforts, You may be responsible for additional charges.
- Review and Acceptance.** Upon completion of each Professional Services session, myON, LLC will send an e-mail requesting your acknowledgement and acceptance of the Professional Services delivered. After 10 business days, unless there is a negative response your acceptance of the Professional Services session will be considered final.
- Confidentiality.** You agree to keep the information, materials, logins, passwords, data, documentation or similar (the "Information") that we provide you in connection with the services hereunder confidential and take all reasonable steps to ensure that the Information is only disclosed to Your teacher or Your students as appropriate and is not disclosed to or made

accessible to third parties. Upon notice of termination or expiration, send back all materials, passwords, software and anything else You receive in connection with Your license and ensure that neither Your teacher, students nor anyone else that You supplied access to Our products attempts to access Our product.

License Agreement

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

1.0 myON SOFTWARE.

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

1.1 Maintenance and Access.

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

1.2 Outage Periods.

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

1.3 General License Terms.

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

- 1.3.1 All license grants to access and use myON Software and Documentation are non-exclusive, non-transferable and non-assignable.
- 1.3.2 All licenses granted are under intellectual property rights in the myON Software and Documentation, including copyrights and trade secrets, which We either own or have licensed from third parties. We and our licensors own and retain all rights, title and interest in and to the Software and all ideas, concepts, methodologies, formats, specifications, and other know-how furnished by Us or our licensors in connection with this Agreement, as well as all related patents, copyrights, trademarks, trade secrets and other intellectual property rights.
- 1.3.3 All access and use of Software under this Agreement will be subject to Our Privacy Policy, which is expressly made a part of this Agreement.
- 1.3.4 Licenses granted under this Agreement will be automatically revoked if this Agreement is terminated. We reserve the right to revoke any license granted under this Agreement if You fail to promptly cure a material breach of this Agreement after We have provided You with notice of the breach.

1.4 Restrictions.

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

1.5 System Requirements.

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

License Agreement

1.6 Responsibility for User Activity.

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

1.7 Intellectual Property

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

1.8 Limited Warranty for Software Products.

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

2.0 PROFESSIONAL SERVICES.

Professional Services listed on the Order Form will be provided subject to the following terms and conditions:

2.1 Statement of Work.

If this Agreement includes Professional Services, the Order Form will include a Statement of Work ("SOW") in our standard form and a description of the Professional Services. The SOW will define and communicate the goals, scope of services, work plan, and roles and responsibilities of each party as they relate to the delivery of Our Professional Services. The SOW will be governed by the terms of this Agreement.

2.2 Mutual Cooperation.

We mutually agree to cooperate with each other in a professional and courteous manner in the performance of our respective duties in the delivery of Professional Services. We may suspend delivery immediately upon written notice if Your employees or agents fail to act accordingly.

2.3 Changes to SOW and Schedule.

Any changes to the scope of work under a SOW will be made by a written amendment to the SOW signed by You and Us prior to implementation of the changes. Changes to the scope of work under a SOW may result in additional fees to You. Any changes You make to previously agreed upon dates for onsite delivery of Professional Services may likewise result in additional charges to You.

2.4 Acceptance of Services and Warranty.

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

License Agreement

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

- 2.4.3 Failure to Cure. If You give us notice of a material deficiency under subsection 3.4.1 or of a material breach under subsection 3.4.2, and we are unable to cure the deficiency or breach within 60 days after Your notice, You may terminate the directly affected portions of serviced covered by the applicable SOW and obtain a refund of amounts You have paid for the terminated services.
- 2.4.4 Sole remedies. The remedies specified in this section 3.4 are Your only remedies for Our breach of service warranties or failure to meet the acceptance criteria.

2.5 Compliance with Workplace Rules.

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

2.6 Subcontractors.

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

2.7 Expiration of Unscheduled Professional Services.

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

3.0 Student Data Privacy

3.1 Access to Confidential Data.

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

3.2 No Dissemination of Confidential Data.

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

3.3 Adherence to Data Privacy Laws.

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

3.4 Data Destruction.

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

3.5 Subpoena.

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

3.6 Survives Termination.

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

3.7 Marketing.

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

4.0 GENERAL TERMS

4.1 Fees and Payment

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

License Agreement

- 4.1.2 **Fiscal Funding.** This subsection will apply to You only if (a) the Order Form specifies amounts due after the end of Your fiscal year in which the Order Date occurs (the "Current Fiscal Year") and (b) You are a government-funded entity subject to fiscal funding restrictions. If so: (a) You represent that You have received funding authority to pay the aggregate amounts due in the Current Fiscal Year; (b) for each subsequent fiscal year, You agree to include in Your budget request the portion of the Total Fees to become due during that year and use all reasonable and lawful means at Your disposal to obtain appropriations to pay such amounts when due under the Agreement. If despite these efforts You do not obtain funding in any future fiscal year for any portion of the Total Fees, You may terminate those licenses not covered by funding, but only if You (1) give Us written notice of a possible funding failure (including an explanation of the reasons, timing and extent) promptly after You become aware it is likely, (2) promptly provide Us with evidence of the funding failure when it actually occurs, and (3) certify to Us in writing that funds are not available to purchase any products similar to the affected MyON Software within the affected fiscal year(s). For any licenses You terminate under this subsection, You must pay pro rata license fees for the portion of the fiscal year prior to termination. Likewise, You must also pay for any Professional Services You actually receive during the affected fiscal year.
- 4.1.3 **Acceptance.** All Software will be deemed accepted upon delivery to You (or, for Subscription Software, upon making available to You online) and will thereafter be subject to the warranty provisions of this Agreement.
- 4.1.4 **Invoicing & Payment.** Unless otherwise stated in the Order Form, fees for products and services will be invoiced at the time of order with payment due net 30 days from the invoice date.
- 4.1.5 **Suspension of Access to MyON Software for Non-Payment.** If Your account is 30 days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of Our other rights or remedies, We reserve the right to suspend Your access to the MyON Software and the delivery of Professional Services, without liability to You, until such amounts are paid in full.

4.2 Indemnities.

- 4.2.1 **Our Indemnification of You.** Subject to the conditions described below and the provisions of section 4.4, We will defend, indemnify and hold You harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings (collectively called "Claims") made or brought against You by a third party, as follows: a. For Personal Injury or Property Damage. Our indemnity covers Claims alleging personal injury or property damage to the extent caused by the willful misconduct or negligence of Our personnel while on Your premises. b. For Infringement: Our indemnity covers Claims alleging that the use of the MyON Software as specified in this Agreement, or Our Professional Services, or any information, design, specification, instruction, software, data, material (collectively called "Material") furnished by Us in connection with this Agreement infringes the intellectual property rights of a third party. If the MyON Software becomes, or in Our opinion is likely to become, the subject of an infringement claim, We may, at Our option and expense, either procure for You the right to continue using the MyON Software; replace or modify the MyON Software so that it becomes non-infringing and remains functionally equivalent; or require the return of the affected MyON Software and refund You the portion of Your purchase price attributable to the returned product.
- 4.2.2 **Your Indemnification of Us.** Subject to the conditions described below and section 3.4, and to the extent not prohibited by applicable law, You will defend, indemnify and hold Us harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Us by a third party alleging that the Customer Data, Your use of the MyON Software in violation of this Agreement, or any Material provided by You either: (a) infringes the intellectual property rights of a third party, or (b) has otherwise harmed a third party.
- 4.2.3 **Conditions.** These indemnities will be conditioned on the party seeking indemnity: (a) promptly providing the other with a written notice of the Claim; (b) giving the other party sole control of the defense and settlement of the Claim, provided that the other party may not settle any Claim unless the party seeking indemnity is unconditionally released from liability; and (c) at no charge, providing the other party with all reasonable assistance relative to the defense of the Claim.
- 4.2.4 **Exclusive Remedies.** Our and Your responsibility for infringements is stated in this section 3.2. The indemnities in this section will be the exclusive remedies for infringements in connection with this Agreement.

4.3 Force Majeure.

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

4.4 Disclaimers, Limitations and Exclusions.

- 4.4.1 **Warranty Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 1.8 AND 3.4 OF THIS AGREEMENT, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

License Agreement

- 4.4.2 Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS OR INDEMNIFICATION OBLIGATIONS ARISING OUT OF PERSONAL INJURIES OR PROPERTY DAMAGE CLAIMS, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY AND DUE FROM YOU FOR A PERPETUAL LICENSE OR, FOR SUBSCRIPTION SOFTWARE, DURING THE SUBSCRIPTION TERM. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- 4.4.3 Exclusion of Consequential and Related Damages. EXCEPT FOR INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PRECEDING SENTENCE WILL NOT APPLY TO INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS HEREUNDER, PROVIDED ANY SUCH DAMAGES WILL BE LIMITED TO \$100,000.

4.5 U.S. Governmental Users.

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

4.6 Term and Termination

- 4.6.1 Term of this Agreement. This Agreement will begin on the Order Date and will, unless earlier terminated in accordance with this section, continue in effect until:
- (a) with respect to Subscription Software, the end of the last Subscription Term covered by this agreement;
 - (b) with respect to Professional Services, 90 days after acceptance.
- 4.6.2 Termination for Cause. A party may terminate this Agreement for cause: (i) 30 days after written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party ceases to conduct business in the ordinary course, files a petition for liquidation bankruptcy, fails to have an involuntary petition for bankruptcy dismissed or converted to a non-liquidation bankruptcy within 60 days after filing, or makes an assignment of essentially all assets for the benefit of creditors.
- 4.6.3 Outstanding Fees. Termination will not relieve You of the obligation to pay any fees payable to Us prior to the effective date of termination.

4.7 Surviving Provisions.

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

4.8 Assignment.

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

4.9 Counterparts.

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

4.10 Entire Agreement.

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

4.11 Governing Law.

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

4.12 Third Parties.

There are no third-party beneficiaries to this Agreement.

4.13 Notices.

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

4.14 Relationship of the Parties.

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

License Agreement

4.15 Severability.

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

4.16 Waiver and Cumulative Remedies.

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

RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Renewal Invoice
Subscription Ends: 7/31/2018

Quote #: RPRNQ1893208*

Morningside Elementary School - 250115

701 Morningside Dr
Twin Falls, ID 83301-7069
Contact: Kay Rehn - (208) 733-6507
Email: rehnka@tfsd.org

Created: 05/02/2018

Reference ID: 290774

Quote Summary


Renaissance Products & Services Total	\$5,255.00
Sales Tax	\$0.00

Pricing and discounts are subject to change if alterations are made to this quote.

By signing below, you

- agree that this quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>.

To accept this offer and place an order, please sign and return this quote along with your organization's required purchase order with reference to quote number 1893208. An invoice will be sent upon receipt of this executed quote and your purchase order. Payment is due net 30 days from the invoice date. If your organization does not require a purchase order, please contact our order services team at 877-444-3172 for assistance with placing your order.

Renaissance Learning, Inc.	Morningside Elementary School - 250115
	By:
Name: Al Thurber	Name:
Title: VP - Corporate Controller	Title:
Date: 05/02/2018	Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036

Fax: (877)280-7642

Email: electronicorders@renaissance.com

*This quote is valid for 30 days. It may have been previously sent with a different reference number, and may reflect changes made in the past 30 days. Alterations to this quote will not be honored without Renaissance Learning approval. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order. Standard payment terms are net 30 days from invoice date.

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PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Renewal Invoice
Subscription Ends: 7/31/2018

Quote #: RPRNQ1893208*

Renewal Details

Rennaissance Applications

Accelerated Reader Subscription Renewal	08/01/2018 - 07/31/2019	400	\$6.85	\$2,740.00
Star Reading Subscription Renewal	08/01/2018 - 07/31/2019	400	\$4.70	\$1,880.00

Hosting Services

Annual All Product Renaissance Place Hosting Fee Renewal	08/01/2018 - 07/31/2019	1	\$635.00	\$635.00
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RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Renewal Invoice
Subscription Ends: 7/31/2018

Quote #: RPRNQ1893208*

Renewal Subscription Summary

Morningside Elementary School - 250115	400
Accelerated Reader Subscription Renewal Total	400
Morningside Elementary School - 250115	400
Star Reading Subscription Renewal Total	400
Morningside Elementary School - 250115	1
Annual All Product Renaissance Place Hosting Fee Renewal Total	1

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RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

2018-19

w/discout

Quote
1901124

O'Leary Middle School - 250082

2350 Elizabeth Blvd

Twin Falls, ID 83301-7551

Contact: Tami Mahlke - (208) 733-2155

Email: mahlketa@tfsd.org

Reference ID: 289115

Created: 05/15/2018

Quote Summary

School Count: 1


Renaissance Products & Services Total	\$6,320.50
Applied Discounts	\$(750.00)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$5,570.50

This quote includes: Renaissance Accelerated Reader.

By signing below, you

- agree that this quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>.

To accept this offer and place an order, please sign and return this quote along with your organization's required purchase order with reference to quote number 1901124. An invoice will be sent upon receipt of this executed quote and your purchase order. Payment is due net 30 days from the invoice date. If your organization does not require a purchase order, please contact our order services team at 877-444-3172 for assistance with placing your order.

Renaissance Learning, Inc.	O'Leary Middle School - 250082
	By:
Name: Al Thurber	Name:
Title: VP - Corporate Controller	Title:
Date: 05/15/2018	Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036

Fax: (877)280-7642

Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive Brock Bennett at (800)656-6793, Thank You.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote Details

O'Leary Middle School - 250082

Renaissance Applications

Accelerated Reader Subscription Renewal	08/01/2018 - 07/31/2019	830	\$6.85	\$(750.00)	\$4,935.50
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Hosting Services

Annual All Product Renaissance Place Hosting Fee Renewal	08/01/2018 - 07/31/2019	1	\$635.00	\$0.00	\$635.00
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Professional Services

Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
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O'Leary Middle School Total **\$(750.00)** **\$5,570.50**

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax (TPT). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

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Scenario Learning D/B/A Vector Solutions Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Schedule A (the "Effective Date"), is by and between Scenario Learning, LLC ("Scenario"), an Ohio limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. Services. Scenario shall provide the following services:

1.1. Access. Scenario will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any employee or contractor of Client, designated by Client ("Users").

1.2. Availability. Scenario shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond Scenario's control.

1.3. Help Desk. Scenario will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. Client's Obligations.

2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

Additionally, if Client receives as part of the Services it is purchasing hereunder the:

(a) "SafeSchools Alert Service," Client acknowledges that all transmissions it receives from the SafeSchools Alert Service may contain highly sensitive information and Client shall ensure that such information is secured from transmission and/or disclosure to unauthorized recipients. Client agrees that it will be solely responsible for establishing a security system to prevent the transmission and/or disclosure of such information to unauthorized recipients. In addition, Client agrees that it shall be solely responsible for the determination of the identities of authorized recipients and unauthorized recipients. Client agrees to handle the data in accordance with the Family Educational Rights and Privacy Act ("FERPA") and any associated federal, state or local laws or regulations, and that it will monitor employees using the SafeSchools Alert Service to ensure they abide by the SafeSchools Alert Privacy Policy and Terms of Use; or

(b) "SafeSchools Accident Tracking Service," Client represents and warrants that it is not a health care provider, health plan, or health care clearinghouse (collectively, a "covered entity") as those terms are defined under the federal Health Information Portability and Accountability Act ("HIPAA"). Client further represents and warrants that it is not a business associate as that term is defined under HIPAA. Client further agrees to indemnify and hold Scenario and its officers, members, agents and employees harmless from any and all claims and demands (including reasonable attorneys' fees associated with the same) made by Client and/or any third party due to or arising out of any claim

that Scenario is a covered entity or business associate, due to Client's use of the SafeSchools Accident Tracking Service.

2.2. Identify Named Users. For Clients utilizing Scenario's learning management system ("Scenario LMS"), Client shall (i) provide a listing of its Named Users no later than the Effective Date of this Agreement; (ii) cause each of its Named Users to complete a unique profile if not created by Scenario on their behalf; (iii) timely maintain user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be deleted from the Scenario LMS. Client agrees to pay for the greater of (i) number of Named Users in the Scenario LMS, and (ii) the number of Named Users who accessed a course in a given contract year.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. Fees and Payments.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 3.0% per year.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars. Company will invoice Client in advance pursuant to the Payment Terms in Schedule A. All invoices are payable 30 days after invoice date. All fees collected by Scenario under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than thirty (30) days past the due date shall bear interest at 1.5% per month. Scenario shall have the right, in addition to all other rights and remedies to which Scenario may be entitled, to suspend Client's Users' access to the Services without notice until all overdue payments are paid in full.

3.4. Taxes. All fees under this Agreement exclude all sales, use, and other taxes and government charges, whether federal, state or foreign, and Client will be responsible for payment of all such taxes (other than taxes based on Scenario's income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If Scenario has a legal obligation to pay or collect taxes for which Client is responsible under the Agreement, then the appropriate amount will be invoiced to and paid by Client, unless Client claims tax exempt status for amounts due under this Agreement and provides Scenario a valid tax exemption certificate (authorized by the applicable governmental authority) at least five

(5) business days prior to the date of the applicable Company invoice.

4. Intellectual Property Rights.

4.1. Client acknowledges that Scenario alone (and its licensors, where applicable) shall own all rights, title and interest in and to Scenario's software, website or technology, the course content, and the Services provided by Scenario, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The Scenario name and logo are trademarks of Scenario, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of Scenario or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any Scenario software.

5. Term and Notice.

5.1 Term. The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the initial term ("Initial Term") indicated in Schedule A. Upon expiration of the Initial Term, this Agreement shall automatically renew under the same terms and conditions, unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration of the Initial or any Renewal Term, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

5.2 Notice. All required notices hereunder by either party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

6. Mutual Warranties and Disclaimer.

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Miscellaneous.

7.1. Limitation on Liability. Except as it relates to claims related to the infringement of intellectual property, including claims related to section 7.2, (a) in no event shall Scenario be liable to Client or its Users, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement, and (b) the total liability of Scenario for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees already

paid to Scenario for the preceding twelve (12) months.

7.2. Indemnification. Each party shall indemnify and hold the other harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that any document, course, or intellectual property provided by or uploaded to the Scenario LMS by the other party infringes or violates any intellectual property right of any person.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Scenario may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of

record of the State of Florida in Hillsborough County.

7.5. Force Majeure. Scenario shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations or other restraints.

7.6. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.7. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.8. Entire Agreement. This Agreement and its schedules and exhibits represent the entire understanding and agreement between Scenario and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between Scenario and Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

Scenario Learning D/B/A Vector Solutions, LLC

4890 W. Kennedy Blvd., Suite 300

Tampa, FL 33609

By: _____

Printed Name: Justin Moore

Title: Regional Sales Director, Education

Date: _____

Twin Falls School District

201 Main Avenue West

Twin Falls, ID 83301

By: Shannon Swafford

Printed Name: Shannon Swafford

Title: Human Resources Director

Date: 06/13/2018

Client Agreement/Schedule A

Date: 05-18-2018

Pricing valid for 30 days.

Client Information

Client Name: Twin Falls School District	
Address: 201 Main Avenue West Twin Falls, Idaho 83301	
Primary Contact Name: Shannon Swafford	Primary Contact Phone: (208) 733-6900

Terms

Effective Date: 07-20-2018	Initial Term (months): 12
--------------------------------------	-------------------------------------

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Shannon Swafford			
Billing Address: 201 Main Avenue West Twin Falls, Idaho 83301		Billing Phone: (208) 733-6900	
Billing Email: swaffordsh@tfstd.org	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Subscription Services

FOR TRAINING PRODUCTS ONLY: Additional Named Users added after the Effective Date shall be billed at the Full Per Named User Fee below, and such Additional Named Users shall become part of the minimum contracted Users through the end of the Initial Term.

Product	Description	Minimum Named Users	Annual Price Per User	Total
SafeSchools Training		800	\$9.55	\$7,640.00
Total:				\$7,640.00

Grand Total (including Implementation & Training):

\$7,640.00

*Total does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

memorandum

To: Mr. Brady Dickinson, Twin Falls School District
From: Dr. Heidi Campbell, College of Southern Idaho
Date: May 2018
Re: 21st Century Community Learning Center

The College of Southern Idaho is pleased to partner with Harrison Elementary and the Twin Falls School District on your 21st Century Community Learning Center grant. We recognize the incredible value that your program will provide to some of the neediest kids in our community, and CSI wants to play a role in helping educate and inspire your students.

Per our discussions, CSI will be able to commit to the following for the 2018 – 2019 school year.

1. CSI will serve as a partner on 21st CCLC programs, including: Afterschool, summer STEAM camp, and Kindergarten Lab slots and coordinate with Harrison Elementary and Twin Falls School District to meet the goal of the grant, to provide out of school enrichment learning opportunities to Harrison students and families.
2. Heidi Campbell, Associate Dean for STEM Studies, will provide administrative oversight.
3. As a formal partner, CSI will waive all facilities fees for our main campus. Facility fees at the Herrett Center will apply at the 50% discounted internal rate.
4. Heidi Campbell will serve on the 21st CCLC @ Harrison Advisory Board.
5. CSI will provide access to information needed to sustain, improve upon, and report on the program.
6. CSI will participate in the formal evaluation of the program.

The CSI Kindergarten Lab will provide the following.

1. CSI will charge a half month's tuition for kindergarten students recruited to the program during the month of August. Recruitment after the month of August requires the full fee for a spot in the kindergarten lab and will not be based on the number of days attended. At this point, the Twin Falls School District is committed for the entire school year.
2. CSI will bill the Twin Falls School District for the kindergarten tuition and fees.
3. CSI will provide 4 spaces at the Boys and Girls club, in the CSI Kindergarten Lab. The available four spots run (two AM 8-11) and (two PM 12-3). Each spot is \$250 per month, over 9 months for a yearly total \$9,000. We will waive the registration fees as in the past. As we have a waiting list, we would like to have the MOU signed by Friday, April 13th.
4. Transportation to and from Kinder Lab and lunch at the club is an additional \$30.00/month per child. One-time yearly registration fee is: \$20/kid. Arranged and paid by CSI

5. Kinder lab students need to sign up at BGCMV to be registered, entered into their database and complete their waivers, etc...The CSI Kindergarten lab will provide 21st Century Community Learning Center with daily attendance reports for 21st CCLC data on a semester basis.
6. Points of contact for this agreement will be: Jodie Bridges – jodiebridges@csi.edu – 208.329.2855, and Jennifer Patterson – jpatterson@csi.edu – 208.732.6645
Mailing Address: 315 Falls Ave., Twin Falls, ID 83301 – Fax: 208.732.6797

PROCESS FOR ENROLLMENT IN KINDERGARTEN LAB

1. Students are recommended by Harrison kindergarten teachers for the Kindergarten Lab at BGCMV
2. Harrison teachers discuss the opportunity with parents, parents accept/decline nomination
3. Once parent's accept the offer, student's names and phone numbers are given to Kindergarten Lab coordinator and/or teacher to call their parents and discuss program specifics and answer questions specific to the Lab class.
4. Paperwork (21stCCLC enrollment, Kindergarten Lab enrollment requirements, BGCMV registration papers) goes home to the kids
5. Returned paperwork is sent to the Kindergarten Lab coordinator and/or teacher. Lab staff notify Harrison that students have all their enrollments requirements completed to begin attending the program. Lab staff decide the student's start date.
6. Harrison teachers call the students' parents to tell them everything is all set on both ends. The parents are given a start date for their child to begin at the Lab class.
7. Students begin attending Kindergarten Lab at BGCMV.

We understand that Twin Falls School District will provide the following to CSI.

1. Payment on a reimbursement basis of up to \$35/hour + costs for fringe benefits (benefit amount to be itemized by CSI) for CSI faculty and staff who work outside of their normal contract hours, and \$20/hour for students. Student groups, under the supervision of an advisor, will be compensated at a rate of \$100/presentation. Per federal regulations, will not exceed the employee's normal hourly rate of pay. We appreciate the value you place on CSI faculty and staff, and the sustainability contributed to the project by compensating people for their time.
2. Reimburse for supplies up to \$1,500, to be routed through the Twin Falls School District reimbursement system.
3. Twin Falls School District will provide access to information needed to sustain, improve upon, and report on the program.
4. Twin Falls School District will arrange and lead the formal evaluation of the program.

Timeline/Duration


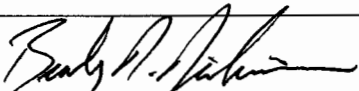
This agreement is effective July 1, 2018 for the duration of 12 months.

Modifications

The agreement may be amended at any time by an agreement in writing executed by authorized representatives of TFSD 21st Century Community Learning Center @ Harrison and the College of Southern Idaho.

Authorization

We, the undersigned, have read and agree with this Memorandum of Understanding. Further, we have reviewed the proposed project and approve it.

Name	Title	Signature	Date
Ellen Neff	Early Childhood Program Manager		
Heidi Campbell	Associate Dean for STEM Studies, CSI		4/18/2018
Todd Schwarz	Chief Academic Officer, CSI		
Jeff Harmon	V.P. Administration, CSI		
Melissa Ardito	Principal, Harrison Elementary		
Brady Dickinson	Superintendent, Twin Falls School District		6/27/18

ATHLETIC TRAINING SERVICES AGREEMENT

THIS ATHLETIC TRAINING SERVICES AGREEMENT ("AGREEMENT") is made and entered into this 31 day of May, 2018 ("Effective Date") by and between Canyon Ridge High School ("School") and St. Luke's Magic Valley Regional Medical Center, Ltd., a tax exempt Idaho not for profit corporation ("St. Luke's").

RECITALS

- A. St. Luke's operates St. Luke's Sports Medicine, which provides athletic training services, athletic training educational services, and related services (hereafter, "Services") in Southwestern Idaho, including in the city of Twin Falls, Idaho.
- B. School desires to obtain Services to support its sports teams and to provide athletic training education to high school or college student who are working for School on a voluntary basis for experience or credit hours ("Student Athletic Trainer");
- C. St. Luke's employs athletic trainers and other personnel who are qualified to provide Services to School's students.
- D. School desires to engage St. Luke's to provide such Services.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

Section 1. St. Luke's Responsibilities for Athletic Training Services

St. Luke's shall provide Services to School through St. Luke's personnel for up to the maximum average monthly hours of personnel time set forth in Exhibit A, which is incorporated as if set forth herein, including:

- A. Appoint one of its employees who is a qualified as an Athletic Trainer, Certified ("ATC") to provide or coordinate the Services under this Agreement. Notwithstanding the appointment of a particular ATC to provide Services to School, St. Luke's may, with School's acceptance, which consent shall not be unreasonably withheld, provide Services under this agreement through other appropriate St. Luke's personnel.
- B. Through the ATC and such other personnel as may be engaged in providing Services, St. Luke's shall:
 - 1. Cover the athletic event events as selected by the School and communicated to St. Luke's in advance.

2. Assist in the development of a student athletic training program for Student Athletic Trainers and, if applicable, provide School with evaluations for Student Athletic Trainers.
3. Be responsible for ordering of athletic training supplies in a timely manner and in conjunction with the approval of the School. Notwithstanding the foregoing, School shall be solely responsible for the cost and storage of such supplies.
4. Prepare and maintain athletic supply kits for each team on the schedule for that team's use throughout the season.
5. Recommend athletic training room equipment for School to consider purchasing.
6. Develop and implement an injury documentation system to capture injuries of the students participating in the School's athletic program.
7. Be available to the School's coaches for consultation regarding performance enhancement, including warm-up routines, strength training, conditioning, and off-season programs.
8. Within the scope of the training and licensure of the personnel providing Services under this Agreement, assist with treatment of athletic injuries under direction of the team physician and, if applicable, the athlete's personal physician or physical therapist. Notwithstanding the foregoing, St. Luke's shall not be responsible for providing assistance with treatment of athletes participating in activities that are non-sanctioned by the Idaho High School Activities Association (for example, Rugby, Lacrosse, and Hockey).
9. Consult with team physician, the injured athlete's personal physician (if one is established), or physical therapist regarding the injured athlete's ability to return to practice or play sports. Notwithstanding the foregoing, School acknowledges and agrees that the decision as to whether an athlete should return to practice or play sports rests entirely with the team physician or the athlete's personal physician.
10. Be available for School's in-service education training sessions as scheduled.
11. Have the ability to provide athletes with referral information to St. Luke's medical professionals upon request by the athlete's parents.

Section 2. Provider Qualifications and Requirements

- A. All personnel provided by St. Luke's to fulfill its obligations under this Agreement shall (1) have a current Idaho license to perform the associated Services, if such license is required (2) have appropriate training and experience for the provision of Services contemplated under this Agreement, and (3) be acceptable to School, which acceptance shall not unreasonably be withheld.
- B. All St. Luke's' personnel shall abide by the School's applicable policies and rules and regulations when performing Services hereunder to the extent such policies, rules and regulations do not conflict with St. Luke's policies and procedures.
- C. The ATC shall have the following qualifications:
 - (1) A Bachelor degree in Athletic Training or other applicable degree or comparable experience, at St. Luke's discretion;
 - (2) Certification by the National Athletic Trainers' Association Board of Certification (NATABOC);
 - (3) Be qualified to perform CPR services; and
 - (4) Minimum of two years of experience as an ATC at secondary level or comparable experience, preferred but not required.
 - (5) Licensure issued by the Idaho State Board of Medicine to practice as an Athletic Trainer in Idaho.
- D. St. Luke's, and its employees and associates, in the performance of the obligations and duties under this Agreement, shall also comply with all applicable laws, rules and regulations of governmental authorities and the clinical and ethical standards of their respective professional associations.

Section 3. School Responsibilities

- A. Compensation. In consideration of the athletic training and educational Services specified in this Agreement, School shall pay to St. Luke's the amount of \$25,000 per school year. Compensation shall be paid in 10 monthly installments of \$2,500 for Services provided during the calendar year. The contracted amount is subject to an annual 3% rate increase.
- B. School agrees that the St. Luke's Sports Medicine Coordinator, currently Lisa Cameron, will be responsible for scheduling the work of all personnel, including the ATC, providing services under this Agreement. School agrees to provide advance notice to the Sports Medicine Coordinator of its desire to schedule St. Luke's personnel for events and assignments under this

Agreement. St. Luke's shall make good faith efforts to accommodate School's scheduling requests, but School acknowledges that St. Luke's personnel shall not be required to provide Services on any of St. Luke's or School's designated holidays.

- C. Facilities. School will provide adequate training room space and equipment in which the athletic training program can be safely and professionally conducted. Whenever possible, School will consult with the ATC prior to making changes, additions or otherwise obligating space needed for the training room space and equipment.
- D. Additional Services. School shall also ensure that:
 - (1) St. Luke's Sports Medicine is recognized as the official provider of Athletic Training services in public address announcements during games when possible and when such services are present.
 - (2) St. Luke's is recognized in all of School's programs and flyers at School's expense.
 - (3) St. Luke's will be given the opportunity and space in a prominent location to display two (2) banners, which measure in size a minimum of two (2) feet high by six (6) feet in length, advertising St. Luke's, at each covered event.
 - (4) School shall provide to St. Luke's correct dates and times for all Covered Events in a timely manner.

Section 4. Independent Contractors.

- A. In performing the work, duties, and obligations under this Agreement, St. Luke's, and its employees, will at all times be acting and performing as independent contractors. School shall neither have nor exercise any control or discretion over the methods by which St. Luke's or its employees perform their work and functions, except that St. Luke's agrees that each employee shall comply with the terms of this Agreement.
- B. Responsibility for Salaries. St. Luke's shall be solely responsible for all salaries, compensation, benefits or other consideration paid to the ATCs and any other St. Luke's employees and agents, and St. Luke's, its employees and agents shall not be entitled to any of the benefits which School provides for School employees. School will not withhold on behalf of St. Luke's or St. Luke's' agents or employees any sums for federal or state income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body. All such payments, withholding and benefits, if any, with respect to Services rendered under

this Agreement are the sole responsibility of St. Luke's, which responsibility St. Luke's agrees to carry out as required by applicable law.

- C. School Retains Control of its Employees and Facilities. Notwithstanding anything expressed or implied in this Agreement to the contrary, School shall have and retain exclusive control and authority over School employees and exclusive control and authority over the management, operation and use of all School facilities.

Section 5. Term and Termination.

- A. This Agreement shall be in effect for 24 months, beginning Aug 6, 2018 and ending on Aug 6, 2020.
- B. Either party may terminate this agreement due to the breach of the other party of the terms of the Agreement, provided that the terminating party has given the other party thirty (30) days' prior written notice specifying the breach, and the breaching party has failed to correct the breach within said thirty (30) day period.
- C. Either party may terminate this Agreement upon 90 days' written notice.

Section 6. Notice.

Any notice required to be given under this Agreement from one party to the other shall be deemed given when delivered personally or by certified mail, return receipt requested, addressed to the party in question at the following address:

To St. Luke's: St. Luke's Magic Regional Valley Medical Center, Ltd.
801 Pole Line Rd. W.
Twin Falls, ID 83301
Attn: Sam Spencer, Senior Director of Surgical Practices

To School: Canyon Ridge High School
300 N. College Rd W.
Twin Falls, ID 83301
Attn: Lonnie Ahlquist, Athletic Director

Notice sent by mail shall be deemed to have been delivered on the date delivery as indicated on the certified mail receipt or the date of personal delivery.

Section 7. Liability Insurance.

- A. St. Luke's shall maintain professional liability insurance covering the acts or omissions of its employed personnel providing Services under this Agreement. St. Luke's also agrees to maintain worker's compensation and

all other forms of insurance required of employers in the State of Idaho. St. Luke's will notify School as soon as practical in the event of any proposed or actual cancellation, or significant change in coverage for any St. Luke's professional liability insurance.

- B. School shall maintain comprehensive general liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate during the term of this Agreement. School shall encourage all student athletes to maintain health insurance coverage.

Section 8. Indemnity.

St. Luke's agrees to indemnify and hold harmless School from any and all claims, liabilities, damages, losses, demands, costs, or suits of any nature whatsoever, caused by St. Luke's, or its employees, representatives, or agents, for property damage, personal injury or death, or otherwise arising out of, or in connection with, or incidental St. Luke's performance of services pursuant to this Agreement. This indemnity shall include, without limitation, costs, expenses, and attorney's fees occasioned by said loss, damage, liabilities, claims, demands, or suits as well as the full amount of any judgment rendered or compromise settlement made, plus court costs and interest.

School agrees to indemnify and hold harmless St. Luke's from any and all claims, liabilities, damages, losses, demands, costs, or suits of any nature whatsoever, caused by School, or its employees, representatives, or agents, for property damage, personal injury or death, or otherwise arising out of, or in connection with, or incidental to performance of services pursuant to this Agreement. This indemnity shall include, without limitation, costs, expenses, and attorney's fees occasioned by said loss, damage, liabilities, claims, demands, or suits as well as the full amount of any judgment rendered or compromise settlement made, plus court costs and interest.

Section 9. Entire Agreement and Amendment.

This Agreement contains the entire agreement of the parties. No representations, inducements, promises or agreements, oral or otherwise, not embodied herein, shall be of any force for effect. This Agreement may be modified by a written amendment executed by both parties.

Section 10. Approval.

Any approval required by a party to this Agreement will not be unreasonably withheld.

Section 11. Governing Law.

This Agreement shall be interpreted in accordance with the laws of the State of Idaho.

Section 12. Severability.

In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Section 13. Remedies.

Each party shall be entitled to all rights and remedies provided at law or in equity for the breach of the terms of this Agreement, including the right of the prevailing party to receive reasonable attorney's fees and costs incurred in the enforcement of the terms of this Agreement.

Section 14. Cooperation.

Each party shall cooperate with the other in good faith to resolve day-to-day matters affecting this Agreement and the effective delivery of athletic training and educational Services contemplated under this Agreement.

Section 15. Assignment.

Neither party can assign this Agreement without the express, written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

Section 16. No Third-Party Beneficiaries.

Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect to this Agreement or any provision contained herein.

Section 17. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Section 18. Entire Agreement.

This Agreement, the Exhibits, and any addenda attached hereto constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, there being no prior written or oral promises or representation not incorporated herein with respect to such matters.

Section 19. Authority.

Each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity. This Agreement is binding upon each party in accordance with its terms.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement to be effective as of the Effective Date above.

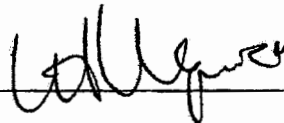
ST. LUKE'S MAGIC VALLEY REGIONAL
MEDICALCENTER, LTD.



By: Michael Fenello
Its: Administrator

Date: 6-5-18

CANYON RIDGE HIGH SCHOOL



By: Lonnie Ahlquist
Its: Athletic Director

Date: 5-31-2018

EXHIBIT A

For Services provided pursuant to this Agreement, School agrees to pay St. Luke's \$25,000 per year, payable in 10 monthly installments. In return, St. Luke's shall provide a full time Athletic trainer (average 40 hours/week) . Hours may vary by month depending on the high school's athletic training service needs according to their academic and sports calendars.



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

P 208.733.6900
F 208.733.6987
www.tfsd.org

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

Date: July 2, 2018

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

From: Sonia DeLeon, Human Resources Manager

Re: Administrator Retirement

Roger Keller, Principal at Magic Valley High School, has submitted his retirement letter resigning his position for the 2018-2019 school year.

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

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

William Brulotte
Associate Superintendent



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

Date: July 2, 2018

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

From: Sonia DeLeon, Human Resources Manager

Re: Certified Retirement – 2018-2019

The following certified employee has submitted her retirement letter resigning her position for the 2018-2019 school year:

- Mary Jo Gartner- Teacher – Special Education at South Hills Middle School

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

NEW CERTIFIED EMPLOYEES 2018-2019

[illegible]



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

Date: July 2, 2018

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

From: Sonia DeLeon, Human Resources Manager

Re: Certified Resignations

The following certified employees have submitted their resignation letter resigning their position for the 2018-2019 school year:

- Jessica Cortes – Teacher – 1st Grade at Rock Creek Elementary
- Daniel Zunino – Teacher – 3rd Grade at Oregon Trail Elementary

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

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

William Brulotte
Associate Superintendent



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

Date: July 2, 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 and 2018-2019

It's the recommendation of the Human Resources Department to the Superintendent and the Twin Falls School District Board of Trustees these individuals listed below be approved for hiring for the 2017-2018 or 2018- 2019 school year:

Rachel Youren	Accountant at District Office (2017-2018)
Rachel Hardy	Online Coordinator at Bridge Academy (2018-2019)
Corinne Rose	Cook at Harrison Elementary (2018-2019)
Clifford "Wayne" Hyde	Custodian at O'Leary Middle School (2018-2019)
Julia Pacheco	ERC Para Educator at Canyon Ridge High School (2018-2019)
Jennifer Crislip	Custodian O'Leary Middle School (2018-2019)

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

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

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

William Brulotte
Associate Superintendent



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

Date: July 2, 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 2018-2019 or 2017-2018 school year:

- Ellen Huey – Para educator (Special Education) at Lincoln Elementary School
- Heather Leishman – Online Coordinator at O’Leary Middle School
- Debra Van Engelen – Assistant Gear Up Coordinator at Canyon Ridge High School

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



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

Date: July 2, 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 Employees

It is the recommendation of the Human Resources Department to the Superintendent and the Twin Falls School District Board of Trustees these individuals listed below be approved for hiring and an employment letter be issued for the 2018-2019 school year.

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

Corrine Starley	Assistant JV Volleyball Coach	Twin Falls High School
Jayleen Lovell	Cheer Assistant Coach	Canyon Ridge High School
Brianna Vermilyea	Assistant JV Volleyball Coach	Canyon Ridge High School
Taysa Haroldsen	Dance Coach	Robert Stuart Middle School
Robert Redmiles	7 th Grade Assistant Football Coach	South Hills Middle School

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

William Brulotte
Associate Superintendent



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

Date: June 8, 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 employees have submitted their resignation letter resigning their position for the 2018-2019 school year:

- Sean Timoney – Assistant Tennis Coach at Twin Falls High School
- Lyle Hudelson – Assistant Football Coach at Canyon Ridge High School
- Lori Thompson – Assistant Volleyball Coach at Twin Falls High School
- Russell Burnum – Basketball Coach – 8th Boys 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.

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

William Brulotte
Associate Superintendent

EMPLOYEE OF THE MONTH QUESTIONS

Name:	Rachel Jensen
School:	District Office
Position:	Admin Assistant to Elementary and Secondary Directors of Programs
Hometown:	Kimberly, Idaho
Inspiration:	My 3 boys. They inspire me to be a more patient person! But also people being kind to each other. There is still a lot of goodness in humanity.
Pet Peeve:	Rants on social media.
Favorite hobby away from work:	Boating or being on the water somewhere.
What word describes you best?	Friendly
One thing people don't know about you:	I have a Bachelor's Degree in Social Work.
Why did you choose this career?	I enjoy working in education, but I'm a more "behind the scenes" kind of person. As an Administrative Assistant, I find a lot of gratification in doing small things to help my Directors and teachers accomplish their goals.
What is the #1 activity on your bucket list:	Spend 2 weeks on a beach on an island somewhere warm and beautiful
How do you want to be Remembered?	As someone you could go to for help.
Best day on the job was.....	So hard to choose... there are just too many. One would be getting over \$40,000 in science curriculum donated to TFSD from HMH for 6 th grade science teachers last year.

Principal Note:

Rachel works tirelessly to meet the needs of 2 directors. She deals with both staff and parent calls, and is a gracious listener and a great problem solver. We feel fortunate to have such a positive and happy assistant, who is a self-starter and is highly efficient! We are thankful every day that we have Rachel to help us do our jobs!

EMPLOYEE OF THE MONTH QUESTIONS

Name:	Riley Cooper
School:	Maintenance
Position:	Warehouse
Hometown:	Buhl, ID
Inspiration:	my Dad
Pet Peeve:	Loud Chewing
Favorite hobby away from work:	Competitive Shooting
What word describes you best?	Happy
One thing people don't know about you:	I Love Cheese.
Why did you choose this career?	Job experience : the ability to be able to do many jobs throughout the main. Dept.
What is the #1 activity on your bucket list:	Swimming with Sharks
How do you want to be Remembered?	Happy
Best day on the job was.....	The First Day Because it was better than my old job.

Principal Note:

RILEY HAS been a great addition to the MAINTENANCE TEAM

EMPLOYEE OF THE MONTH QUESTIONS

Name:	Ryan Bowman
School:	District Office
Position:	Director of Operations
Hometown:	Inkom, Idaho
Inspiration:	My Parents
Pet Peeve:	I don't really have one
Favorite hobby away from work:	My kids would say mowing my lawn but I would say wood working. I don't do it enough.
What word describes you best?	Happy
One thing people don't know about you:	I can't wait to be a grandpa!
Why did you choose this career?	I enjoy working with kids
What is the #1 activity on your bucket list:	Visit every state by car
How do you want to be Remembered?	Kind and willing to help others
Best day on the job was.....	Filling Teresa's office with Candy Corn!!!

Principal Note:

Ryan has been a wonderful addition to the district office team. He is a fast learner has quickly mastered the many roles his job requires. Ryan brings fresh ideas to the table and has built positive relationships in the short time he has been in the TFSD. I look forward to working with Ryan on the many projects that lie ahead here in the TFSD. This award is most deserving!

2017-2018 Guest Teacher of the Year

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

We received approximately 30 nominations for 21 guest teachers. The votes were tallied and the two recipients of this year’s award received the most nominations.

The first recipient of the 2017-18 Guest Teacher of the Year award is **Missy Splaine**. Missy was hired as a guest teacher for our district in February of 2015. This past school year, she filled in as a guest teacher for 55 of our absences at 7 of our elementary schools. She is also more than willing to help out in our Special Education classrooms and in our classified paraeducator positions as well.

One of the staff members who nominated her said, “Missy is knowledgeable about special needs students. She doesn’t hesitate to jump in to help where needed and she is able to adjust lessons to accommodate students’ behaviors and abilities. She is able and willing to build a great rapport with students and staff.” Another staff member said, “Missy really understands our Extended Resource Classroom kids. She knows how to teach them, deal with behaviors and she truly loves them.” It is for these reasons that Missy Splaine is one of our 2017-18 Guest Teachers of the Year.

The second recipient of the 2017-18 Guest Teacher of the Year award is **Jennifer Tingey**. Jennifer was hired as a guest teacher for our district in September of 2014. This past school year, she filled in as a guest teacher for 114 of our vacancies and worked at Pillar Falls and Sawtooth Elementary schools.

One of the staff members nominating Jennifer said, “Jennifer is an amazing guest teacher! She is dependable and hard-working. This year, she took several long-term positions in our school. She stepped into the classrooms and filled in as if she were a certified teacher. Jennifer worked hard to build a positive rapport with the students, so that she could tighten the classroom management and procedures in the classroom. She facilitated the parent/teacher conferences for the third quarter, meeting with every family in her classroom. Our staff knows that when Jennifer is covering a classroom, everything will run smoothly. She is wonderful and we love having her in our school. She is truly one of the best guest teachers I have ever worked with in a school. She really deserves to be recognized for all of her efforts. We are so lucky to have her working in our school district.”

As a side note, Jennifer Tingey will no longer be a guest teacher for our district. She enjoyed her guest teaching experiences enough that she is pursuing her Idaho teaching credential and has been hired to teach at Pillar Falls Elementary School for this upcoming school year. Congratulations to our second Guest Teacher of the Year for 2017-18, Jennifer Tingey.

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

July 3, 2018

These are the following vendors to be awarded canned foods, frozen meats and products, non food items and equipment. This bid is for August 1, 2018 to January 28, 2019

Nicholas & Company, Inc.	\$ 384,785.70 weekly deliveries ½ year
Nicholas & Company, Inc.	\$ 52,897.61
Food Services of America	\$ 21,105.83
Gem State Paper & Supply	\$ 19,137.10
Northwest Distribution	\$ 12,307.30
Total:	\$ 490,233.54

Twin Falls School Nutrition

Yearly Bid Comparison

2016-2017 1st 1/2 2017-2018 1st 1/2 2018-2019 1st 1/2

Food Services of America (WKLY)	\$296,699.45	\$352,916.75	\$0.00
Food Service of America (Drop)	\$11,795.81	\$10,677.40	\$21,105.83
Gem State Paper (Drop)	\$12,272.10	\$17,475.25	\$19,137.10
Sysco Food Service (Drop)	\$17,330.36	\$0.00	\$0.00
Nicholas (WKLY)	0.00	\$0.00	\$384,785.70
Nicholas (Drop)	\$23,611.37	\$26,305.66	\$52,897.61
Tri City Meats (Drop)	0.00	\$0.00	\$0.00
NorthWest Distribution (drop)	\$11,198.22	\$17,037.06	\$12,307.30
US Foods (Drop)	0.00	\$3,178.35	\$0.00
Total	\$372,907.31	\$427,590.47	\$490,233.54

<i>2018-2019</i>	<i>Total Weekly</i>	
<i>2017-2018</i>	<i>Total Weekly</i>	<i>\$534,920.04</i>
<i>2016-2017</i>	<i>Total Weekly</i>	<i>\$569,036.30</i>

TWIN FALLS SCHOOL DISTRICT #411
CLASSIFIED SALARY SCHEDULE
2018-2019

	LEVEL														
	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8	LEVEL 9	LEVEL 10	LEVEL 11	LEVEL 12	LEVEL 13	LEVEL 14	LEVEL 15
STEP A	\$10.27	\$10.56	\$10.84	\$11.13	\$11.40	\$11.69	\$11.98	\$12.26	\$12.54	\$12.83	\$13.11	\$13.40	\$13.69	\$12.89	
STEP B	\$10.70	\$10.99	\$11.28	\$11.56	\$11.85	\$12.13	\$12.41	\$12.70	\$12.99	\$13.26	\$13.55	\$13.83	\$14.12	\$13.34	
STEP C	\$11.15	\$11.43	\$11.71	\$12.00	\$12.29	\$12.57	\$12.85	\$13.13	\$13.42	\$13.71	\$13.98	\$14.27	\$14.56	\$13.77	
STEP D	\$11.59	\$11.87	\$12.15	\$12.43	\$12.72	\$13.01	\$13.28	\$13.57	\$13.86	\$14.14	\$14.43	\$14.70	\$14.99	\$14.21	
STEP E	\$12.02	\$12.31	\$12.59	\$12.87	\$13.16	\$13.44	\$13.73	\$14.00	\$14.29	\$14.58	\$14.86	\$15.15	\$15.43	\$14.64	
STEP F	\$12.45	\$12.74	\$13.03	\$13.31	\$13.59	\$13.88	\$14.16	\$14.45	\$14.73	\$15.01	\$15.30	\$15.58	\$15.87	\$15.08	
STEP G	\$12.89	\$13.18	\$13.46	\$13.75	\$14.04	\$14.31	\$14.60	\$14.88	\$15.17	\$15.45	\$15.73	\$16.02	\$16.31	\$15.52	
STEP H	\$13.34	\$13.61	\$13.90	\$14.18	\$14.47	\$14.76	\$15.03	\$15.32	\$15.61	\$15.89	\$16.17	\$16.45	\$16.74	\$15.96	
STEP I	\$13.77	\$14.06	\$14.33	\$14.62	\$14.91	\$15.19	\$15.47	\$15.75	\$16.04	\$16.33	\$16.61	\$16.89	\$17.18	\$16.39	
STEP J	\$14.21	\$14.49	\$14.78	\$15.05	\$15.34	\$15.63	\$15.91	\$16.19	\$16.48	\$16.76	\$17.05	\$17.34	\$17.61	\$16.83	
LEVEL	POSITION														
1	Migrant Records Clerk (3.75 hrs), Playground Monitor (3.75 hrs), Cafeteria Assistant (2- 3.5 hrs), Gifted/Talented Ass't (3 hrs), Food Service Subs, Crossing Guard														
2	Summer Paint & Lawn Crew (Supervisor + .80 of Level Two Step One) - temporary summer positions, Paraeducators meeting minimum NCLB qualifications (associates degree or 32 semester credits core credits or pass ParaPro exam)														
3	Food Service Traywasher (2.5 hr max), P.A.S.S. Monitor (7 hrs. or 7.5 hrs.), Secondary Library Ass't (3.75 - 7 hrs.), Secondary Media Asst. (8 hrs), Paraeducators meeting minimum NCLB qualifications and passing paraeducator training program (TFSD or CSI), Paraeducators holding bachelors degree, Speci. Ed. Clerk														
4	Paraeducators holding bachelors degree and completing paraeducator training program (TFSD or CSI).														
5	Elementary Library Tech (7 hrs w/o 15 semester hrs library science credits), Food Service Cashiers (3 hrs - 18 hrs/week max), Cook I (5.5 hrs), School Mentor Paraprofessional*(8 hrs), Computer Assistant (7 hrs)														
6	Elementary Library Tech (7 hrs with 15 semester hrs library science credits), Child Care Tech (7 hrs), Child Care Subs (step 1), Severely Emotionally Disturbed Specialist (8 hrs), FS Asst. Manager														
7	Child Care Tech Supervisor (7 hrs), School Secretary II (4-6 hrs), Casual Custodian														
8															
9	District Office Receptionist), School Secretary I (8 hrs), Support Service Secretary (8 hrs), Custodians (8 hrs), Food Service Manager III (7.5 hrs), OnLine Coordinator, Advanced Opportunities Coord.														
10	Business Office/Receiving Clerk (8 hrs), Maintenance Personnel II (8 hrs), Food service Manager II (7.5 hrs)														
11	Elementary Head Custodian (8 hrs), Food Service Manager I (7.5 hrs), Food Service Warehouse Person (8 hrs), District Office Administrative Assistants, Food Service Clerk I (8 hrs)														
12	Middle School Head Custodian (8 hrs), High School Registrar (8 hrs), Attendance Officer (8 hrs), Auditorium Head Custodian/Technician (8 hrs), MVHS Hd. Custodian														
13	Senior High Head Custodian (8 hrs), Migrant Education Community Coord (4-8 hrs), Maintenance Personnel I (8 hrs), Superintendent's Secretary (8 hrs), Newcomer Liaison, Refugee Home/School Coord., HR and PR Assistant, Curriculum Assistant, College & Career Advisor														
14	Graveyard Shift Custodian														
15															

* School Mentor Paraprofessional is a Health and Welfare funded program. Salary level is determined by yearly funding.

** Salaries on Level 15 are based on pending grants or funding from other sources which do not fit within our normal salary schedule guidelines.

TWIN FALLS SCHOOL DISTRICT #411
CLASSIFIED SUPERVISOR SALARY SCHEDULE 2018-2019

STEP	LEVEL											
	189	231	255	189	253	253	253	190	253	199	255	253
	1	2	3	4	5	6	8	9	10	11	12	13
1	\$33,249	\$40,639	\$35,161	\$35,065	\$36,979	\$40,652	\$42,471	\$40,087	\$44,260	\$44,165	\$44,261	\$50,000
2	\$34,281	\$41,900	\$36,195	\$36,097	\$38,013	\$41,684	\$43,504	\$41,109	\$45,296	\$45,200	\$45,297	\$51,100
3	\$35,315	\$43,162	\$37,230	\$37,129	\$39,049	\$42,721	\$44,541	\$42,129	\$46,330	\$46,231	\$46,333	\$52,224
4	\$36,346	\$44,424	\$38,267	\$38,163	\$40,082	\$43,754	\$45,574	\$43,152	\$47,362	\$47,264	\$47,365	\$53,373
5	\$37,379	\$45,684	\$39,299	\$39,194	\$41,118	\$44,791	\$46,611	\$44,173	\$48,399	\$48,295	\$48,401	\$54,547
6	\$38,410	\$46,947	\$40,334	\$40,227	\$42,152	\$45,825	\$47,644	\$45,194	\$49,433	\$49,328	\$49,437	\$55,747
7	\$39,441	\$48,205	\$41,371	\$41,259	\$43,188	\$46,861	\$48,682	\$46,215	\$50,469	\$50,362	\$50,473	\$56,973
8	\$40,473	\$49,468	\$42,403	\$42,291	\$44,221	\$47,894	\$49,714	\$47,236	\$51,502	\$51,394	\$51,506	\$58,226
9	\$41,505	\$50,729	\$43,440	\$43,321	\$45,258	\$48,930	\$50,750	\$48,257	\$52,538	\$52,425	\$52,541	\$59,507
10	\$42,537	\$51,990	\$44,475	\$44,353	\$46,291	\$49,964	\$51,784	\$49,278	\$53,572	\$53,458	\$53,577	\$60,816
11	\$43,571	\$53,252	\$45,507	\$45,385	\$47,328	\$51,000	\$52,820	\$50,300	\$54,608	\$54,492	\$54,610	\$62,154
12	\$44,602	\$54,514	\$46,544	\$46,418	\$48,361	\$52,034	\$53,852	\$51,320	\$55,642	\$55,523	\$55,645	\$63,521
13	\$45,635	\$55,775	\$47,579	\$47,449	\$49,394	\$53,066	\$54,890	\$52,343	\$56,678	\$56,557	\$56,681	\$64,918
14	\$46,667	\$57,037	\$48,615	\$48,482	\$50,431	\$54,103	\$55,922	\$53,363	\$57,711	\$57,588	\$57,713	\$66,346
15	\$47,699	\$58,299	\$49,647	\$49,514	\$51,464	\$55,137	\$56,957	\$54,385	\$58,747	\$58,622	\$58,749	\$67,806
16	\$48,731	\$59,560	\$50,682	\$50,545	\$52,500	\$56,173	\$57,993	\$55,406	\$59,781	\$59,654	\$59,785	\$69,298
17	\$49,763	\$60,821	\$51,719	\$51,578	\$53,534	\$57,207	\$59,026	\$56,426	\$60,817	\$60,687	\$60,821	\$70,823
18	\$50,795	\$62,083	\$52,751	\$52,609	\$54,571	\$58,242	\$60,063	\$57,449	\$61,850	\$61,718	\$61,854	\$72,381
19	\$51,825	\$63,342	\$53,788	\$53,642	\$55,604	\$59,276	\$61,095	\$58,468	\$62,887	\$62,753	\$62,890	\$73,973
20	\$52,858	\$64,605	\$54,823	\$54,674	\$56,640	\$60,312	\$62,133	\$59,491	\$63,920	\$63,784	\$63,926	\$75,600

Student Assistance Specialist	Workplace Learning Coord.	Assistant Supervisor of Maintenance	Social Worker - BA Gear-Up Coordinator	Support Serv. Admin. Specialist	AR/AP Specialist Payroll Specialist	Purchasing Agent	Speech/ Language Pathologist	Computer Support Tech HR Manager	At Risk/ Homeless Coordinator	Maint. Supervisor	Accountant (BA)
Workplace Learning Coordinator	(231 Days)		Day Treatment Behavior Spec CBRS					Accounting Specialist (MBA) School Lunch Supervisor			

PHYSICAL DEMANDS *(Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)*

The physical demands and work environment indicated below are examples of the physical aspects this position classification must perform in carrying out essential job functions.

- Exert 10 to 25 pounds of force to lift, carry, push, pull, or otherwise move objects. Lifting of more than 50 pounds or one-fourth their body weight is not required.
- The ability to sit, stand, kneel.
- Navigate stairwells.
- Participate in fire drills or other drills during an emergency situation when working in the schools.
- Manual dexterity to operate business related equipment.
- Perceive the nature of sound, near and far vision, depth perception, providing oral and written information.

EVALUATION

Performance of this position will be evaluated in accordance with board policy and Idaho Code pertaining to evaluation of classified personnel.

OTHER

Condition of Employment

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

This is an "at will" position in that the employer or employee may terminate employment at any time for any reason consistent with applicable state or federal law. The employment "at will" policy cannot be changed verbally or in writing, unless the change is specifically authorized in writing and approved by the Board of Trustees of District 411.

License Requirement

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

Insurance Recommendation

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

Job description received:

Date

Employee Signature

District Office Administrative Team
Building Security Proposal

Rationale: The 2017-2018 school year was the deadliest year in U.S. history in terms of gun deaths on school campuses with a total of 34. Although the chances of having a gun related death in a school remain small (1 in 1.5 million students-all; 1 in 500,000 students-HS), the recent trend and heightened awareness necessitates that schools take proactive measures. Currently, staff are trained on response to an active shooter, access control measures are being implemented, devices are in place allowing doors to be locked from the inside, SROs are present in all secondary schools, Raptor management software is utilized district-wide, a system for districtwide communication is in place, and staff are being proactive in reporting students of concern. The purpose of this proposal seeks to add unarmed security personnel as an additional measure to keep students and staff safe.

Recommendation: Hire 15 security paraprofessionals and assign one to each building (1 for O'Leary/Bridge) to assist with campus security. With only 4 classrooms at Bridge (and a full time principal) it is felt that the person hired at OL can provide help to Bridge as needed.
See job description

Cost: \$25,000 (salary/benefits) per employee. 15 x \$25,000 = \$375,000

Budget:

- Safe and Drug Free Schools: \$77,000. This would eliminate the money currently utilized to send staff to the prevention conference held each year in Sun Valley.
- Title IV: \$66,000 (this is new money so no impact)
- Reduce all supply budgets by approximately 5% (this includes all general fund supply budgets). The impact is a \$250 reduction for every \$5,000. This is supply budgets only and each account will need to be examined to determine the impact. If some budgets cannot be reduced, then others may require additional reductions.
- Convert one of the current playground aids at each elementary to this position. The person would still monitor playgrounds during recess. This position would move from a playground 3.75-hour employee to an 8-hour employee.

Total funds: \$375,000

Sustainability: This plan utilizes some one-time money and reduces supply budgets. As a result, maintaining these positions beyond the 2018-2019 school year will likely require identification of a funding source. District office administration recommends the Budget Advisory Committee examine adding the cost of these employees to the proposed supplemental levy in March. Hiring security personnel is also a component of the Idaho State Superintendent's recommendation to the Idaho Legislature and this too could lead to a funding source.

**Twin Falls School District #411
Job Description**

Job Title: Safety and Security Paraeducator
Department: Operations
Reports To: Building Principal
FLSA Status: Non-Exempt, approximately nine month working period, classified salary schedule, 1 sick day/month, 3 personal days annually
Prepared By: Human Resources Department
Prepared:
Approved By: Board
Approval Date:

JOB GOAL

Assist with safety and security of the school campus to ensure students have a safe and orderly learning environment

QUALIFICATIONS

Minimum

- H.S. Diploma or GED
- Desire and ability to intervene in issues surrounding safety
- Such alternatives to the above qualifications as the Board may find appropriate and acceptable

Desired

- Training in public safety
- Restraint/self-defense training

ESSENTIAL DUTIES (or other duties assigned by the Superintendent or Board).

- Persons performing service in this position classification will regularly walk 2-5 miles a day in order to patrol the school campus
- Provides support for the administration in terms of student, parent, and patron supervision. This includes, but is not limited to, hallways, cafeterias, parking lots, entryways, playgrounds, etc.
- Enforces security protocols and intervenes in security issues. This includes but is not limited to monitoring halls, ensuring visitors are properly credentialed, monitoring student movement on campus, assessing and intervening when necessary in any suspicious activity, escorting students to the office, and working with law enforcement should the need arise.
- Remains visible throughout the day and in all areas of campus
- Treats students, parents, and patrons with respect
- Performs other duties as directed by the school administration
- Performs other tasks and assumes other responsibilities as the Superintendent and/or Board may deem necessary

EVALUATION

Performance of this position will be evaluated annually in accordance with provisions of the Board's policy on Evaluation of Classified personnel.

PHYSICAL DEMANDS (*Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*)

The physical demands and work environment indicated below are examples of the physical aspects this position classification must perform in carrying out essential job functions.

- Ability to sit, walk (2-5 miles a day) or stand for extended periods of time. Regularly, physical requirements include the ability to navigate multi-story buildings.
- Ability to perceive the nature of sound, near and far vision, depth perception, providing oral information, manual dexterity to operate business related equipment, and handle and work with various materials and objects are important aspects of this job.

OTHER

Condition of Employment

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

This is an "at will" position in that the employer or employee may terminate employment at any time for any reason consistent with applicable state or federal law. The employment "at will" policy cannot be changed verbally or in writing, unless the change is specifically authorized in writing and approved by the Board of Trustees of District 411.

Job description received:

Date

Employee Signature

TFSD #411 ADMINISTRATOR SALARY SCHEDULE 2018-19

BASE SALARY

<u>Position</u>	<u>Contract Days</u>	<u>Daily Rate</u>	<u>Base Salary</u>
Elementary VP	201	\$313.68	\$ 63,050.00
Middle School VP	201	\$315.82	\$ 63,480.00
High School VP, MVHS & Bridge Principal	211	\$318.06	\$ 67,110.00
High School AD	218	\$307.84	\$ 67,110.00
Elementary Principal	211	\$338.82	\$ 71,490.00
Middle School Principal	221	\$342.08	\$ 75,600.00
High School Principal	231	\$347.53	\$ 80,280.00
DO Administrator	251	\$356.25	\$ 89,420.00
Associate Superintendent	251	\$379.24	\$ 95,190.00
Superintendent	251	\$402.11	\$ 100,930.00

SUPERVISION FACTOR

1-18 Certified	2%
19-30 Certified	3%
31-50 Certified	4%
51+ Certified	5%
Directors	3%
Associate Superintendent	8%
Superintendent	12%

EDUCATION FACTOR

BA	-
MA	2%
MA+30	3%
MA+60	4%
EDS	6%
PHD/EDD	8%

ADMINISTRATIVE EXPERIENCE FACTOR

0	-
1	1.5%
2	3%
3	4.5%
4	6%
5	7.5%
6	9%
7	10.5%
8	12%
9	13.5%
10	15%
15	18%
20+	21%

COMBINED FACTOR

Elementary VP	45%
Middle School VP	65%
High School VP & AD's	85%

For the 2018-19 school year, two (2) Professional Development Days will be paid as a separate stipend.

Twin Falls School District #411

Job Description

Job Title: Accountant
Department: Business/Finance
Reports To: Director of Business Affairs
FLSA Status: Exempt, 12 month year, salary as per classified supervisor's salary schedule, .83% vacation days/month yrs 1-6; 1.25 vacation days/month 7+ yrs, 1 sick day month, 3 personal days annually
Prepared By: Human Resources Department
Prepared: June 2018
Approved By:
Approval Date:

JOB GOAL

Under direction of the Director of Business Affairs, performs high level accounting and accounting support functions involving general ledger accounting, payroll, accounts payable, accounts receivable, fixed assets accounting, investment management, internal auditing functions, district budgets and financial reports and statements.

QUALIFICATIONS (minimum)

Bachelor's degree in accounting, finance, public administration or business. A master's degree in related fields is a plus and a current designation as a Certified Public Accountant (CPA) is preferred. Prefer two to three years of experience in all phases of accounting, finance or accounting administration which provides the knowledge and abilities necessary to perform position.

QUALIFICATIONS (desired)

Knowledge and experience in governmental accounting. Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals. Ability to read, analyze and interpret governmental regulations, financial reports and legal documents. Ability to write routine reports and correspondence. Ability to effectively present information and respond to questions from groups of administrators, managers, employees and/or the public.

ESSENTIAL DUTIES include the following (or other duties assigned by the Superintendent or Board).

Employment Responsibilities

- Performs daily accounting functions of the District.
- Balancing, reporting and providing guidance to stakeholders on the accounts and budgets of the school district.
- Prepares all supporting documentation and schedules for the IFARMS Annual and Amended Budget and budget forms for review.
- Preparing and ensuring budgetary compliance for budgets, documentation, policies and reports for federal, special education, transportation, food service, local revenue funds, state revenue funds, special distributions and other programs.
- Assist stakeholders in preparation of budgets and operations of the accounting system including initial budgets, budget amendments, requisition processing, tracking purchase orders, individual and program account management, the generation of related reports, and adjusting journal entries.
- Preparation and posting of monthly board reports, contracts, payable and payroll reports, budgets and audits on the Twin Falls School District website.
- Compiles and presents school district financial information to budget advisory committee, negotiations team, and board members in the absence of the Director of Business Affairs.
- Assist employees in the implementation and ongoing operations of the district school accounting system.
- Point of contact for the district independent auditor. Prepares all required statements, schedules and documentation for the annual audit.
- Performs journal and budget entries into the financial system.
- Assists in the reconciliation and closing of each accounting period, including the year end close out.

REQUIRED SKILLS: In order to perform the above duties, the employee must:

- Possess the ability to work independently.
- Have a mastery of Microsoft Office Products software especially Microsoft Excel.
- Be able to master the district accounting software quickly.
- Be able to communicate clearly.
- Work independently and as an integral part of the finance department and the district team.

2018 ISBA RESOLUTION

SALARY BASED APPORTIONMENT FOR CLASSIFIED EMPLOYEES

WHEREAS, the State of Idaho distributes the major portion of public school funding through the "Salary-Based Apportionment" (SBA) formula; and

WHEREAS, the SBA formula includes separate calculations for instructional, administrative, and classified salary and benefit support; and

WHEREAS, the percentage of funds expended by local districts above their SBA allocation for classified salaries is often significantly higher than the percentage expended over and above the SBA allocations for administrative and instructional salaries; and

WHEREAS, the number of classified full-time equivalents (FTE's) employed by school districts often exceeds the number funded by the SBA formula; and

WHEREAS, districts employ far more professional and technical classified staff, i.e. business and human resource professionals, technology staff, etc. than they did when the SBA formula was first established; and

WHEREAS, districts expend large percentages of operational unit funding and supplemental levy revenues to pay for these classified staff; and

WHEREAS, the salaries paid for professional and technical classified staff far exceed the State's salary based apportionment for these employees, AND school districts need to pay these employees competitive wages to recruit and retain qualified individuals;

NOW, THEREFORE BE IT RESOLVED that the Idaho School Boards Association support changes to the salary based apportionment formula for classified staff designed to bring the percentage paid by the State in line with the percentage paid by districts for instructional and administrative salaries. This should be addressed with changes both to the base salary and number of classified staff provided for by the unit factor.

STATEMENT OF PURPOSE

In the years since the State's salary based apportionment formula was enacted, school districts have made significant changes in how they are run. The number and percentage of classified staff and technology specialists that manage a district's human resources and technology operations has increased dramatically. The portion of the State formula that funds classified salaries and benefits was designed with custodians and school secretaries and aides in mind.

The need for highly skilled human resource specialists as well as professional business managers and technology specialists to manage the complex and technical aspects of a school district has changed the role for these classified positions. Districts now employ more professional business managers, human resource directors, network administrators, web masters, IT specialists, etc. and other skilled classified staff than ever before. Additionally, many of these professional and technical employees are hired to meet State and Federal mandated requirements, including reporting in the Idaho System for Educational Excellence (ISEE), the State's Longitudinal Data System.

This resolution calls for changes in the SBA formula to better reflect the need to increase the salaries and the number of FTE's funded by the classified portion of the formula.

Submitted by Weiser School District No. 431

Submitted by Twin Falls School District No. 411

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

**July 25, 2018
5:00 P.M.**

AGENDA

- | | | |
|------------------|--------------|---|
| 5:00 p.m. | I. | Call to Order |
| 5:00 p.m. | II. | Pledge of Allegiance |
| 5:00 p.m. | III. | Unscheduled Delegations (Audience to Address the Board) |
| 5:00 p.m. | IV. | Consent Calendar <ul style="list-style-type: none">A. Approval of Certified Release of ContractB. Approval of New Classified EmployeesC. Approval of Classified ResignationsD. Approval of Extra-Curricular EmployeeE. Approval of Intern Request |
| 5:00 p.m. | V. | 2017-2018 Data Review - Teresa Jones/Bill Brulotte (30 min) |
| 5:30 p.m. | VI. | Grading Practices Discussion- Dan Vogt and Sara Praegitzer (60 min) |
| 6:30 p.m. | VII. | Policies 2700 and 3701 and procedure 2700 Discussion and Action (10 min) |
| 6:40 p.m. | VIII. | 2015-2020 Strategic Plan Update - Eva Craner (30 min) |
| 7:10 p.m. | IX. | Idaho Business for Education (IBE) Schoolhouse Strategy – Eva Craner (15 min) |
| 7:25 p.m. | X. | 10 Year Plant Facilities Plan – Ryan Bowman (15 min) |
| 7:40 p.m. | XI. | ISBA Training Options Discussion – Trustees (5 min) |
| 7:45 p.m. | XII. | Superintendent’s Goals and Objectives – Brady Dickinson (15 min) |
| 8:00 p.m. | XIII. | Executive Session - If needed |
| 8:05 p.m. | XIV. | 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) Personnel issue action