

**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**

February 11, 2019

AGENDA - Updated

- I. Call to Order
- II. Pledge of Allegiance
- III. Procedural Matters
 - A. Action Items:
 1. Approval of Agenda (Additions and Deletions)
- IV. Unscheduled Delegations (Audience to Address the Board)
- V. Consent Calendar Action
 - A. Approval of Minutes from the January 14th, 23rd, and 28th, 2019 meetings
 - B. Approval of Board Financial Reports
 - C. Approval of Building Financial Reports
 - D. Approval of Accounts Payables and Payroll
 - E. Approval of Monthly Long Term Suspension Report
 - F. Approval of Contracts for Private Service Providers (PSP)/Consultants/Other
 - G. Approval of New Certified Contracts
 - H. Approval of Certified Retirements
 - I. Approval of Certified Resignation
 - J. Approval of New Classified Employees
 - K. Approval of Classified Personnel Resignations
 - L. Approval of Extra Curricular Employees
 - M. Approval of Extra-Curricular Resignations
 - N. Approval of Request for Emergency Provisional
 - O. Approval of Early Graduation Request
- VI. Superintendent's Report
 - A. Certified Employee of the Month – Oregon Trail Elementary & Pillar Falls Elementary
 - B. Classified Employee of the Month – Oregon Trail Elementary & Pillar Falls Elementary
- VII. Instruction
 - A. Information Items:
 1. Building Reports
 - a. Rock Creek Elementary School - Shari Cowger
 - b. Pillar Falls Elementary School - Nancy Murphy
 - c. Magic Valley High School - Roger Keller
 2. 2018-2019 Special Education Report - Mike Gemar
 3. Yoga Course Consideration
 - B. Action Items:
 1. Secondary Math Curriculum Recommendation
- VIII. Budget and Finance
 - A. Information Items: (None)
 - B. Action Items: (None)
- IX. Personnel
 - A. Information Items: (None)
 - B. Action Items: (None)
- X. Board Goals
 - A. Information Items: (None)
 - B. Action Items:
 1. Consider Moving July 24th Work Session to July 17th, 2019
- XI. Future Agenda Items
 - A. ISBA's Legislative Day on the Hill Conference Reminder February 18th and 19th
 - B. February 27, 2019 Meeting @ Oregon Trail Elementary – Building Reports
 - 1-4. Kelli Schroeder, Bickel; Cheri McKenzie, Lincoln; Steve Hoy, Morningside; Tyler Matlock, Oregon Trail.
- XII. Executive Session as per Idaho Code 74-206(1) Subsections (b) (b) to consider student discipline; to consider personnel issues.

Action items after executive session:

 - (1) Student discipline action
 - (2) Administrative leave consideration action
 - (3) Termination of Certified Contract
- XIII. Adjournment

OUR MISSION:
*TO PROVIDE A QUALITY
EDUCATION NECESSARY FOR
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.

WORKING WITH YOUR SCHOOL BOARD

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

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

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

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

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

Thank you for coming. Please come again.

Your Board of Trustees

TWIN FALLS PUBLIC SCHOOLS

School District No. 411

201 MAIN AVENUE WEST

TWIN FALLS, IDAHO

83301

(208) 733-6900

January 14, 2019

7:00 p.m.

- I. Call to Order - The Board of Trustees of School District No. 411, Twin Falls County, State of Idaho, met in its regular monthly meeting at Canyon Ridge High School boardroom #301 located at 300 North College Road, Twin Falls, Idaho, at the hour of 7:00 p.m., on Monday, January 14, 2019. The following trustees were present: Chairman Bernie Jansen, Vice-Chairman Bryan Matsuoka (via telephone), Trustees Paul McClintock, Mary Barron, and Todd Hubbard. There were also present Superintendent of Schools, Brady D. Dickinson; Board Clerk, Michelle Lucas; Associate Superintendent, Bill Brulotte; as well as directors, interested patrons, and employees.
- II. Pledge of Allegiance - The Board of Trustees stood and recited the Pledge of Allegiance.
- III. Procedural Matters Action Items:
 1. Approval of Agenda (Additions and Deletions) – Chairman Jansen asked if there were any additions or deletions to the agenda. Superintendent Dickinson asked to remove item VIII. Budget and Finance, number A. 2. Property for Possible Consideration by School District. Trustee Hubbard moved to approve the agenda as amended. Trustee McClintock seconded the motion. The motion passed unanimously.
 2. Chairman Jansen asked for nominations for the office of chairman of the board. Trustee McClintock moved to leave Bernie Jansen as chairman and Bryan Matsuoka as vice chairman. Trustee Barron seconded the motion. Trustee Hubbard moved to close the nominations. Trustee Barron seconded the motion. Motion passed unanimously. With no other nominations, motion passed unanimously. Bernie Jansen and Bryan Matsuoka retain the positions of chairman and vice chairman.
 3. Trustee McClintock moved to appoint Michelle Lucas as Clerk of the Board, Bob Seaman as Treasurer of the Board, and Naomi Briggs and Sheila Rinehart as Assistant Treasurers of the Board. The motion was seconded by Trustee Barron and the motion carried.
 4. Trustee Hubbard moved to approve the schedule submitted for January 2019 – January 2020 board meetings as presented. The board will meet on the second Monday and the fourth Wednesday at 7:00 p.m. with the exception of the second meetings of the months of May, June, August, November, and December. The first meeting of each month will serve as the

board's business meeting and the second meetings of the month will serve as board building reports or board work-sessions. All business meetings will be held at Canyon Ridge High School boardroom #301 located at 300 North College Road unless posted otherwise. The second meeting of the month for the months of February through May will be at different schools as listed on the public notice. The motion was seconded by Trustee Barron. Motion passed unanimously.

5. Trustee McClintock moved to set the agenda and notice posting locations, as we have been, on the Website and at the administration office. Trustee Barron seconded the motion, Motion passed unanimously.

6. Trustee Hubbard moved to set the signatories for Twin Falls School District #411 when not covered by a specific policy as Board Chair, Vice Chair, Superintendent, Associate Superintendent or Superintendents Designee. Trustee McClintock seconded the motion. Motion passed unanimously.

IV. Unscheduled Delegations (Audience to Address the Board) – Chairman Jansen asked if there was anyone wishing to address the Board. There was no one.

- V. Consent Calendar – Trustee McClintock moved to approve the consent calendar which included: minutes from the December 10, 2018 meeting; board and building financial reports; accounts payable and payroll; contracts/private service providers/consultants/other for Purposity Foundation, Inc., Seidlitz Education, Side by Side Ed. Consulting, The Core Collaborative, Healing Children, LLC, McGraw Hill Education, and Curriculum Associates; new certified employees: Jesus De Leon and CarrieAnne McMurdie; certified retirements for Kirt Short and Rahnona Bos; certified release of contract if a suitable replacement can be secured for Mary Amstutz, new certified employees: Keira Newbry, Rhydan Juno, Margaret Black, Yudith Hall, Garrett Johnson, Andrea Bradshaw, Jessica Campbell, Sarah Buechele, Alexis Boyle, and Jayleen Lovell; classified retirements for Shirley Anderson, AnnDee Daniels, and Carrie Lammers; classified resignations for Nikeysha Wierschem, Carmen Castillo, Claribel Castro, Alana Beal, Amy Hansen, Teresa Thiemann, Brianna Vermilyea, and Trevor Hale; extra-curricular employee: Tysnon Giardina; extra-curricular resignation from Heather Shirley; and request for alternative authorization [The TFSD Board of Trustees declared a hiring emergency for the following positions]: for CarrieAnn McMurdie as 5th grade teacher at Lincoln Elementary School. 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 Perrine Elementary School for the month of January as Amber Bryan, 4th grade teacher and from Rock Creek Elementary, Renay Skov, EL teacher.
- B. Superintendent Dickinson announced the classified employee of the month from Perrine Elementary School as Alisa Radmall, secretary and from Rock Creek Elementary, Becca Austin, secretary. Superintendent Dickinson read a brief resume' and presented each Ms.

Bryan, Ms. Skov, Ms. Radmall, and Ms. Austin with a gift, plaque, and gift certificates for either LA Fiesta or LA Casita. Ms. Bryan, Ms. Skov, Ms. Radmall, and Ms. Austin thanked the board for the honor.

VII. Instruction A. Information Items:

1. Director of Secondary Programs, L.T. Erickson and District Math Department Chair, Sean Spagnolo presented information the math department is considering and their progress thus far. First they need to decide on traditional math or an integrated math with new common core standards. This curriculum is algebra, geometry, statistics, and problem solving all scattered throughout. The department has put quite a lot of research into both traditional and integrated common core standards curriculum. The committee is leaning towards starting with three new integrated math courses, then phasing some in each year over the next three years. Currently 8th grade math is integrated, and 10th grade is set up to follow integrated curriculum. No matter what is decided, the high schools need new text books. A very rough estimate of costs is approximately \$100-\$150 per text book or \$100,000+ per grade level. Dr. Erickson will bring more details later as an informational item later this year.

VII. Instruction B. Action Items:

1. Superintendent Dickinson asked the Board if they had any questions on the 2019-2020 School District Calendar. This item returns for Board action. After a brief discussion, Trustee McClintock moved to approve the 2019-2020 School District Calendar as presented. Trustee Hubbard seconded the motion. Motion passed unanimously.

VIII. Budget & Finance A. Information Items:

1. Child Nutrition Program food bids for the 2nd half of the year were shared. Last year's bid amounts were shared for comparison. The total bid is for \$305,837.28. The District serves over 9,000 meals per day, which is over 1.4 million meals per year. Superintendent Dickinson recommends approval.

VIII. Budget & Finance B. Action Items:

1. Administration recommends approval of the 2nd half school lunch bids in the amounts recommended by the Child Nutrition Supervisor, Lori Reith. Trustee McClintock moved to approve the child nutrition bids in the amounts of: Food Services of America \$5,828.23; Nicholas & Company, Inc. \$11,869.00; and Northwest Distribution \$3,366.00; Nicholas & Company Weekly 2nd ½ \$284,774.05 for a total of \$305,837.28. Trustee Barron seconded the motion. Motion passed unanimously.

IX. Personnel A. Information Items: None

IX. Personnel B. Action Items:

1. After having a month to review, Trustee Barron moved to approve recommended changes to policies and procedures for 7400, 7400P1, P2, P3, and P4 as proposed. Trustee McClintock seconded the motion. Motion passed unanimously.

X. Board Goals A. Information Items:

1. The Board finalized the agenda for the January 23rd board work session.
2. Twin Falls School Board of Trustees reviewed and signed their Code of Ethics.

X. Board Goals B. Action Items:

1. The Board reviewed the district committee list for Board of Trustees and decided to add alternatives for the negotiations committee Trustees, Mary Barron and Todd Hubbard. Trustee McClintock moved to approve the board committee representatives as amended. Trustee Barron seconded the motion. Motion passed unanimously.

XI. Future Agenda Items:

1. The next board meeting is scheduled for January 23, 2019.
2. The next regular board meeting is scheduled for February 11, 2019
3. Idaho School Board Association Legislative Day on the Hill is scheduled for February 18th and 19th, 2019 in Boise. Chairman Bernie Jansen, and Trustees Mary Barron, Bryan Matsuoka, and Todd Hubbard have decided to attend.

XII. Executive Session

Since there was no other business to come before the Board, Trustee McClintock moved that the Board retire into executive session after a five minute break as per Idaho Code 74-206(1) subsection (b) student discipline and personnel issues. Trustee Hubbard seconded the motion. Chairman Jansen asked the Clerk Michelle Lucas to poll the board. Roll call vote is as follows:

Chairman Bernie Jansen – Yes

Vice Chairman Bryan Matsuoka (via telephone) – Yes

Trustee Mary Barron – Yes

Trustee Paul McClintock – Yes

Trustee Todd Hubbard – Yes

Motion carried. The Board convened into executive session at 7:58 p.m.

With the door open, Trustee McClintock moved to go out of executive session. Trustee Hubbard seconded the motion. Motion passed unanimously. The Board opened to the public at 8:06 p.m.

Trustee McClintock moved to uphold the hearing officer's recommendation to expel seven (7) students from the Twin Falls School District #411; one for "Time Served", and six for an indefinite period 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 Hubbard seconded the motion and motion passed unanimously.

Trustee McClintock moved to approve a recommendation from administration to put employee "19-A" on administrative leave with pay. Trustee Barron seconded the motion and the motion passed unanimously.

Trustee Barron moved to adjourn the meeting. Trustee McClintock seconded the motion and the motion passed unanimously. Meeting adjourned at 8:08 p.m.

ATTEST:

Chairman Bernie Jansen

Clerk, Michelle Lucas

TWIN FALLS PUBLIC SCHOOLS

School District No. 411

201 MAIN AVENUE WEST

TWIN FALLS, IDAHO
83301

January 14, 2019

The Board of Trustees of Twin Falls School District #411 met in executive session on Monday, January 14, 2019 at 7:58 p.m., at Canyon Ridge High School boardroom #301 located at 300 North College Road, Twin Falls, Idaho. Chairman Bernie Jansen conducted the meeting. Vice Chairman Bryan Matsuoka (via telephone), Trustees Paul McClintock, Mary Barron, and Todd Hubbard, Superintendent, Brady Dickinson; Associate Superintendent, Bill Brulotte; Board Clerk, Michelle Lucas, and Director of Human Resources, Shannon Swafford were also present.

Since there was no other business to come before the Board, Trustee McClintock moved that the Board retire into executive session after a five minute break as per Idaho Code 74-206(1) subsection (b) student discipline and personnel issues. Trustee Hubbard seconded the motion. Chairman Jansen asked the Clerk Michelle Lucas to poll the board. Roll call vote is as follows:

Chairman Bernie Jansen – Yes

Vice Chairman Bryan Matsuoka (via telephone) – Yes

Trustee Mary Barron – Yes

Trustee Paul McClintock – Yes

Trustee Todd Hubbard – Yes

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Trustee Barron moved to adjourn the meeting. Trustee McClintock seconded the motion and the motion passed unanimously. Meeting adjourned at 8:08 p.m.

ATTEST:

 Chairman Bernie Jansen

 Clerk, Michelle Lucas

TWIN FALLS PUBLIC SCHOOLS

School District No. 411

201 MAIN AVENUE WEST

TWIN FALLS, IDAHO

83301

(208) 733-6900

January 23, 2019

5:00 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 in Canyon Ridge High School boardroom #301 located at 300 North College Road, Twin Falls, Idaho, at the hour of 5:00 p.m., on Wednesday, January 23, 2019. The following trustees were present: Chairman Bernie Jansen, Vice-Chairman Bryan Matsuoka (via telephone), Trustees Mary Barron, and Todd Hubbard. There were also present Superintendent, Brady Dickinson; Board Clerk, Michelle Lucas; Associate Superintendent, Bill Brulotte; district directors, as well as interested patrons, employees, and the media. Trustee Paul McClintock was unable to attend.
- II. Pledge of Allegiance - The Board of Trustees stood and recited the Pledge of Allegiance.
- III. Procedural Matters Action Items:

Approval of Agenda (Additions and Deletions) – Chairman Jansen asked if there were any additions or deletions to the agenda. There was none. Trustee Hubbard moved to approve the agenda. Trustee Barron seconded the motion. The motion passed unanimously.
- IV. Unscheduled Delegations (Audience to Address the Board) – Chairman Jansen asked if there was anyone wishing to address the Board. There was no one.
- V. Consent Calendar

Trustee Barron moved to approve the consent calendar, which included: new classified employees: Madison Dahlquist, Dawn Wolz, and Curtis Proctor; classified resignation from Cindy Greaves; extra-curricular employee Todd Anderson; and request for an alternative authorization [The TFSD Board of Trustees declared a hiring emergency for the following positions]: for Jesus De Leon as resource (IRC) teacher at South Hills Middle School. The motion was seconded by Trustee Hubbard. Motion passed unanimously.
- VI. Student Panel Discussion with the Board

The Board had a twenty minute discussion with a panel of three Canyon Ridge High School students: Sophomore, Ava Otero, Senior, Roza Ahwazi, and Senior Trajan Holtzen. The Board asked questions about their experiences at Canyon Ridge High School, their opinion of a couple school policies, and what the Board/District could do to improve student experiences in school. All three students said that the career center at Canyon Ridge is fantastic and

extremely helpful. The Board thanked the students for participating and asked if they thought having student panels, like this one, at board meetings was a good idea. They all said yes.

VII. 10 Year Plant Facilities Report

Director of Educational Technology, and Operations, Ryan Bowman shared an overview of the plans set for the next ten years and introduced Ken Fisher, and Cole Coba with Paradigm, Scott Straubhar and Brian Coleman with Hummel Architects, Michael Arrington and Jason Derricott with Starr Corporation. They took turns sharing the scope of the work and planned bid process for three major areas of focus: security with school entry vestibules, mechanical system upgrades and/or replacement including HVAC systems, and furniture upgrades and/or replacement. The project team evaluated individual school's needs. Hummel Architects produced preliminary information for improvements to vestibules and HVAC systems. Starr produced cost estimates on preliminary vestibules sketches. Mr. Bowman commented that the HVAC systems condition investigation of is complete, and pricing is in progress. Twin Falls School District has approved Hummel Architects to develop vestibule construction documents for Lincoln, Morningside, Harrison, Perrine, Bickel, and Oregon Trail elementary schools. Vestibules for these six schools is scheduled to start this summer. After some discussion, the Board thanked them for this informative update.

VIII. Supplemental Levy Presentation

Superintendent Dickinson shared the Supplemental Levy Presentation with the Board. He shared some Twin Falls School District #411 achievements, highlights, expenditures, curriculum costs, costs for school security, and comparisons with other similar districts. Two areas that will become a priority and are supported by the supplemental levy are curriculum (science K-12 and Math 9-12). The Budget Advisory Committee's recommendation is to go for a supplemental levy in the amount of five million dollars (\$5,000,000), each year for two years. Dr. Dickinson will share this presentation with well over 50 different community groups and schools to help get the word out to vote March 12, 2019. The estimated cost per year is \$15.82 per \$100,000 value of your home or \$1.32 per month. With a conservative projected increase in market values in our area, the costs should all be a wash. Dr. Dickinson stated that this is not a new tax, but a renewal and a continuation of funding. Since 2012 most districts come to rely on their supplemental levy funds. Dr. Dickinson stood for questions and thanked the Board for the opportunity to share this information.

IX. 2015-2020 Strategic Plan Tasks Update

Director of Community Relations, Eva Craner reviewed and updated the Board on their 2015-2020 Strategic Plan tasks for 2018-2019. This spring a new five year plan will be created with new board tasks.

X. Late-Start/Early-Release Committee Report

Associate Superintendent, Bill Brulotte and Committee Member and Teacher, Annette McFarlin shared the Late-Start/Early-Release Committee's recommendations for school year 2019-2020. The committee is leaning towards having an early release on either Monday's or

Tuesday's each week and extending instructional time for the other days for elementary schools to make up the time. The committee will present to the Board formally later, they will come with a mission statement and with more buy-in from teachers. The district hopes to have a community forum later this spring. Mr. Brulotte and Mrs. McFarlin handed out the book Titled "Leading Impact Teams, Building a Culture of Efficacy" by Paul Bloomberg and Barb Pitchford, to the board members and explained how teachers and administrators are studying this book. They are learning to help structure time for teachers to improve their craft to better impact our students learning. The author of this book will be in our district on May 8th and 9th, 2019.

XI. IBE Residential Construction

Director of Secondary Programs, L.T. Erickson shared CTE goals to expand the program within the district to include residential construction. The plan is to provide pathways for students to enter into the industry of construction, electrical, and others to and hopefully keep the talent here in our community. The next program they will be checking on is programs in the food industry. Dr. Erickson added that the committee is still looking into a place to house the residential construction program. He will be meeting with the state director to see what we might not have thought of. The committee is still checking on logistics and material costs. They are applying for grants and other types of support for the program. These classes will align with CSI to have 3 classes where students can earn 8 credits from CSI. Dr. Erickson commended Dr. Dickinson for his vision to expand the CTE programs. Mrs. Craner added that construction type community members and businesses have asked to participate and help with these endeavors. Leaders in these professions are excited about Twin Falls School District focusing on providing trade skills within our community.

XII. Funding Formula

Dr. Brady Dickinson demonstrated the State Department of Education's funding formula workable spreadsheet, giving examples of what funding could look like if legislators vote to move forward with an enrollment model for funding districts. The State Department wants some sort of bill to go forward this year, after a bit of fine-tuning.

XIII. IStations

Director of Elementary Programs, Teresa Jones demonstrated IStations Assessments (ISIP) program for reviewing K-5 student growth and achievement in reading and math. This program gives monthly snapshots of student's math and reading skills to track progress monthly, throughout the year. Ms. Jones demonstrated how teachers and principals can break data down by school, grade level, individual class, and by student. The district purchased the advanced program package, so the district gets teacher resources such as training videos and much more.

XIV. Future Agenda Items – Day on the Hill Talking Points

Attending 2019 Day on the Hill in Boise will be Superintendent, Brady Dickinson; Director of Fiscal Affairs, Bob Seaman; Board Chairman, Bernie Jansen; and Trustees, Mary Barron, Todd Hubbard, and Bryan Matsuoka. Trustees discussed the need for talking points to take with them to discuss with legislators while at the conference.

XV. Executive Session

Since there was no other business to come before the Board, Trustee Hubbard moved that the Board retire into executive session as per Idaho Code 74-206(1) subsection (b) personnel issues to consider placing certified employee on probation. Trustee Barron seconded the motion. Chairman Jansen asked the Clerk Michelle Lucas to poll the board. Roll call vote is as follows:

Chairman Bernie Jansen – Yes

Vice Chairman Bryan Matsuoka (via telephone) – Yes

Trustee Mary Barron – Yes

Trustee Todd Hubbard – Yes

Trustee Paul McClintock was unable to attend. Motion carried. The Board convened into executive session at 7:55 p.m.

With the door open, Trustee Hubbard moved to go out of executive session. Trustee Barron seconded the motion. Motion passed unanimously. The Board opened to the public at 8:03 p.m.

Trustee Hubbard moved to approve administrations recommendation to place certified employee “A” on formal probation for the 2018-2019 school year. Trustee Barron seconded the motion, motion passed unanimously.

Vice Chairman Matsuoka moved to adjourn the meeting, Trustee Barron seconded the motion and the motion passed unanimously. Meeting adjourned at 8:04 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

January 23, 2019

The Board of Trustees of Twin Falls School District #411 met in executive session on Wednesday, January 23, 2019 at 7:55 p.m., at Canyon Ridge High School boardroom #301 located at 300 North College Road, Twin Falls, Idaho. Chairman Bernie Jansen conducted the meeting. Vice Chairman Bryan Matsuoka (via telephone), Trustees Mary Barron, and Todd Hubbard; Superintendent Brady Dickinson; Associate Superintendent, Bill Brulotte; Clerk Michelle Lucas; and Director of Human Resources, Shannon Swafford were also present. Trustee Paul McClintock was not in attendance.

Since there was no other business to come before the Board, Trustee Hubbard moved that the Board retire into executive session as per Idaho Code 74-206(1) subsection (b) personnel issues to consider placing certified employee on probation. Trustee Barron seconded the motion. Chairman Jansen asked the Clerk Michelle Lucas to poll the board. Roll call vote is as follows:

Chairman Bernie Jansen – Yes

Vice Chairman Bryan Matsuoka (via telephone) – Yes

Trustee Mary Barron – Yes

Trustee Todd Hubbard – Yes

Trustee Paul McClintock was unable to attend. Motion carried. The Board convened into executive session at 7:55 p.m.

With the door open, Trustee Hubbard moved to go out of executive session. Trustee Barron seconded the motion. Motion passed unanimously. The Board opened to the public at 8:03 p.m.

Trustee Hubbard moved to approve administrations recommendation to place certified employee “A” on formal probation for the 2018-2019 school year. Trustee Barron seconded the motion, motion passed unanimously.

Vice Chairman Matsuoka moved to adjourn the meeting, Trustee Barron seconded the motion and the motion passed unanimously. Meeting adjourned at 8:04 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

January 28, 2019

I. Call to Order - The Board of Trustees of School District No. 411, Twin Falls County, State of Idaho, met in a special executive session board meeting at Robert Stuart Middle School conference room located at 644 Caswell Ave. West, Twin Falls, Idaho, at the hour of 7:21 a.m., on Monday, January 28, 2019. The following trustees were present: Chairman Bernie Jansen, Trustees Mary Barron, Bryan Matsuoka, and Todd Hubbard. There were also present Superintendent Brady Dickinson, Clerk of the Board Michelle Lucas, Associate Superintendent Bill Brulotte, and Director of Human Resources Shannon Swafford. Trustee Paul McClintock was unable to attend.

II. Procedural Matters Action Items

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

IV. Executive Session

Trustee Barron moved that the Board retire into executive session pursuant to Idaho Code 74-206(1) subsection (b); to consider a personnel issue. Trustee Hubbard seconded the motion. Chairman Jansen asked the Clerk Michelle Lucas to poll the board. Roll call vote was as follows:

Chairman Bernie Jansen – Yes; Vice Chairman Matsuoka – Yes; Trustee Mary Barron – Yes; Trustee Todd Hubbard – Yes; Trustee Paul McClintock – was not in attendance, Motion carried. The Board convened into executive session at 7:21 a.m.

With the doors open, Trustee Hubbard moved to return to open session. Trustee Barron seconded the motion. Motion passed unanimously. The time was 7:25 a.m. Vice Chairman Matsuoka moved that after considering probation, moved to accept the resignation from employee “A” and approve the reassignment of said employee as recommended by administration. Trustee Hubbard seconded the motion. Motion passed unanimously.

Trustee Hubbard moved to adjourn. Trustee Barron seconded the motion. Motion carried. The time was 7:26 a.m.

ATTEST:

Chairman Bernie Jansen

Clerk Michelle Lucas

TWIN FALLS PUBLIC SCHOOLS
School District No. 411

201 MAIN AVENUE WEST
 TWIN FALLS, IDAHO 83301

(208) 733-6900

Executive Session

January 28, 2019

7:21 a.m.

The Board of Trustees of Twin Falls School District #411 met in special executive session on Monday, January 28, 2019, at 7:21 a.m., at Robert Stuart Middle School conference room located at 644 Caswell Ave. West, Twin Falls, Idaho. Chairman Bernie Jansen conducted the meeting. Trustees Mary Barron, Bryan Matsuoka, and Todd Hubbard along with Superintendent, Brady Dickinson; Clerk of the Board, Michelle Lucas; Associate Superintendent, Bill Brulotte; and Director of Human Resources, Shannon Swafford were in attendance. Trustee Paul McClintock was unable to attend.

Trustee Barron moved that the Board retire into executive session pursuant to Idaho Code 74-206(1) subsection (b); to consider a personnel issue. Trustee Hubbard seconded the motion. Chairman Jansen asked the Clerk Michelle Lucas to poll the board. Roll call vote was as follows:

Chairman Bernie Jansen – Yes; Vice Chairman Matsuoka – Yes; Trustee Mary Barron – Yes; Trustee Todd Hubbard – Yes; Trustee Paul McClintock – was not in attendance, Motion carried. The Board convened into executive session at 7:21 a.m.

With the doors open, Trustee Hubbard moved to return to open session. Trustee Barron seconded the motion. Motion passed unanimously. The time was 7:25 a.m. Vice Chairman Matsuoka moved that after considering probation, moved to accept the resignation from employee “A” and approve the reassignment of said employee as recommended by administration. Trustee Hubbard seconded the motion. Motion passed unanimously.

Trustee Hubbard moved to adjourn. Trustee Barron seconded the motion. Motion carried. The time was 7:26 a.m.

ATTEST:

 Chairman Bernie Jansen

 Clerk Michelle Lucas

Twin Falls School District #411

Monthly Long-Term Suspension Board Report

JANUARY, 2019

School Name	"B" "C"		Total Males	Total Females	# Students - Fighting	Total # Days	# Student - Battery	Total # Days	# Students - Truancy	Total # Days	# Students - Tardies	Total # Days	# Students - Drugs	Total # Days	# Students - Insubordination	Total # Days	# Students - Smoking	Total # Days	# Students - Safety-Threat	Total # Days	# Students - Harassment/Bullying	Total # Days	# Students - Sexual Offense	Total # Days	# Students - Other	Total # Days
Bickel Elementary	5	0	3	6	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	5
Harrison Elementary	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lincoln Elementary	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Morningside Elementary	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Oregon Trail Elementary	1	0	0	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1
Perrine Elementary	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pillar Falls Elementary	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rock Creek Elementary	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sawtooth Elementary	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Robert Stuart Middle school	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vera C. O'Leary Middle School	4	0	2	6	1	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
South Hills Middle School	7	0	2	6	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bridge Academy	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Twin Falls High School	5	3	2	6	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Canyon Ridge High School	11	3	1	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Magic Valley Alternative H.S.	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals	42	7	10	27	3	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
Districtwide - Total Number of Students Suspended																										
Districtwide - Total Number of Days Suspended																										
49																										
125.5																										

DEFINITION - "Long-Term Suspension" is the exclusion from school or individual classes for a specific period of one (1) FULL school day up to five (5) school days.

Contracts - Private Service Providers (PSP)/Consultants/Other

EXECUTIVE SUMMARY

Submitted for Board Information

Dates of Service	Vendor	Amount	
1/1/19 - 12/31/19	Hummel Architects--Service order #2	\$ 88,756.00 plus expenses	
2018/19 yr.	Idaho Digital Learning	\$ 9,300.00	
2019/20 yr.	Latinos In Action (MOU)	\$ 5,000.00 plus membership	
10 yr. agreement	Starr Corporation (Master Agreement)	\$2,000.00 yearly	
2/19 - 5/19	Cole Educational Consulting (Bickel)	\$2,200.00 per day	

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."*

AIA[®] Document B221[™] – 2014

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number Two made as of the Eighth day of January in the year Two Thousand and Nineteen
(In words, indicate day, month and year.)

THE OWNER:

(Name, legal status and address)

Twin Falls School District
201 Main Avenue West
Twin Falls, Idaho 83301

THE ARCHITECT:

(Name, legal status and address)

Hummel Architects, PLLC
2785 North Bogus Basin Road
Boise, Idaho 83702

for the following **PROJECT:**

(Name, location and detailed description)

Security vestibules at Lincoln, Morningside, Harrison, Perrine, Bickel and Oregon Trail.

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the Twenty-Ninth day of August in the year Two Thousand and Eighteen
(In words, indicate day, month and year.)

form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121[™]–2014, Standard Form of Master Agreement Between Owner and Architect

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 INSURANCE

3 ARCHITECT'S SERVICES

4 OWNER'S RESPONSIBILITIES

5 COMPENSATION

6 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

(State below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, authorized representatives, anticipated procurement method, Owner's Sustainable Objective and other information relevant to the Project.)

10 year capital improvement plan - district wide. To address but not limited to:

- Security at school entries
- Mechanical system upgrade and/or replacement
- Roof replacement
- Furniture upgrade and/or replacement

§ 1.2 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

January 2019

.2 Substantial Completion date:

To be determined - By end of year 2019

§ 1.3 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:
(List name, address and other information.)

N/A

§ 1.4 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address and other information.)

Cator Ruma & Associates
Mechanical and Electrical
420 South Orchard Street
Boise, Idaho 83705

Init.

KPFF
Structural
412 East Park Center Boulevard, Suite 200
Boise, Idaho 83706

§ 1.5 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 INSURANCE

The Architect shall maintain insurance as set forth in the Master Agreement. If the Architect is required to maintain insurance exceeding the requirements set forth in the Master Agreement, those additional requirements are as follows:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to this Service Order which exceed those specified in the Master Agreement, if any.)

N/A

ARTICLE 3 ARCHITECT'S SERVICES

§ 3.1 The Architect's Services under this Service Order are described below.

§ 3.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

Remodel or add security vestibules at the following schools: Lincoln, Morningside, Harrison, Perrine, Bickel, and Oregon Trail. Services will include Design, Construction Documents, Bidding and Construction Administration.

§ 3.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

N/A

ARTICLE 4 OWNER'S RESPONSIBILITIES

The Owner shall have those responsibilities set forth in the Master Agreement and as follows:

(Describe the Owner's responsibilities related to this Service Order not otherwise described in the Master Agreement, including, as applicable, surveys, tests, inspections, and reports to be provided by the Owner, and the Architect's access to the site.)

Civil / Landscape
Geotech
Material Testing

ARTICLE 5 COMPENSATION

§ 5.1 For Basic Services described under Section 3.1.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

- Lincoln, Morningside, Harrison:	\$62,796.00
- Perrine, Bickel, Oregon Trail:	\$25,960.00

Total:	\$88,756.00
---------------	--------------------

§ 5.2 For Additional Services described under Section 3.1.2 or in the Master Agreement, the Architect shall be

Init.

compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

N/A

§ 5.3 For Reimbursable Expenses, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

\$5,000.00

ARTICLE 6 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:


(List other documents, if any, and any exhibits relied on in Article 3.)

None

This Service Order entered into as of the day and year first written above.


OWNER (Signature)

Brady D. Dickinson Superintendent
(Printed name and title)


ARCHITECT (Signature)

Brian Coleman Project Manager
(Printed name and title)

Init.

2018-2019 AGREEMENT

Idaho Digital Learning Blended Learning Consortium

This Member Agreement ("**Agreement**") is entered into on July 1, 2018 ("**Effective Date**") between Idaho Digital Learning, a governmental entity organized and existing under the laws of the State of Idaho, with a principal place of business at 300 W. Fort Street, Boise, ID 83702 (Main Campus) ("**Idaho Digital Learning**") and Twin Falls School District, acting by and through its Board of Trustees ("**Member**").

1. Authority

Chapter 55, Title 33, Idaho Code authorizes Idaho Digital Learning to enter into agreements with school districts and other agencies for the provision of its products and services to the school district; and Chapters 5 and 6, Title 33, Idaho Code give the Member's Board of Trustees broad authority to operate and maintain the school district and to procure such personal property and curricular materials as necessary therefore.

2. PURPOSE OF AGREEMENT

Member wishes to contract with IDL for the Term (i) for a license to access Idaho Digital Learning's online learning services (the "**Consortium**") and all sequenced online content, articles, text, notes, documents, images, assessment items, assignments, instructional information, and all other contents, resources, materials and services produced, published, displayed, or distributed which are currently provided or subsequently added to the Consortium (the "**Content**") and (ii) for the provision of certain services as specifically set forth in Appendix A ("**Consortium Technologies**"), and Appendix B ("Ongoing Support"). The purpose and objective of this Agreement is to allow Idaho Digital Learning to provide the Member with the following:

- Access to learning and course management software;
- Online course and curriculum content;
- Training, setup, and support for the Member for implementation of an online or blended delivery model of the Content.

The scope of Services, initial setup fees, and Membership Fees shall be selected by the Member and set forth in Appendix A, and/or B. Appendix A and B and may be amended, from time to time, by mutual written consent of the parties, for the purpose of increasing or decreasing the level and scope of the Services to be provided by Idaho Digital Learning.

3. Grant of License

Pursuant to the terms and conditions of this Agreement, Idaho Digital Learning grants the Member and the authorized educators, administrators, or students of the Member, or any other third party as approved and authorized by Idaho Digital Learning in writing (collectively, the "**Users**"), for the Term of this Agreement, a limited, non-exclusive, terminable, non-transferable license ("**License**") to access the Consortium and the Content contained therein, subject to any limitations set forth in this Agreement and Appendix A, and/or B, and to use and edit the Content pursuant to the terms and conditions set forth in this Agreement and the Terms of Use. The Member's License shall be contingent upon full payment of Member's Membership Fees, as set

forth in Appendix A and B. The Member's License shall terminate upon termination of this Agreement, as provided in Section

4. **TERM and Termination**

a. **Term** This Agreement shall commence upon the Effective Date and expire on **June 30, 2019** or upon the earlier termination by a Party in accordance with Section 4(b) hereof (the "**Initial Term**"). Access to the Consortium, the Content, and Services provided by Idaho Digital Learning shall be immediately terminated upon the expiration or termination of this Agreement.

b. **Renewal Term** Following completion of the Initial Term, this Agreement may be renewed annually for one year renewal periods by mutual written agreement of the Parties (each, a "**Renewal Term**", and collectively, with the Initial Term, the "**Term**").

c. **Termination Without Cause** Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) calendar days' written notice to the other party. Such notice shall specify the date of termination.

d. **Termination for Breach** Abandonment or breach of any Term of this Agreement by either party may be grounds for immediate termination of this Agreement at the sole discretion of the other party. Waiver of any breach by either party shall not be deemed a waiver of the requirements of the entire contract.

e. **Termination for Unsuitable Content** In the event Idaho Digital Learning determines that any Member Contributed Content (as defined in Section 8) jeopardizes Idaho Digital Learning's accreditation, the accreditation of any course or curriculum Content, or is otherwise unsuitable for continued use, Idaho Digital Learning may either (i) immediately terminate this Agreement; or (ii) require the Member and its Users to immediately terminate the use of the applicable Member Contributed Content or Content. Additionally, Idaho Digital Learning, at its discretion, may elect to modify, revise, or correct the Member Contributed Content or Content, as deemed necessary by Idaho Digital Learning.

f. **Termination upon Holdback or Failure to Appropriate** The Parties understand and agree that because Idaho Digital Learning is a governmental entity and the Member is a publicly funded school or school district, this Agreement shall in no way bind or obligate Idaho Digital Learning, Member, or the State of Idaho beyond the term of any particular appropriation of funds, to Idaho Digital Learning, by the State Legislature. Idaho Digital Learning and Member reserve the right to terminate the Agreement, in whole or in part, if the legislature of the State of Idaho does not appropriate sufficient funds as may be required for Idaho Digital Learning or Member. Idaho Digital Learning or Member may also terminate this Agreement if the executive branch of the State of Idaho mandates any cuts in or holdbacks of funding. Should Idaho Digital Learning or Member decide to terminate this Agreement under this provision, such termination shall become effective upon thirty (30) calendar days' written notice to the other party.

5. **FEE FOR SERVICES**

Idaho Digital Learning shall provide to the Member the Services in exchange for payment in full of the Membership Fees, as set forth in Appendix A, and/or B. In the event Member ceases using the Services prior to the end of the Term (i) Member shall not be entitled to a refund of any fees paid to Idaho Digital Learning through the date of termination and (ii) Member is liable for payment of the Membership Fee for the full Term of the Agreement, unless

otherwise determined by Idaho Digital Learning, in its sole discretion.

6. DELIVERY OF SERVICES

Idaho Digital Learning shall have no duty to provide any Services to Member, or permit access to the Consortium, until the Membership Fee has been paid in full, as specifically set forth in Appendix A, and/or B.

7. USE OF content

During the Term of this Agreement, the Member may modify the Consortium's Content to comply with and correspond to the specific educational requirements of the Member. Member shall limit access and use of the Consortium, Assessment and the Content therein to Member's Users, and neither the Member nor the Users may (i) allow any third party access to the Consortium or (ii) sell, lend, rent, lease, license or otherwise provide the Assessment and Content, in its current form or any modified form, to any third party, without the written consent of Idaho Digital Learning. At all times during the term of this Agreement, the Member must comply with the Terms of Use.

8. Idaho Digital Learning RESPONSIBILITIES

Idaho Digital Learning's responsibilities under this Agreement, pursuant to Appendix A and Appendix B, may include the following:

- a. Shall provide to the Member the Services selected by the Member on Appendix A, and Appendix B,
- b. Shall provide Member with limited access to a learning management system for course administration purposes including the limited ability to copy course curriculum and add/remove User accounts, during the Term, in accordance with Appendix A.
- c. Shall provide limited technical support during the Term of the Agreement, including the provision of training to an on-site technical specialist to be located at the Member's site during the initial setup outlined in Appendix A and Appendix B.
- d. Shall provide consulting to Member regarding establishment and implementation of a successful online delivery model.

9. Member RESPONSIBILITIES

Member's responsibilities under this Agreement include the following:

- a. Shall identify users on Appendix A;
- b. Shall identify and select the desired services and pricing reflected on Appendix A, and B;
- c. Shall be responsible for the provision of all technical support for Member's Users at all times, including before and during the implementation of this Agreement;
- d. Shall be responsible for (i) monitoring student correspondence and work to ensure the safety of students and (ii) providing appropriate services to protect the students' safety;
- e. Shall ensure that all textbooks and resources (online or otherwise) are available to each student participant prior to the start of and during all classes;
- f. Shall comply with all federal, state, and local laws, rules and regulations,

including but not limited to requirements established for a student with a disability under the Americans with Disabilities Act, as may be amended from time to time, the Individuals with Disabilities Education Act, as may be amended from time to time, or under the Rehabilitation Act, as may be amended from time to time; and

g. Shall allow Idaho Digital Learning to share Member's experiences and limited details regarding the implementation and success measures regarding their online course delivery model. Member may also share their experience on blended learning with other educators.

10. RESTRICTIONS

Except as otherwise expressly permitted herein, Member and its principals, agents and employees shall not (and shall not allow any third party) to violate the Terms of Use. Member, Users, and their affiliates hereby agree that any attempts to violate this Agreement or the Terms of Use shall constitute a material breach of this Agreement.

11. MEMBER Representations AND WARRANTIES

Member represents and warrants that (i) it has full power and authority to enter into this Agreement, and to agree to all the terms and conditions contained therein and in the Terms of Use, attached hereto and amended from time to time, and has received all parental and other permissions required to permit Idaho Digital Learning to obtain and retain information (including personal information) from Users; (ii) only Member or its Users shall access the Consortium and the Content; (iii) Member and its Users will at all times use the Consortium and the Content only as expressly permitted by this Agreement and the Terms of Use; and (iv) any content, materials, and/or information contributed by Users, and any revisions to the Content by Users, does not and will not contain any libelous, unlawful or infringing materials or content, will not infringe upon any party's proprietary rights, including without limitation statutory or common-law copyright, trademark and right of privacy, and will not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability.

12. WARRANTY & REMEDIES

Member accepts and agrees that the Consortium, its Content, and the Services provided by Idaho Digital Learning, are "as-is" and with all faults accepted, with no warranties, express or implied, of any kind. Idaho Digital Learning makes no representation or warranty of any kind, whether express or implied (either in fact or by operation of law), with respect to the Consortium, its Content, and the Services provided by Idaho Digital Learning or Idaho Digital Learning's authorized designee. Idaho Digital Learning expressly disclaims and Member hereby accepts such disclaimer of all implied warranties, including, but not limited to, any implied warranties of noninfringement, merchantability, fitness for a particular purpose, and validity of intellectual property rights. Idaho Digital Learning does not warrant that the Consortium or its Content is error-free or that operation of the Consortium shall be secure or uninterrupted. To the full extent permitted by law, the duration of statutorily required warranties, if any, shall be limited to the shortest permissible duration.

13. INDEMNIFICATION

- a. **Member Indemnification** Member shall defend, indemnify and hold harmless

Idaho Digital Learning and each of its officers, directors, employees and agents (collectively the "Indemnified Parties") against and in respect of any expense, cost, loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, including, but not limited to, all reasonable costs and expenses and attorney fees arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit that an Indemnified Party may suffer based upon Member's or User's (i) acts or omissions, (ii) use of the Content or Services, (iii) upon any breach of any representation, warranty, undertaking or other obligation of the Member or User, under this Agreement, (iv) violation by Member or Users of the Terms of Use, or (v) use of any portion of the Content with products or services not supplied by Idaho Digital Learning.

b. **Idaho Digital Learning Indemnification** Idaho Digital Learning agrees to defend, indemnify, and hold harmless the Member from and against any and all damages, expenses, costs, claims, judgments and liabilities including, without limitation, reasonable attorney's fees, incurred by the Member (unless caused by the negligence or wrongful acts or omissions of the Member) arising from or in connection with any grossly negligent or wrongful act or omission by Idaho Digital Learning with respect to the provision of the Services.

14. **LIMITATION OF LIABILITY**

Member and Users assume the entire risk as to the use, results, and performance of the Consortium, the Content contained therein, and the Services provided by Idaho Digital Learning. Notwithstanding anything in this Agreement to the contrary, Idaho Digital Learning shall not be liable or obligated with respect to any subject matter of this Agreement or under contract, negligence, strict liability or any other legal or equitable theory (i) for any amounts in excess in the aggregate of the fees paid to Idaho Digital Learning by Member during the twelve-month period prior to the date the claim arose or could have arisen; (ii) for any direct, indirect, special, punitive, incidental or consequential damages (including, but not limited to, claims for any lost profits, business interruption, cost of procurement of substitute goods, technology, services or rights); (iii) for failure of the Consortium, interruption of use or loss or corruption of data or Content; or other pecuniary loss arising out of the use of or inability to use (a) the Consortium or its Content by the Member or (b) Services provided by Idaho Digital Learning, (iv) any delays errors, or omissions, or any defect, quality, accuracy, completeness, timeliness, availability or performance relating to the Consortium or Content contained therein, or (iv) for any matter beyond Idaho Digital Learning's reasonable control. To the extent that the exclusion or limitation of incidental or consequential damages is prohibited by law, any such prohibited limitations and exclusions shall not apply to Member.

15. **SURVIVABILITY**

All representations, warranties, remedies, and indemnities shall survive the expiration or prior termination of the Member Agreement.

16. **CONFIDENTIAL INFORMATION**

Except for any disclosure required by law, each party agrees to retain all confidential information received from the other party in confidence, not to disclose any such information to any other person, and not to use any such information for its own benefit, to the other party's

detriment or for any purpose other than in furtherance of this Agreement. All information which either party and any of its agents receives at any time from the other party or any of its agents shall be deemed confidential and subject to the provisions of this section (including without limitation the Content and Services), whether the information shall be received orally, in writing, visually, by inspection of documents, products or processes, by electronic transmission, or in any other form or manner, excepting only information which the recipient establishes was generally available to the public at the time of disclosure or subsequently became generally available to the public other than as a result, directly or indirectly, of disclosure by the recipient or its agents. Information shall be confidential and shall be subject to this section whether or not it is marked or designated "confidential" at the time of disclosure. Notwithstanding the provisions above, all student related data received or utilized under this Agreement shall be maintained and disclosed under the provisions of the Family Educational Rights and Privacy Act (FERPA).

17. Return of Confidential Information

Upon termination of this Agreement, Member and each User shall cease to access or return to Idaho Digital Learning all Content and other confidential information of Idaho Digital Learning.

18. NO AUTHORITY TO BIND OTHER PARTY

One party under this Agreement shall have no authority to enter into contracts or Agreements on behalf of the other party. All contracts or Agreements shall be entered on behalf of the executing party or executed jointly by both parties. The procedures set forth in this Agreement are intended for the sole use and benefit of Idaho Digital Learning and Member. No third party or other State entity may rely on these procedures. Any failure of Idaho Digital Learning or Member to follow any or all of these procedures, or any future amendment or modification of these procedures, shall not establish any liability of Idaho Digital Learning or Member to any third party or other entity of the State of Idaho.

19. DISCRIMINATION

The Parties hereby agree that no person shall, on the basis of race, color, creed, national origin or gender, be excluded from or denied participation in or otherwise subjected to discrimination in relation to any activity associated with this Agreement.

20. INTERPRETATIONS

Governing Law Any claim, action, suit, proceeding or dispute arising out of the Agreement shall in all respects be governed by, and interpreted in accordance with, the laws of the State of Idaho, without regard to the conflicts of law provisions thereof. The parties hereby consent, acknowledge and agree that venue and jurisdiction for any action, suit or proceeding arising out of these Terms of Use shall vest exclusively in the federal or state courts of general jurisdiction located in Ada County, Idaho.

Attorneys' Fees Should any party employ an attorney for the purpose of enforcing this

Agreement, the prevailing party shall receive its reasonable attorneys' fees and costs.

Assignment The Parties respective obligations and duties as set forth herein are to be performed by the parties and may not be assigned or subcontracted by either party without the written consent of the other party.

Failure or Omissions No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided in this Agreement.

Severability If any part of this Agreement shall be determined to be invalid, illegal or unenforceable, or declared null and void by any court of competent jurisdiction, then such part shall be reformed, if possible, to conform to the law and, in any event, the remaining parts of this Agreement shall be fully effective and operative insofar as reasonably possible.

Compliance with Laws and Regulations Each party shall be and shall remain in compliance with all applicable federal, state and local laws and mandatory regulations in performance of its obligations pursuant to this Agreement.

Dispute. If a dispute arises between the parties regarding their rights or obligations under this Agreement, the parties shall first attempt to settle the dispute by direct discussions. If the dispute cannot be settled by the parties by direct discussions, then the parties agree to endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. Thereafter, any unresolved dispute arising from or relating to this Agreement or a breach of this Agreement shall be resolved as provided by this Agreement and by law.

Resolution of Certain Claims – Injunctive Relief. Member and the Users acknowledge and agree that the Consortium and the Content contained therein, possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained as a result of unauthorized use, and that unauthorized use may cause immediate and irreparable damage to Idaho Digital Learning for which Idaho Digital Learning would not have an adequate remedy at law. Therefore, Member agrees that, in the event of such unauthorized use, in addition to such other legal and equitable rights and remedies as may be available to Idaho Digital Learning, Idaho Digital Learning shall be entitled to injunctive and other equitable relief without the necessity of proving damages or furnishing a bond or other security.

21. Force Majeure

The obligations of either party to perform under this Agreement will be excused during each period of delay caused by acts of God, or by shortages of power, materials or transportation, government orders, labor strikes, work stoppages or disruptions, war (even if not declared), hostilities, terrorism, or embargos which are beyond the reasonable control of the party obligated to perform ("**Force Majeure Event**"). In the event that either party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, such party shall: (i) immediately notify the other party in writing of such Force Majeure Event

and its expected duration, and (ii) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a party's performance for more than 90 days following notice by such party pursuant to this Agreement, the other party may terminate this Agreement immediately upon written notice to such party.

22. Entire Agreement

This Agreement and its Appendices constitute the entire agreement between the parties, and supersede all prior oral and written agreements and understandings between the parties. This Agreement cannot be modified or amended, except in writing signed by all parties. In the event of any inconsistency between this Agreement and its Appendices, this Agreement shall control.

23. USE AND USERS

Idaho Digital Learning Blended Consortium membership provides annual access to Idaho Digital Learning technologies, digital content, and professional development as outlined in Appendix A, and/or B.

The maximum number of Users purchased by Member limits the number of Users. Member may create Users at any time. A User is created when Member provides username login access to Learning Management System (LMS). A User is a student, teacher, staff member, administrator or school official that has a LMS username. If Member exceeds purchased users, Member will be bumped to next user band as outlined in Appendix A Fee Matrix.

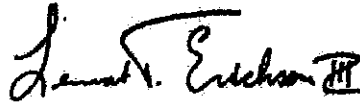
24. TECHNOLOGY

The Member package of technology is a suite of online and blended learning technologies that are assembled to provide a robust, engaging learning environment for online and blended learning. To accommodate for potential changes, Idaho Digital Learning reserves the right to upgrade technologies and substitute functionality sources during the Agreement.



25. Idaho Digital Learning Consortium Fees

	Basic
	3 days
	Included Monthly
	Not Included
	\$1,800
Consortium Technology Access Fees	
Total Account Users (Schools/Districts):	0
- O'Leary MS	250
- Canyon Ridge Middle	250
- Twin Falls High	250
- South Hills Middle	250
	Total: 750
Enter amount of total users	\$7,500
TOTAL ACCOUNT ACCESS FEES	\$9,300

DISTRICT MEMBER	
District:	Twin Falls School District #411
Phone:	(208)733-6900
Address:	201 Main Avenue W Twin Falls, ID 83301
Date:	Name: L.T. Erickson Title: Director of Secondary Programs Signature: 
IDAHO DIGITAL LEARNING	
Date:	Name: Dr. Sherawn Reberry Title: Director of Education Programs Signature:

APPENDIX A - Consortium Technologies

LEARNING MANAGEMENT SYSTEM - Agilix Buzz - learning management system (LMS), accessible from a customized domain for each member. Additionally the technology supports a community consortium feature allowing end users to share content.

Schoology, a learning management system (LMS) available to the district through the partnership with IDLA. IDLA and Schoology will work with the Twin Falls School District to implement the Schoology LMS within the district. IDLA will provide professional development as needed, at minimum of three (3) days, but will work with the district to ensure a successful implementation.

IDAHO DIGITAL LEARNING PORTALS - IDL offers both students and educators a place to aggregate digital resources for online, blended and project based learning opportunities. Customized Digital Learning Portals are encouraged for schools / districts participating in the blended learning consortium and are receiving professional development services. The portals create a space for students and educators to access their online resources. The deployment of custom digital learning portals does not incur any additional costs and generally has very little impact to the timeline.

Professional Services

Professional Development Goals

1. Train teachers in the best practices of blended learning as defined through the strategic planning process.
2. Train teachers in the use of educational technology conducive to the learning environment.
3. Work in a partnership to develop curriculum content using nationally recognized best practices for course delivery in different modalities (i.e. Idaho Online Learning Standards and / or iNacol Standards) and pedagogy.

Implementation Services

Professional development will begin with the design of the district's/schools strategic plan. Training will be delivered at a central location(s) on dates determined during the implementation.

The following matrix outlines the pricing of each level of service that your school has decided upon:

Idaho Digital Learning Implementation Services FEES

Idaho Digital Learning Implementation Services	
	Basic
	3 days
	Included Monthly
	Not Included
	\$1,800
Consortium Technology Access Fees	
Total Account Users (Schools/Districts):	0
- O'Leary MS	250
- Canyon Ridge Middle	250
- Twin Falls High	250
- South Hills Middle	Total: 750
Enter amount of total users	\$7,500

Definitions:

Strategic Planning Sessions: During this meeting the school will discuss goals for school year. This session will include administrators and stakeholders to determine implementation strategies and calendar professional development trainings.

Onsite Training Sessions: Based on Member agreement level, professional development trainings will be delivered throughout the school year to meet your school's Strategic Planning goals.

Virtual Support: Participating districts will have access to the **Teacher Professional Development** blended course, as well as Monthly Virtual Support with Blended/Mastery topics (#OffroadPD). Districts will be invited to join a consortium community and additional virtual support, as needed.

Customer Success Manager: Dedicated staff will be included in contract to oversee implementation and will be the single point of contact.

NOTE: Customized pricing will be given for more than one school and/or more than 2000 users



in a Statement of Work Proposal.

Idaho Digital Learning is able to provide additional technology, training and content options outside of the Idaho Digital Learning Consortium options outlined in Appendix A. Idaho Digital Learning can customize solutions and pricing on a per district or per school basis in order to provide solutions and services to meet unique requests.

APPENDIX B - Ongoing Maintenance & Support

Defect Reporting and Service Requests
Any system related defects found by the Customer must be submitted through the Service Desk for review. The Idaho Digital Learning support specialist will work to manage, resolve and report on service desk tickets submitted by the Customer.
<u> <i>L</i> </u> By initialing, member agrees to terms.
Customer Service Support Hours
Regular hours: Monday - Friday, 8:00 A.M. to 5:00 P.M.
Support cannot be expected on weekends or on all holidays that the state government observes although off hours escalation paths for critical needs will be made available to the technical lead.
From the hours of 5:00 P.M. to 7:00 P.M. on the first and last Monday of every month, and Wednesdays from 10:00 P.M. to 11:59 P.M. MST are reserved for system maintenance, and prior notification (one week or more) will occur if the service will be out during those times.
<u> <i>L</i> </u> By initialing, member agrees to terms.
Customer Support Contact Information
The point of contact for users will be through the Service Desk. Normal business hours are Monday - Friday, 8:00 A.M. to 5:00 P.M. To request service support call, complete a service form, or email us as indicated below.
Phone: 208-629-1411
Form: Click here
eMail: pd@idla.us
Outside of normal operating hours, the following e-mail will be monitored:
emergency@idahodigitalllearning.org
<u> <i>L</i> </u> By initialing, member agrees to terms.
Customer Service Level
Most of the reported issues will be resolved within the business day reported. Issues that occur after office hours will be addressed the following day.
Support for the service to be available during all regular business hours. All times listed are for Mountain Time.
<u> <i>L</i> </u> By initialing, member agrees to terms.
Hourly Maintenance Fees
The cost associated for maintenance and support for Consortium Technologies Appendix A are included in the consortium fee indicated in Appendix A. Special customization for any content or software support will require a separate statement of work.
For additional support, above and beyond your current contract, for the services provided by Idaho Digital Learning to provide maintenance and modifications the hourly rates are as follows:
<ul style="list-style-type: none"> • \$50.00 per hour for Implementation Specialist support • \$600 a day per training for on site training and support - plus travel expenses • All hourly rates are billed in 30 minute minimum increments
<u> <i>L</i> </u> By initialing, member agrees to terms.

MEMORANDUM OF UNDERSTANDING

Between the Twin Falls School District #411 and Latinos in Action

The mission of Latinos In Action is to empower Latino youth to lead and strengthen their communities. We achieve this through culturally responsive social emotional learning, college and career readiness, and leadership development.

The Latinos In Action (LIA) model has proven effective in classrooms throughout the United States. When the program is implemented with fidelity, students gain the self-awareness and self-management skills necessary to succeed in education and in life. They become leaders in their communities by rendering service and utilizing their cultural assets.

Having the support of the school district where LIA classrooms are implemented is essential to the continuing growth, sustainability, data analysis, and outcomes of LIA.

In order to implement the LIA program with fidelity, **Latinos In Action and Twin Falls School District #411** agree to the following:

LATINOS IN ACTION

Latinos In Action will provide the following resources and services:

LAUNCHING LIA SUPPORT

PHASE 1 – On-boarding

1. Initial Launch Meeting

Please ensure the following individuals are present:

- School administrators
- 2-3 potential teachers
- A school counselor
- Elementary principal and reading coach/literacy specialist

2. Memorandum of Understanding

LIA staff and Twin Falls School District #411 agree upon and sign a Memorandum of Understanding.

3. Planning Meeting

After the MOU is signed, LIA staff visit or conference call with an administrator, a counselor, and the LIA teacher to plan the implementation steps.

PHASE 2 – New Teacher Orientation

1. Online Training Module and video conference call with LIA staff
2. Summer Educator Institute

PHASE 3 – Elementary School Partnership

1. LIA staff meet with LIA teacher and elementary liaison to establish the tutoring partnership

PHASE 4- Founder Visits

1. Early in Year 1, Dr. Jose Enriquez presents to the LIA classes to set expectations and motivate students.

PHASE 5 – Program Materials, Assistance, and Training

1. College + Career Readiness Curriculum
 - 75 lesson Plans for High School; 70 Lesson Plans for Middle School/Junior High
 - Unit plans
 - Links to additional online resources
 - Crosswalk detailing fulfillment of State Core and WIDA standards
 - Continually improved curriculum
 - Targeted EL help
 - Project-Based Unit Assessments

2. Technical Assistance

Regional Program Manager provides the following:

The LIA Regional Program Manager works to implement LIA programming with fidelity in LIA partner schools and districts for a specified region. S/he conducts the New Teacher Orientation, supports the teacher throughout the year, helps connect schools with community partners, and provides other local resources and support.

- **Program Manual and implementation materials**
- **Access to LIA staff for support**
- **Annual LIA Youth Leadership Conference**

(If a conference is held within a reasonable distance or the district/school chooses to pay travel costs)

- Full-day celebration and workshops on college campus

- Access for students to apply for LIA scholarships and to participate in writing, visual and dance competitions and other organization-wide activities.
- 3. Educator Institute
(District/School pays travel costs)
Innovative 2-day LIA teacher training held annually in Utah and Florida
- 4. Annual LIA Youth Leadership Boot Camp (For LIA Presidency)
(If a conference is held within a reasonable distance or the district/school chooses to pay travel costs)
 - Multi-day, professional training
 - Lodging, Meals, T-shirts, Recreational Activities
- 5. LIA Teacher Newsletter
 - Bi-monthly program announcements, teacher and student resources, volunteer opportunities, etc.

Twin Falls School District #411

The best LIA schools are those who receive support from school district personnel. These school district representatives assist LIA in maintain program fidelity at each school and can help schools find the resources necessary to sustain LIA on an annual basis.

1. Financial Support
 - Start up and annual School Membership Fees
 - Busing or other district approved transportation to elementary schools and LIA conferences
 - Substitute teacher(s) for each LIA teacher 1x/semester for a collaboration day
 - Activities budget for each participating school
2. Administrative Support:
District will assign a district-level person to act as the District Liaison
3. Data Support:
Allows LIA to conduct pre and post teacher and student outcome surveys to ensure the fidelity of the LIA program. Survey results and measuring instrument shared with the school district upon request. The Twin Falls School District #411 will work with LIA to formulate a data sharing agreement.

IMPLEMENTATION

Currently, the Twin Falls School District #411 intends to implement the LIA program at the following schools:

1. CRHS

A request to implement the LIA program at additional schools within the district must be approved in writing by LIA and the Twin Falls School District #411 prior to program implementation at the new school(s). Any additional school approvals must be attached to this agreement as an amendment.

INDIVIDUAL SCHOOL INVOLVMENT

Program Implementation

Each LIA classroom commits to the following:

1. Operate as a yearlong elective course with a maximum capacity of 30 students.
2. Understanding and agreement by the teacher, counselors, and school administration that LIA is not be utilized as a remedial course, an ELD class, or a language class.
3. Understanding by the teacher, counselors, and school administration that being bilingual is NOT a requirement to participate in the class; however, they will strive to have the class composition be represented by Latino students (80% Latino representation preferred).
4. Avoidance of political ideology. It should NOT be taught in LIA classrooms; the focus is personal cultural assets, education, service, and leadership.
5. The Latinos In Action model, curriculum, and brand are trademarked and may only be used through a subscription with Latinos In Action.
6. **Highly Qualified teacher:** A certified teacher, not a paraprofessional. Chosen with advisement of the LIA administrative staff by June 1 prior to the start of the school year.
 - The LIA teacher and administration agrees to immediately inform LIA staff if/when the LIA instructor is replaced with another teacher
 - This teacher will complete LIA's "New Teacher Orientation" and will also attend the annual Educator Institutes
 - The LIA teacher agrees to respond in a timely manner to LIA request
7. **Four Essentials:**
 - A. The LIA class composition should include academic diversity. The following 30/40/30 ratio is preferred but not required:
 - 30% of students who are advanced learners
 - 40% of students who are traditional learners
 - 30% of students who may need personalized academic support
 - B. **Weekly tutoring**

During the class period, each LIA student will be paired one-on-one with a younger student for whom they will serve as a tutor and mentor at least once a week between October and April.
 - C. **Leadership**

LIA teacher and LIA Regional Program Manager will coordinate (with the help of admin) a partnership with a nearby elementary school for the purpose of providing ongoing tutoring.

- Each LIA class will choose a class presidency.
- Each LIA class will divide into at least three committees (Service, Social, and Professional) and will meet regularly to plan activities and events. Each LIA student will participate in one committee.

D. College and Career Readiness Curriculum.

The LIA teacher will facilitate the College and Career Readiness Curriculum at least once a week.

- Teachers/schools/districts must seek approval from the LIA administrative office for any suggested curriculum additions or changes before use.

8. Note on Student Accountability

- LIA Students are expected to:
- Participate in an LIA classroom committee (e.g., service, social, or professionalism committee)
- Be involved in at least one extracurricular activity (i.e. work, sport, club service, etc....)
- Serve as a tutor
- Participate in at least one service activity each semester(outside of tutoring)
- Demonstrate academic progress and strive to maintain at least a 2.0 GPA
- Challenge themselves to take rigorous coursework that will prepare them for college
- Exhibit the behavior expected of LIA students

Termination and Renewal of Contract

Both parties acknowledge that each school is unique and LIA classrooms will have some variance depending on LIA teacher discretion and school goals. LIA retains the right to discontinue LIA within any of its respective schools if it is determined that the **Twin Falls School District #411** has not exercised diligence in upholding this agreement.

The Twin Falls School District #411 retains the right to discontinue LIA if LIA does not exercise due diligence in upholding this agreement. Additionally, upon at least 90-days' notice to LIA, **Twin Falls School District #411** may discontinue the LIA program at any or all schools for the upcoming school year; such discontinuation will have no effect on the program's implementation in the current year.

This Memorandum of Understanding is effective starting with the 2019-2020 school year, and will automatically renew on a yearly basis. Any changes to the this memorandum must be agreed to by both parties.

COST BREAKDOWN FOR 2019-2020 School Year and subsequent years

Start Up Fee, On Boarding, First-year Training	\$5000.00
First-year Total	\$5000.00
Ongoing yearly Membership Fee	\$2000.00

Authorized Signatories

The below signed parties agree to the respective expectations outlined in the above Memorandum of Understanding.

Latinos In Action CEO/Founder

Date

Latinos In Action CEO/founder signature

Date

Superintendent

Becky D. Dickinson

Superintendent Signature

Date

AIA® Document A121™ – 2014

Standard Form of Master Agreement Between Owner and Contractor where Work is provided under multiple Work Orders

AGREEMENT made as of the Eighth day of January in the year Two Thousand and Nineteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Twin Falls School District, No. 411
201 Main Avenue West
Twin Falls, Idaho 83301

and the Contractor:
(Name, legal status, address, and other information)

Starr Corporation
P.O. Box 46
Twin Falls, Idaho 83303

for the following:
(Insert information related to types of projects, location, facilities, or other descriptive information as appropriate.)

This agreement is for the construction of miscellaneous projects throughout the Twin Falls School District. The work may occur at all of the District's schools, as determined by the Owner. The work shall also include the development of a long-term capital improvement master plan. The master plan will be reviewed and updated with the owner on an annual basis. The construction work will occur over a 10-year period.

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Contractor's scope of Work or establish payment terms or the dates of commencement of the Work or Substantial Completion. This document is intended to be used in conjunction with AIA Document A221™–2014, Work Order for use with Master Agreement Between Owner and Contractor

TABLE OF ARTICLES

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- 2 THE WORK
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- 6 GENERAL PROVISIONS
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- 12 CHANGES IN THE WORK
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- 14 PAYMENTS AND COMPLETION
- 15 PROTECTION OF PERSONS AND PROPERTY
- 16 INSURANCE AND BONDS
- 17 CORRECTION OF WORK
- 18 MISCELLANEOUS PROVISIONS
- 19 TERMINATION
- 20 CLAIMS AND DISPUTES
- 21 SCOPE OF THIS MASTER AGREEMENT

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for ten years after the date first written above ("Date of this Master Agreement").

§ 1.2 This Master Agreement shall apply to all Work Orders agreed to within the term of this Master Agreement until completion of the Work Order. In the event of a conflict between the terms and conditions of this Master Agreement and a Work Order, the terms of the Work Order shall take precedence for the Work provided pursuant to the Work Order.

(Paragraph Deleted)

Init.

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User Notes:

(3B9ADA43)

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Twin Falls School District, No 411
Ryan Bowman, Director of Operations
201 Main Avenue West
Twin Falls, Idaho 83301
Bowmanry@tfsd.org
208-733-6900

§ 1.4.1 In each Work Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Work Order.

§ 1.5 The Contractor identifies the following representative authorized to act on the Contractor's behalf with respect to this Master Agreement:

Michael Arrington
Starr Corporation
P.O. Box 46
Twin Falls, Idaho 83303

§ 1.5.1 In each Work Order, the Contractor will identify a representative authorized to act on behalf of the Contractor with respect to the Work Order.

ARTICLE 2 THE WORK

§ 2.1 The Contractor shall execute the Work set forth in each agreed upon Work Order, consisting of AIA Document A221-2014, Work Order, or such other document as the Owner and Contractor may mutually agree upon. Each Work Order shall state the name, location and detailed description of the Project; identify the Architect; state the Contract Time; state the Contract Sum; describe the Work; and enumerate the Contract Documents.

§ 2.2 The Contractor may refuse to agree to any Work Order issued by the Owner.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds in accordance with each individual Contract.

§ 3.2 Where the Contract Sum is based on the Cost of the Work under Section 3.3 or 3.4 of the Work Order, the Cost of the Work is defined in Exhibit A, Determination of the Cost of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment for individual Contracts submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the first day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

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User Notes:

(3B9ADA43)

(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 Retainage, if any, shall be withheld as follows:

§ 4.1.5 Payments due and unpaid under a Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

One % 1

§ 4.2 Final Payment

§ 4.2.1 Final payment for individual Contracts, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Work except for the Contractor's responsibility to correct Work as provided in Section 17.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and
- .3 a final Certificate for Payment has been issued by the Architect.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 20.3, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 20.4 of this Master Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Work

The term "Work" means the construction and services required by the Contract Documents enumerated in a Work Order, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Work Order and related Contract. The Work may constitute the whole or a part of the Project identified in a particular Work Order.

§ 6.2 The Contract Documents

The Contract Documents are enumerated in each Work Order and consist of this Master Agreement; the Work Order executed by the Owner and Contractor (including, if applicable, Supplementary and other Conditions applicable to the Work Order); all Drawings, Specifications, and Addenda issued in connection with the Work Order; other documents listed in the Work Order; and Modifications issued after execution of the Work Order. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change

Directive or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 6.3 The Contract

The Contract Documents for each Work Order form a separate Contract for construction of the Work ("The Contract"). The Contract represents the entire and integrated agreement between the parties hereto for construction of the Work and supersedes prior negotiations, representations or agreements, either written or oral. A Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 6.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models, and other similar materials.

§ 6.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 6.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with a Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 6.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to a Project outside the scope of a Contract without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 6.6 Transmission of Data In Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission. Unless otherwise agreed, the Parties will use AIA Document E203™-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

ARTICLE 7 OWNER

§ 7.1 The Owner is not required to issue any Work Orders under this Master Agreement.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the project. This includes a written program which shall set forth the Owner's objectives, constraints and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 7.2.2 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 7.2.3 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 8.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 7.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 7.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and, subject to Section 14.2.5, may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

ARTICLE 8 CONTRACTOR**§ 8.1 Review of Contract Documents and Field Conditions by Contractor**

§ 8.1.1 Execution of a Work Order by the Contractor is a representation that the Contractor has visited the relevant site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 7.2.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 8.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 8.2 Supervision and Construction Procedures

§ 8.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under a Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 8.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work.

§ 8.3 Labor and Materials

§ 8.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 8.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 8.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under a Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

§ 8.5 Taxes

The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded for an individual Contract, whether or not yet effective or merely scheduled to go into effect.

§ 8.6 Permits, Fees, Notices, and Compliance with Laws

§ 8.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of a Contract and legally required at the time bids are received or negotiations concluded.

§ 8.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 8.7 Allowances

The Contractor shall include in the Contract Sum for each Work Order all allowances stated in the Contract Documents for that Work Order. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

§ 8.8 Contractor's Construction Schedules

§ 8.8.1 The Contractor, promptly after executing a Work Order, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work described in that Work Order. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 8.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 8.9 Submittals

§ 8.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 8.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.10 Use of Site

The Contractor shall confine operations at the site(s) to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site(s) with materials or equipment.

§ 8.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under a Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material from and about the Project.

§ 8.13 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 8.14 Access to Work

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 8.15 Indemnification

§ 8.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 8.15.1.

§ 8.15.2 In claims against any person or entity indemnified under this Section 8.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 8.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 9 ARCHITECT

§ 9.1 The Owner shall retain an Architect to perform the services enumerated in this Article 9 and as described elsewhere in this Master Agreement. If an Architect is not required by law, or otherwise not engaged on the Project, the Owner shall perform such services.

§ 9.2 The Architect listed on each Work Order will provide administration of the Contract and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment for the Contract. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 9.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 9.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 9.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 9.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 9.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 9.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 9.10 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 SUBCONTRACTORS

§ 10.1 A Subcontractor is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at a Project site.

§ 10.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after execution of a Work Order, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 10.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of

the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner.

ARTICLE 11 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 11.1 The Owner reserves the right to perform construction or operations related to a Project with the Owner's own forces, and to award separate contracts in connection with other portions of a Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make a claim as provided in Article 20.

§ 11.2 The Contractor shall afford the Owner and the Owner's separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 11.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 12 CHANGES IN THE WORK

§ 12.1 By appropriate Modification, changes in the Work may be accomplished after execution of a Work Order. The Owner, without invalidating this Master Agreement or a Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 12.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 12.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 12.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 13 TIME

§ 13.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Work Order, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 13.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 13.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 13.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 14.4.3.

§ 13.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 20.

ARTICLE 14 PAYMENTS AND COMPLETION

§ 14.1 Applications for Payment

§ 14.1.1 Applications for Payment will be submitted individually for each Contract.

§ 14.1.2 Where a Contract is based on a Stipulated Sum or the Cost of the Work plus a Contractor's fee with or without a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor's Applications for Payment.

§ 14.1.3 With each Application for Payment based upon the Cost of the Work, or the Cost of the Work plus a Contractor's fee with or without a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 14.1.4 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

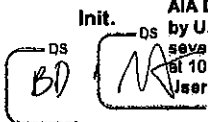
§ 14.1.5 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 14.2 Certificates for Payment

§ 14.2.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 14.2.3.

§ 14.2.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 14.2.3 Subject to Section 14.2.5, the Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner

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required by Section 14.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 14.2.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 8.2.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 14.2.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 14.2.5 The Architect may not withhold a Certificate for Payment in whole or in part, and the Owner shall not withhold payment to the Contractor to impose a penalty or liquidated damages on the Contractor, unless the Contractor agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Architect may not withhold a Certificate for Payment in whole or in part, and the Owner shall not withhold payments to the Contractor, pertaining to one Contract to offset amounts in dispute under a separate Contract.

§ 14.3 Progress Payments

§ 14.3.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

§ 14.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 14.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 14.4 Substantial Completion

§ 14.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 14.4.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 14.4.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall

commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 14.4.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 14.5 Final Completion and Final Payment

§ 14.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 14.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 14.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of the Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 14.5.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 14.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 15 PROTECTION OF PERSONS AND PROPERTY

§ 15.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of a Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 15.1.2 and 15.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 8.15.

§ 15.2 Hazardous Materials

§ 15.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 15.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 15.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 15.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 16 INSURANCE AND BONDS

§ 16.1 The Contractor shall purchase from, and maintain in, a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from (1) claims under workers' compensation acts and other employee benefit acts which are applicable; (2) claims for damages because of bodily injury, including death; and (3) claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in Section 16.1.2, or as specified in a Work Order or elsewhere in the Contract Documents, or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 8.15. Certificates of Insurance, acceptable to the Owner, evidencing required coverages, shall be filed with the Owner prior to commencement of the Work. The Contractor shall cause the commercial liability coverage to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 16.1.1 The Contractor shall furnish bonds covering faithful performance of a Contract and payment of obligations thereunder as specified in Section 16.1.2, or as specified in a Work Order or elsewhere in the Contract Documents, or required by law, whichever coverage is greater. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under a Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 16.1.2 The Contractor shall purchase and maintain insurance of the types and with the limits set forth below, and provide bonds as set forth below, for each Contract created pursuant to this Master Agreement.
(State bonding requirements, if any, and limits of liability for insurance required.)

Type of insurance or bond	Limit of liability or bond amount (% of Contract Sum)
Performance and Payment Bonds	100% of GMP
Builder's Risk Insurance	
General Liability - general aggregate	\$2,000,000 general aggregate
General Liability - each occurrence	\$1,000,000 each occurrence
Automobile Liability	\$1,000,000 combined single limit
Umbrella Liability	\$6,000,000 general aggregate and each occurrence
Worker's Compensation	\$500,000 each accident

§ 16.1.3 The Contractor shall provide written notification to the Owner of the cancellation or expiration of any of the insurance required by this Section 16.1. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation or expiration or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 16.2 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 16.3 Property Insurance

§ 16.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 14.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 16.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 16.3.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. The Owner shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by Section 16.2 and 16.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 16.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 11, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 16.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 11, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 16.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of the Contract Documents. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

ARTICLE 17 CORRECTION OF WORK

§ 17.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 17.2 In addition to the Contractor's obligations under Section 8.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 14.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 17.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.4.

§ 17.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 17.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 17.

ARTICLE 18 MISCELLANEOUS PROVISIONS

§ 18.1 Assignment of Contract

Neither party to a Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 18.2 Governing Law

A Contract shall be governed by the law of the place where the Project described in the Contract is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 20.4.

§ 18.3 Tests and Inspections

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

§ 18.4 Commencement of Statutory Limitation Period

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to a Contract in accordance with the requirements of the final dispute resolution method selected in this Master Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 18.4.

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User Notes:

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ARTICLE 19 TERMINATION

§ 19.1 Termination of a Contract

A Contract may be terminated in accordance with this Article 19. Termination of a Contract under this Article 19 shall not be deemed a termination of any other Contract created pursuant to this Master Agreement.

§ 19.1.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 14.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 19.1.2 Termination by the Owner for Cause

§ 19.1.2.1 The Owner may terminate a Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 19.1.2.2 When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate a Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 19.1.2.3 When the Owner terminates a Contract for one of the reasons stated in Section 19.1.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 19.1.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§19.1.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate a Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 20 CLAIMS AND DISPUTES

§ 20.1 Claims, disputes and other matters in question arising out of or relating to a Contract executed pursuant to this Master Agreement, including those alleging an error or omission by the Architect but excluding those arising under Section 15.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 20.8 and Sections 14.5.3 and 14.5.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 20.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 20.3 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 20.4 If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Master Agreement. Demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 20.5 Either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 20.6 Any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 20.7 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 20.8 Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to any Contracts formed pursuant to this Master Agreement. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 19. Nothing contained in this Section 20.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 21 SCOPE OF THIS MASTER AGREEMENT

§ 21.1 This Master Agreement represents the entire and integrated Master Agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both Owner and Contractor.


§ 21.2 This Master Agreement is comprised of the following documents listed below:

- .1 Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:


.3 Other documents:

(List other documents incorporated into this Master Agreement.)

This Master Agreement entered into as of the day and year first written above, DocuSigned by:


OWNER (Signature)

Brady D. Dickinson, Superintendent
(Printed name and title)


CONTRACTOR (Signature)

Michael Arrington, Starr Corporation
(Printed name and title)

THIS AGREEMENT is effective as of **JANUARY 15, 2019** by and between Bickel Elementary School of Twin Falls School District No. 411, located in Twin Falls, Idaho, (the "**DISTRICT**") and Cole Educational Consulting, 389 Canoe Gulch Road, Libby, MT 59923 (the "**CONSULTANT**").

BACKGROUND

1. **CONSULTANT** has expertise in effective evidence-based reading instructional practices and how they relate to McGraw-Hill *Reading Wonders*, *Open Court Reading*, and the Common Core Standards (CCS) ("Field"). In particular, the Field includes, but is not limited to, grades K-5 training in the area literacy, as connected to evidence-based reading and writing instruction and intervention, with a specific focus on use of explicit routines to support foundational reading skills. Effective coaching routines to support teachers in the classroom may also be addressed. **DISTRICT** has an interest in the Field.
2. **DISTRICT** desires to obtain services of **CONSULTANT**, and **CONSULTANT** wishes to provide such services in the Field.
3. Agreed upon consulting dates between **CONSULTANT** and **DISTRICT** are as follows:
 - February 19-20, 2019
 - March 18-20, 2019
 - April 8-10, 2019
 - May 6-8, 2019

For a total of eleven (11) consulting days.

SERVICES AND PAYMENT

4. **Cost of Services.** **DISTRICT** will pay **CONSULTANT** a flat fee of \$2200.00 per day, in accordance with the consulting services performed under this Agreement. **CONSULTANT'S** invoices for the services rendered pursuant to this Agreement will be sent to **KELLI SCHROEDER** of **BICKEL ELEMENTARY SCHOOL**, after completion of services. Payments shall be made to **CONSULTANT** within forty-five (45) days of **KELLI SCHROEDER'S** receipt of such invoices.

5. **Additional Expenses.** In addition to the \$2200.00 per day per consultant flat-fee rate, **DISTRICT** shall be responsible for all copying to provide services. **CONSULTANT** shall email any documents requiring copies to be made for the training to **KELLI SCHROEDER** a minimum of one week prior to agreed upon consulting date. **DISTRICT** is then responsible for providing specified copies for training purposes.

CONFIDENTIAL INFORMATION

6. **DISTRICT** shall disclose confidential information to **CONSULTANT** directly or indirectly, with or without notice of its confidential nature. Accordingly, **CONSULTANT** agrees to hold all information disclosed to **DISTRICT** in confidence and neither disclose the same to other nor use the same for any purpose other than as provided herein. Upon end of agreement, **CONSULTANT** agrees to destroy all confidential written information supplied to **DISTRICT** or generated by **CONSULTANT** on behalf of **DISTRICT**.

OTHER PROVISIONS

7. In performing Services for **DISTRICT** pursuant to this Agreement, **CONSULTANT** shall be acting in the capacity of an independent contractor to **DISTRICT** and not as an employee of **DISTRICT**. Accordingly, although **DISTRICT** may specify the general nature of the work to be performed and the goals to be met, the details of performing such work and meeting such goals shall be determined by **CONSULTANT**.
8. The term of this Agreement shall be from the Effective Date until **JULY 1, 2019** or until all invoices are paid in full.
9. Either party may terminate this Agreement upon not less than thirty (30) days prior written notice delivered to the other. If the agreement is terminated by either party, **CONSULTANT** will present **DISTRICT** with a statement of account showing all fees paid to that time. If work performed exceeds fees paid to date, **DISTRICT** shall pay **CONSULTANT** for such work at the rate of \$2200.00 per day per consultant, as outlined in paragraph 4. If fees paid exceed work performed to date, **CONSULTANT** shall return all unearned fees to **DISTRICT**.

If agreement is terminated in less than thirty (30) days prior written notice, **DISTRICT** shall pay **CONSULTANT** for such work at rate of \$2200.00 per day per consultant as outlined in paragraph 4, as well as one thousand (\$1,000) dollar termination fee for each day of training terminated.

10. Should any valid federal or state law or final determination of any administrative agency or court of competent jurisdiction invalidate or otherwise affect any provision of this Agreement, the provision or provisions so affected shall be conformed automatically and to the extent possible to the law or determination in question, and in all events the remaining provisions of this Agreement shall continue in full force and effect.

11. Any amendment or modification to this Agreement shall be valid only in writing and signed by both parties. Any notice, request, demand or other communication hereunder shall be in writing and shall be deemed to be duly given when personally delivered to **CONSULTANT** or to **DISTRICT**, as the case may be, or three days after deposit in the United States Mail with postage prepaid addressed:

If to **DISTRICT**:

Bickel Elementary School
607 2nd Ave. East
Twin Falls, ID 83301
ATTN: Kelli Schroeder

If to **CONSULTANT**:

Cole Educational Consulting
389 Canoe Gulch Rd.
Libby, MT 59923
ATTN: Carrie Cole

or to such other address as either party may specify by notice to the other as provided in this Paragraph.

Notices may also be made by personal delivery, by certified or registered mail, return receipt requested, or by reputable international overnight courier and shall be deemed given upon actual receipt, or two (2) days after being sent by reputable international courier service delivery fees prepaid.

12. This Agreement constitutes the entire agreement between the parties respecting the Services expected to be rendered by **DISTRICT** to **CONSULTANT**, and there are no representations, warranties or commitments which may be relied upon by either party except as specifically set forth in this Agreement. This Agreement supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between **CONSULTANT** and **DISTRICT**, whether oral or written. This Agreement may be amended only by an instrument in writing executed by the parties hereto. **DISTRICT** expressly acknowledges that **DISTRICT** has read the terms of this Agreement, has had the opportunity to discuss those terms with his own legal counsel, and understands that this is a legally binding contract.
13. This agreement is personal to **CONSULTANT** and shall not be assigned.
14. This agreement will be governed by the laws of the State of **MONTANA**, and, to the extent applicable, the laws of the United States of America, without regard to the place this Agreement is to be performed or where this Agreement was made.
15. In the event of a dispute, the parties agree to mediate in good faith before a neutral third party agreeable to both parties prior to instituting any legal action other than injunctive relief.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the first date written above by **CONSULTANT**.

CONSULTANT:

Carrie L. Cole
President, Cole Educational Consulting

Carrie L. Cole
Signature

1/18/2019
Date

DISTRICT:

Kelli Schroeder
Signature

Kelli Schroeder
Name (please print)

Principal
Title

January 16, 2019
Date

NEW CERTIFIED EMPLOYEES 2018-2019 or 2019-2020

[illegible]



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: February 7, 2019

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

From: Sonia DeLeon, Human Resources Manager

Re: Certified Retirements – 2019-2020

The following certified employees have submitted their retirement letter resigning their position for the 2019-2020 school year:

- Marsha Dickinson – Teacher – Music at Harrison Elementary School
- Debbie Mason – Teacher – Science at O'Leary Middle School

The Human Resource 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: February 7, 2019

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

From: Sonia DeLeon, Human Resources Manager

Re: Certified Resignation

The following certified employee has submitted her resignation letter resigning her position for the 2019-2020 school year:

- Jocelyn Stephenson – Teacher – Family & Consumer Science at O’Leary Middle School

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



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

Date: February 7, 2019

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 – 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 2018- 2019 school year:

Morgan Butler	Para educator (Special Ed.) at Twin Falls High School
Melissa Shutman	Para educator (ESL) at Harrison Elementary School
Mireira Munoz-Venegas	Para educator (Migrant) at Canyon Ridge, Robert Stuart & South Hills
Janis Hobde	Para educator (Special Ed.) at Twin Falls High School
Caleigh Fallow	Playground Aide at Rock Creek Elementary

The individual listed below is a current employee that has accepted a transfer within the district for the 2018-2019 school year.

NAME

POSITION

Daniel Ault	Para educator (Behavior) at Bickel Elementary School
-------------	--

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

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



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

Date: February 7, 2019

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 2019-2020 school year:

- LaDora Owens – Tray Washer at Oregon Trail Elementary School – 2018-2019
- Kathy Diamond – Administrative Assistant at District Office – 2018-2019
- Lynnette Tubbs – Passroom Assistant at Perrine Elementary School – 2018-2019
- Becky Rigdon – Para educator (Title) at Perrine Elementary School – 2018-2019
- Cyndia Leon – Para educator (Preschool) at Harrison Elementary School – 2019-2020
- Justine Johnson – Crossing Guard at Rock Creek Elementary School – 2019-2020

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: February 7, 2019

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

From: Sonia DeLeon, Human Resources Manager

Re: Extra-Curricular Employees

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

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

Michael Ramey	Assistant Track Coach	Twin Falls High School
Jeffrey Bowman	Assistant Golf Coach	Twin Falls High School
Michael Sato	Assistant Tennis Coach	Twin Falls High School
Lisa Douglas	Assistant Track Coach	Twin Falls High School



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

Date: February 7, 2019

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 for 2018-2019 & 2019-2020

The following employees have submitted their resignation letter resigning their position for the 2018-2019 or 2019-2020 school year:

- JJ Stagge – Head Soccer Coach (2019-2020) at Twin Falls High School
- Sarah Thornborrow – Track Coach (2018-2019) 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.



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HUMAN RESOURCES DEPARTMENT

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

February 7, 2019

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

From: Shannon Swafford, Human Resources Director

Re: Request for Emergency Provisional

To meet state certification criteria to teach in the designated subject areas, the Twin Falls School District will need to request approval of an Emergency Provisional from the Professional Standards Commission for the following individual:

Name	Position	School
Weston Smith	Arts	Canyon Ridge High School

The above individual has been hired as an art teacher for the 2018-19 school year. Mr. Smith has a bachelor's degree in art from University of California, Berkeley. In order for this employee to be employed as an art teacher, the board will need to declare an "area of need." To declare an area of the Twin Falls School District Human Resources Department has determined an area of need exists in our district for this particular position.

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

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

William Brulotte
Associate Superintendent

Early Graduation Request

TFHS Heather Meininger

EMPLOYEE OF THE MONTH QUESTIONS

Certified ____ or Classified 

Name:	Rick Box
School:	Pillar Falls Elementary
Position:	Playground Aide
Hometown:	Twin Falls, Idaho
Inspiration:	My wife inspires me to be a better person. Our teaching staff inspires me daily—you all deserve sainthood!
Pet Peeve:	Bullies
Favorite hobby away from work:	Playing video games or board games, painting, singing
What word describes you best?	Optimistic
One thing people don't know about you:	I am a streamer on Twitch. Check me out! Gvidobox1twitch.tv LOL!
Why did you choose this career?	It chose me. I was volunteering in my son's class and was approached by Nancy and Sandie to fill the position. The rest is history.
What is the #1 activity on your bucket list:	Be a voice actor for a Disney movie.
How do you want to be Remembered?	As the fun guy with a song in his heart and a smile on his face.
Best day on the job was.....	. . . is never just one. My favorite days are when I receive a note or drawing from a student.

Principal Note:

Rick does an excellent job as our playground aide. He always has a positive attitude and has a great rapport with our students. He works hard to keep our students safe. We are very lucky to have him at Pillar Falls with us!

EMPLOYEE OF THE MONTH QUESTIONS

Certified 

Name:	Danielle Ashby
School:	Pillar Falls Elementary
Position:	K-5 Physical Education Teacher
Hometown:	Jerome
Inspiration:	Family
Pet Peeve:	GLITTER in all shapes, forms, and colors
Favorite hobby away from work:	Riding horses
What word describes you best?	Diligent
One thing people don't know about you:	I love canning my own fruits and vegetables.
Why did you choose this career?	I love working with kids!
What is the #1 activity on your bucket list:	Zipline through Belize and visit the Mayan Ruins.
How do you want to be Remembered?	Hard-working, caring person who is honest and trustworthy.
Best day on the job was.....	First day as a PE teacher at Pillar Falls! I was taking on a new challenge by stepping away from the regular classroom. I was both excited and scared at the same time. I am so glad I took the chance, I have LOVED every day since.

Principal Note:

Danielle has done an outstanding job as our P.E. teacher! She is very organized and always has her equipment ready for the students before each lesson. Her classroom management is wonderful and her students are excited to participate in the fun activities that she plans for them. She is a collaborative team member and she is always willing to help when needed. We are so glad to have her on our team!

Twin Falls School District
Board Report Form
2018-2019
School: Rock Creek Elementary

Idaho Standards Achievement Test Spring
2017 and 2018
Mathematics

	Percent of Students that were Proficient and Advanced		
Grade	School	District	State
3 rd 2017	53%	52%	50%
3 rd 2018	58%	46%	50%
4 th 2017	57%	51%	47%
4 th 2018	63%	42%	43%
5 th 2017	69%	44%	41%
5 th 2018	50%	37%	38%

Idaho Standards Achievement Test Spring
2017 and 2018
English Language Arts

	Percent of Students that were Proficient and Advanced		
Grade	School	District	State
3 rd 2017	49%	46%	47%
3 rd 2018	64%	50%	48%
4 th 2017	53%	50%	48%
4 th 2018	52%	45%	46%
5 th 2017	72%	55%	54%
5 th 2018	60%	55%	52%

Idaho Reading Indicator – Longitudinal Data

Grade	Administration	Percent of Students Proficient		
		School	District	State
Kindergarten	Fall 2016	69%	49%	51%
Kindergarten	Spring 2017	87%	83%	80%
Kindergarten	Fall 2017	57%	42%	50%
Kindergarten	Spring 2018	83%	83%	80%
Kindergarten	Fall 2018	44%	43%	43%
1 st Grade	Fall 2016	71%	62%	62%
1 st Grade	Spring 2017	74%	69%	67%
1 st Grade	Fall 2017	59%	56%	63%
1 st Grade	Spring 2018	68%	64%	67%
1 st Grade	Fall 2018	43%	39%	43%
2 nd Grade	Fall 2016	51%	51%	56%
2 nd Grade	Spring 2017	76%	70%	70%
2 nd Grade	Fall 2017	57%	51%	54%
2 nd Grade	Spring 2018	75%	70%	69%
2 nd Grade	Fall 2018	65%	59%	60%
3 rd Grade	Fall 2016	71%	62%	65%
3 rd Grade	Spring 2017	77%	75%	75%
3 rd Grade	Fall 2017	69%	62%	66%
3 rd Grade	Spring 2018	87%	72%	75%
3 rd Grade	Fall 2018	73%	64%	61%

Building Goals: 1 - Rock Creek Elementary Students will show 10% proficiency growth on the spring ISAT/ELA and MATH State testing. ISAT results from spring 2018 were: ELA: 3rd – 64%, 4th – 52%, 5th – 60%. Math: 3rd – 58%, 4th – 63%, 5th – 50%

2 - Rock Creek Elementary will achieve 85% proficient on the spring IRI test. The fall IRI test showed the following: Kindergarten –44%, first grade –43%, second grade 65% and third grade 73%.

2. **Growth Toward Goals** ISAT testing timeline is utilized throughout the year. IStation work is also utilized. All students 1st – 5th have chromebooks. We are working on one to one iPads for Kindergarten. Along with small group interventions, we utilize our EL para, literacy paras, SpEd and ERC paras in order to facilitate small group work. We also have various tutoring options as well. Teachers use the PLC Data form to determine their next steps with each group of students.

3. **Growth Indicators** IRI/IStation: Kinder Fall– 44%, January – 50% 1st Fall– 43%, January – 49%; 2nd Fall – 65%, January – 70% 3rd Fall - 73%, January – 87%; 4th Fall – 71%, January – 78%; 5th Fall -77%, January – 74%

4. **Instructional Focus/Priorities** We continue to establish/adjust the instructional routines and strategies necessary to help all students be successful in a non-Title One school. The staff has worked together to determine best practices and continue to review those to help student success. We also look outside the box to make small group adjustments as well. The staff continues to utilize the PLC model in data analysis and also review data during monthly vertical teaming time. We have implemented the push in model for core curriculum and are pleased with our maiden voyage – knowing adjustments will need to be made.

5. **School Improvement Initiatives** We have received a 3 year PBIS Grant through the state and are currently beginning that training. We are in our third year of an EL grant which pays for our EL para and will continue to seek out opportunities for additional para help. We utilize the PLC model in data analysis and vertical teaming monthly.

6. **Interventions and Extensions** Various intervention models are used throughout the building with the help of multiple volunteers, two K-3 Literacy paras and an EL para. Interventions used are Wonder Works SIPPS, Read Naturally, IStation Reading and Math, Bridges Intervention and small group instruction with a certified teacher. Genius Hour is also utilized as an extension in many grade levels each week. We also have 3 different Robotics clubs meeting weekly grades 1-5. All information is placed in Mileposts.

7. **Leadership Premium Usage** tutoring (grade level and EL), Robotics/STEM Clubs, Student Council, Kindness Club, Choir

8. **Challenges** – Large Class Sizes in most grade levels; strong need for additional para help in order to more effectively implement our Push In Model for all grades. Push in model is where we provide core instruction for all learners which includes special education students. This allows for all students to have access to core instruction before receiving more individualized skill needs.

9. **Bright Spots** - Top Performer in EL Growth; Goal Maker in ELA, Math and ELL; PBIS Grant for 3 years; EL Certified teacher hired (92 students); Push in Model Implementation started this year; PLC Model Continues; Vertical teaming each month provides more in depth teaming for all grade levels; weekly recognition of students followed by a monthly luncheon with the principal; parental support; Positive culture; Morning Mile (1st school in Idaho to implement this program)

Twin Falls School District
Board Report Form
2018-2019

School: Pillar Falls Elementary

Idaho Standards Achievement Test Spring
2017 and 2018
Mathematics

	Percent of Students that were Proficient and Advanced		
Grade	School	District	State
3 rd 2017	57%	52%	50%
3 rd 2018	67%	46%	50%
4 th 2017	67%	51%	47%
4 th 2018	63%	42%	43%
5 th 2017	55%	44%	41%
5 th 2018	70%	37%	38%

Idaho Standards Achievement Test Spring
2017 and 2018
English Language Arts

	Percent of Students that were Proficient and Advanced		
Grade	School	District	State
3 rd 2017	61%	46%	47%
3 rd 2018	67%	50%	48%
4 th 2017	64%	50%	48%
4 th 2018	70%	45%	46%
5 th 2017	63%	55%	54%
5 th 2018	69%	55%	52%

Idaho Reading Indicator – Longitudinal Data

Grade	Administration	Percent of Students Proficient		
		School	District	State
Kindergarten	Fall 2016	69%	49%	51%
Kindergarten	Spring 2017	65%	83%	80%
Kindergarten	Fall 2017	61%	42%	50%
Kindergarten	Spring 2018	84%	83%	80%
Kindergarten	Fall 2018	69%	43%	43%
1 st Grade	Fall 2016	46%	62%	62%
1 st Grade	Spring 2017	81%	69%	67%
1 st Grade	Fall 2017	58%	56%	63%
1 st Grade	Spring 2018	80%	64%	67%
1 st Grade	Fall 2018	55%	39%	43%
2 nd Grade	Fall 2016	59%	51%	56%
2 nd Grade	Spring 2017	76%	70%	70%
2 nd Grade	Fall 2017	61%	51%	54%
2 nd Grade	Spring 2018	75%	70%	69%
2 nd Grade	Fall 2018	79%	59%	60%
3 rd Grade	Fall 2016	76%	62%	65%
3 rd Grade	Spring 2017	83%	75%	75%
3 rd Grade	Fall 2017	68%	62%	66%
3 rd Grade	Spring 2018	77%	72%	75%
3 rd Grade	Fall 2018	73%	64%	61%

1. Building Goals:

SMART Goal #1

Pillar Falls students' ELA and Math ISAT assessment results will be above the state of Idaho average. Fourth and fifth grade students will increase assessment scores by 3% from the previous school year.

End of Year Goal

4 ELA 63% 66% proficient

Math 70% 73% proficient

5 ELA 70% 73% proficient

Math 69% 72% proficient

SMART Goal #2

Pillar Falls students' K-3 IRI assessment results will be above the state of Idaho average. Individual grade level increases are as follows:

End of Year Goal

K 69% 85% proficient (Reading ISIP)

1 55% 80% proficient (Reading ISIP)

2 79% 85% proficient (Reading ISIP)

3 73% 85% proficient (Reading ISIP)

2. Growth Towards Goals

IRI K-3

- Grades 1-3 showed improvement with high percentages of benchmark scores
- Kindergarten showed a slight decrease in benchmark scores

ISIP Reading 4-5

- Grades 4-5 also showed increased benchmark scores

3. Growth Indicators

Grade	Fall IRI /ISIP	Winter IRI/ISIP	% Growth
Kindergarten	69%	62%	-7%
1 st Grade	55%	85%	30%
2 nd Grade	79%	83%	4%
3 rd Grade	73%	83%	10%
4 th Grade	82%	89%	7%
5 th Grade	79%	85%	6%

4. Instructional Focus/Priorities

- Walk to Intervention Model
 - All grades participating in Reading
 - 3rd and 5th participating in Math
- Teachers participating in Instructional Rounds within our building
 - Opportunities for peer observation and reflection
 - Book Study with Instructional Coach- The Wild Card
- Monthly Teaming meetings-
 - 1 meeting with Administration Team to review data
 - 1 meeting with Instructional Coach

Plans for Next Year

- Continued use of data to guide instruction
- Focus on Literacy Instruction as guided by Education Northwest training
- Kagan Training (August 2019)
- Professional Development with Instructional Coach (topics determined on as needed basis)

5. School Improvement Initiatives

- Planning instruction to increase student engagement (based on The Wild Card book study)
- Teacher collaboration and training to increase student engagement
- Monthly teaming with administration and Instructional Coach to track progress of intensive and strategic students.
- RTI team meets weekly to discuss students with academic concerns
- Continued work using Standards Based Report Card- focus on Idaho Core Standards
- Technology training for teachers

6. Interventions and Extensions

- Reading Intervention- daily in all grades
- GT reading extensions with Mrs. Pike grades 3-5 twice a week
- Math Intervention- 3-4 days a week in grades 2-5
- Walk to Intervention Model- 1st - 4th grades
- After school tutoring- 5th grade
- Istation- Reading and Math
- Robotics Club (competitive team)
- Coders Club
- 3-D Printer Club (competitive team)

7. Leadership Premium Usage

- After School Tutoring- 5th grade
- Robotics
- Coders Club
- Website/Facebook coordinator
- Milepost Lead
- Grade level leaders and reps

8. Challenges

- Limited Support Staff
 - 2 Literacy Paras have made a big impact
- Large amount of student absences and tardies

9. Bright Spots

- 1:1 technology K-5th grade
- Robotics Team
- Coders Club
- Student Council (patrols, recycling, monthly news show)
- Family Reading Night
- Family Science Night (scheduled for March 12)
- Increased PTO participation
- Use of flexible seating for students
- 5th grade Maker Days
- Increase in teacher use of technology during instruction

Twin Falls School District
High School Board Report Form
2018-2019

Magic Valley High School

Idaho Standards Achievement Test - Spring
2018
Mathematics

	Percent of Students that were Proficient and Advanced		
Grade	School	District	State
9th	N/A	31	31
10th	0	32	33

Idaho Standards Achievement Test - Spring
2018
English Language Arts

	Percent of Students that were Proficient and Advanced		
Grade	School	District	State
9th	N/A	64	57
10th	0	63	59

Science EOCs
2018

	Percent of Students that were Proficient and Advanced		
Course	School	District	State
Biology	N/A	N/A	63.4
Chemistry	N/A	N/A	73.2

1. Building Goals:

- Improve ISAT Math scores - Twenty-five percent of students, including the white sub-population as identified by ATSI, at Magic Valley High School will demonstrate growth of one level (e.g. below-basic to basic) as evidenced by Math ISAT scores from the spring of 2018 to the spring of 2019.
- Improve ISAT ELA scores - Twenty-five percent of students, including the white sub-population as identified by ATSI, at Magic Valley High School will demonstrate growth of one level (ex: below-basic to basic) as as evidenced by ELA ISAT scores from the spring of 2018 to the spring of 2019.
- Improve graduation rate - We will increase our graduation rate from the 2017-18 school year projected graduation rate of 25.7% (before appeals) to 30% by 2018-19 school year, 35% by 2019-20 school year and 40% by 2020-21 as measured by the Idaho State Dept of Education.

2. Growth Towards Goals:

- At the building level a shared leadership structure has been implemented by the creation of a CSI leadership team, which meets weekly and is chaired by the administrator. This team is comprised of the building administrator, two teachers (math & ELA), counselor, college and career adviser, instructional coach, district curriculum director, parents, students and an SDE capacity builder. The focus of the CSI team will be school improvement, assessment, instruction and accountability. Decisions made by the CSI Leadership team are communicated to the faculty through shared agendas and meeting minutes. Time for input and discussions from the entire staff is provided at weekly faculty meetings. This structure allows the CSI Leadership team to effectively communicate with varied representatives from stakeholder groups and work collaboratively on school improvement efforts, and at the same time, provide and support meaningful leadership roles for staff and stakeholders. The building administrator facilitates those conversations and discussions, with other members of the CSI team available to answer questions and share information.
- Student assessment and achievement data is reviewed generally during the district's Data Day in August, which provides direction for interventions for the school year. In addition, individual teachers review their students' pre-assessments, End-of-Course Assessments, as well as their individual achievement data to guide instruction.
- On our December mid-year report from Achieve 3000, Magic Valley High School students had completed 2,650 activities, with an average score of 74% and an average Lexile gain of 43. (40 points represents one year's growth)
- We are in our first year using Star Math to level set students at the beginning of the year, mid-year and end of the year. The results of our mid-year test showed our students had demonstrated an average of one half years growth, however we had a group of students demonstrate significant growth.

3. Growth Indicators:

- MVHS utilizes several universal screeners, including:
- Empower Pro-Achieve3000, an online program, is used to screen students and to facilitate a school wide reading intervention. Empower3000 is based on scientific research and is a proven and patented method of online differentiated reading instruction. It is designed for Tier I group instruction and is fully equipped to support instruction in reading comprehension, writing, vocabulary, fluency, and foundation skills. Students are required to complete an activity twice weekly in the classroom and progress is monitored and levels are adjusted within the program for growth; reports are used by the classroom teachers to inform students and parents of progress. All MVHS students are assessed twice a year; once upon registration and again at the beginning of second semester. Students whose scores fall below the basic Lexile level or are not making adequate yearly progress of 40 Lexile points per year are compiled to be reviewed by RTI Team for monitoring or Tier II intervention
- This year, all students at MVHS were also screened using STAR Math, once at the beginning of the year, and will again at the beginning of second semester. The results of this assessment will be reviewed by the RTI Team and students will be identified for remediation and/or Tier II interventions by this team.

- All scores are reviewed by the faculty for validity and inconsistencies by comparing student's longitudinal scores from screeners, state assessments, and district benchmarks using Silverback's Mileposts data program which compiles all assessments, interventions, plans, and behavioral reports. Parents of students recommended for Tier II interventions are contacted by letter with a form that is to be signed giving consent for the student to be designated for intervention. Students are then enrolled in a Read 180 class for Tier II intervention which is documented and progress monitored in Mileposts and reports are used to assess student progress, make recommendations for interventions, and inform administration, parents, and students of student's progress.

4. Instructional Focus/Priorities:

- The students at MVHS have two levels of learning needs. First is a more general need as evidenced by their grades and achievement levels upon enrollment at MVHS. Our students have not been successful in traditional schools; they need a change in environment, they need a different approach to education, and they need a clean slate, all of which they receive at MVHS.
- Our block schedule provides a more focused approach to courses. Students only take one or two classes per day; with one class per day, students are in that class for approximately three weeks, with two classes per day, students are in those classes for six weeks. Instead of juggling 7-8 classes for 50 minutes a day, students are allowed the opportunity to focus on one class with one teacher. Class size is limited to eighteen students which also allows both the teacher and student an opportunity to get to know each other. This relationship helps the instructor personalize their instruction to the specific needs of the student. The difference in environment and approach results in more success for the students, and also allows for recognition of accomplishments at a quicker rate and promotes a feeling of self-worth for the students. Our schedule allows us to enroll new students every three weeks and provides us the flexibility to meet the needs of students who only need a few credits in order to graduate.
- More specifically, our students struggle with core subjects, which is clearly delineated in our placement assessments (Star Math, Achieve 3000), ISAT data, and historical grades. Our math department assesses student's specific gaps and provides daily math lessons, utilized in every class every day, to address those gaps. Our students score consistently low in the "skill/procedure" area on the ISAT. Our daily math lessons give students targeted instruction that improves those skills.
- We also have identified specific needs with reading. All classes incorporate Achieve 3000 into their curriculum at least twice a week, and students identified with low Lexile's (under 700) are targeted for a Read 180 support class with our Title 1 paraeducator and a classroom teacher.
- The root cause of these specific learning needs varies with each individual student. Some have gaps in learning due to past attendance issues. Some have struggled since elementary school and simply haven't kept up with their peers. Some have parental/personal issues that result in a home-life that does not support their education. Some students have the skills, but are not motivated to do their best. Some have difficulty processing emotion, and therefore are challenged with mental health issues that affect their ability to learn. Despite the root cause, MVHS functions with the

philosophical foundation that every student can learn, and it is our responsibility to provide the time, support system, and learning environment to create an opportunity for students to succeed.

5. School Improvement Initiatives:

- We were identified as a CSI Up School this past fall. Initially it felt like a “gut punch”, but we have taken a proactive approach and have used it as an opportunity to take a close look at our current practices and determine what we can change to better meet the needs of our students. We still believe the criteria used to identify schools is not reflective on the great things we do for our students, but also understanding that we can get better. One of the first things we had do was conduct a needs assessment and identify goals and strategies to meet the goals. We had three teleconferenced meetings with the State Department of Education where we discussed our needs assessment and goals. We included students and parents in the teleconferenced meeting to include their input in our plan. The plan is complete and has been approved at the district level and submitted to the State Dept. of Ed. We are still waiting for the final approval from them.
- This year was also our accreditation year at Magic Valley High School. The onsite review was completed on January 24 and 25. The review also requires schools to look at current practices and rate themselves on several school quality factors. The review team recognized our strengths as our core values to get students to graduate and live a fulfilling life, our care and compassion for students, parent involvement, professional development, our instructional coach, restorative practices, senior project, student recognition, our college and career advisor, daycare, and our culinary arts program.
- The accreditation team recommended that we ask ourselves the following questions:
 - o What do you want to keep?
 - o What do you want to tweak?
 - o What do you want to throw out?
 - o Are you committed?

6. Interventions and Extensions:

- MVHS utilizes an online program, Empower 3000, to facilitate a school wide Tier I reading intervention. Every student is given a level set test three times a year to determine reading levels as well as monitoring progress and improvement. Qualifying students are required to complete an activity two or three times weekly in the classroom. Students showing lower than a 700 Lexile on their level set test for Empower3000 are monitored by a Title 1 paraprofessional in the classroom and receive support as needed. Our lowest lexile scorers are scheduled into a Read 180 Tier II class, offered three times a year.
- This year, all students at MVHS were also screened using STAR Math, once at the beginning of the year, and will again at the beginning of second semester. The results of this assessment will be reviewed by the RTI Team and students will be identified for remediation and/or Tier II interventions by this team.
- MVHS also uses an online mathematics program called Fluintcy to facilitate a school wide Tier I math intervention. This program uses a game theory to get students practicing math skills. It starts students in addition and progresses through pre-algebra concepts, all aligned to CCSS. Students gain points and “level up” by mastering the different topics. Classroom leaderboards and school-wide leaderboards are used to provide incentives and motivation for students to stay engaged and on track. All students’ mathematics levels will be assessed using STAR Math three times a year. Our lowest

below basic scorers will be scheduled into an intensive Tier II intervention class, utilizing the Math 180 program, offered twice yearly. Progress and improvement will be assessed using the students' STAR Math scores.

-

7. Leadership Premium Usage:

- Homework Club
- Robotics Club
- Administrative Support
- Morning Math Coordinator
- Restorative Practices Coach
- Student Ambassadors Advisor

8. Challenges:

- Getting students to try and do their best on benchmark and standardized tests. We interviewed students who took the test last year and they told us they really didn't try or take the test seriously.
- Getting all teachers onboard for our school improvement efforts.

9. Bright Spots:

- Magic Valley High School has a full-time College and Career Advisor who provides opportunities for students to learn about and prepare for postsecondary education and the workforce. MVHS operates with the philosophy that it is crucial to show the students where they could go to college and where they could be working after high school. The College/Career Advisor has assisted students in registering for and utilizing funding for dual credit courses at CSI. She has arranged multiple field trips to various businesses including Chobani, Agri-service, KMVT, and Seastrom Manufacturing. With community involvement being crucial at Magic Valley High School, several career fairs are coordinated based on the students' interests.

Our advisor coordinates Employability Luncheons in which local business leaders talk with students regarding effective resumes, interview practices and provides appropriate work-force ready skills that are needed to be employed at their companies. She develops strong partnerships with the local businesses, which allow our students to job shadow and intern. The College/Career Advisor also coordinates and chaperones campus visits to CSI, NNU, CWI, BSU, and ISU. With CSI so accessible in our community, our students have been able to attend many CSI Program Exploration Days and Career Fairs.

- The work of the CSI Up Team in conducting our needs assessment, setting goals and formulating a plan that will move us forward in the years to come.



Support Services 2018-19

- **Gifted and talented numbers**

Elementary 66 students

Middle School 72 students

High School 73 students

- **504 process:** The 504 Plan is a plan developed to ensure that a child who has a disability identified under the law and is attending an elementary or secondary educational institution receives accommodations that will ensure their academic success and access to the learning environment.

*We previously had several different **504** plan forms in the district but now we have implemented the Powerschool 504 Program throughout the district. We currently have **356** students on 504 plans.*

- **Special Education:** The Individualized Educational Plan (IEP) is a plan or program developed to ensure that a child who has a disability identified under the law and is attending an elementary or secondary educational institution receives specialized instruction and related services.

- **SPED caseload 1193** (Up from 1031 last SY with no new staff added)

1. **School based services**

ERC classrooms-Rock Creek, Harrison, Oregon Trail, Robert Stuart, Canyon Ridge

HIRE learning CRHS

IRC classrooms South Hills

2. **Behavior Programs**

Elementary program is located at Bickel Elementary School (8 students)

Secondary program located on O'Leary campus in the Little House and modular (9) students

STEP located at Twin Falls High School

3. **PreSchool numbers**

Harrison 66

In referral process 10

Pillar Falls 52

In referral process 9

4. Related Services

Audiology

Nursing

Occupational Therapy

Physical Therapy

School Psychologists

Speech/Language

Proactive Behavior Services Secondary BI/CBRS

Positive Connections Behavior Services Elementary BI/CBRS

5. Consulting Teachers 3

6. Social Workers

- Staffing

We continue to have challenges filling open paraprofessional positions within the district. The hiring pool is limited and thus we struggle to have the help we need to best support special need students. The teaching staff are doing a great job of providing support to their students despite the lack of staff.

- Behaviors

We continue to see an increase in severe behaviors with our students that are requiring us to increase the use of CBRS and BI personnel. We are working on getting additional training for staff in behavior interventions for these students. This is going to have to be an area of focus as we move forward. In addition the number of students we are seeing displaying disruptive behavior in the classrooms has increased. The challenge will be to provide training for general education staff to deal with these students since behavior issues don't necessarily mean they will qualify for Special Education services.

- Medicaid funding

We are participating in the Idaho Medicaid reimbursement process. It provides us a partial reimbursement of the IDEA mandated services. This amount varies every month due to changes that occur when IEPs are updated, students move out of the district, goals are met on IEPs so services are terminated, new students are placed on IEPs, etc...

Thank You!



New or Revised Course Proposal

1. General descriptive title: Yoga Life

2. Department or grade level - List department or grade level, if any, which is primarily involved in developing and implementing the proposal.

The CRHS Health/PE Department is involved in initiating, developing, and implementing the proposal. This course would primarily be offered to juniors and seniors.

3. Course description - Describe the overall intent of the course.

“Yoga Life” introduces students to hatha yoga poses and basic knowledge of nutrition and stress management. This course is designed to help students improve their overall health and wellness. Offered to juniors and seniors by Teacher Approval Only.

4. Rationale - (Inventory of Need) - Write a brief statement developing the background for the proposal and why it is essential to change or add it to the instructional program.

Rationale for adding “Yoga Life” as a course available in the CRHS PE Department is 2-fold: It provides a low-impact option for a PE credit, which improves the goal of differentiated education. TFHS would have an opportunity to add the course in the future if logistics allow. Secondly, there is a major need for this type of class. For example, I included Yoga in the Women’s Body D curriculum and it was readily accepted. Also, when Yoga was available to students before school during EOC week, an average of 30 students attended each day. It was also recommended that this class may be an option for pass room students to attend to help improve behavior and focus.

5. Course Standards/Benchmarks/Objectives - List what it is students will know and be able to do as a result of taking this course. Identify course content or areas of emphasis in sequence of instruction.

Learning Outcome 1: Students will demonstrate appropriate safety practices for all yoga poses.

Learning Outcome 2: Students will improve muscle and joint strength, endurance, flexibility.

Learning Outcome 3: Students will demonstrate positive stress management strategies.

6. Evaluation - Identify the measure and the performance standard that will be used to determine whether or not students learned what was intended.

Learning Outcome 1:

Activity: Students will complete a pre/post safety assessment to measure progression of safety knowledge

Outcome Assessment: Post- safety assessment.

Learning Outcome 2:

Activity: Students will participate daily in yoga flows and will teach the class 1x during the course of the semester.

Outcome Assessment: Yoga Teach back to be graded on a rubric.

Learning Outcome 3:

Activity: Students will keep a nutrition and stress management journal.

Outcome Assessment: Journal to be graded on a rubric.

7. List textbook or instructional materials which will contribute to the accomplishment of the identified course objectives.

No textbook required. All teacher resources necessary will be discussed at a later date and purchased through department funds.

8. Cost Analysis - List all expenditures for the program that cannot be covered by the regular budget allotments.

Approximately \$20 per student/sem. would cover the cost of a yoga mats, blocks, and straps. Although this money would be helpful, it is not required. Funds could also be pulled from department funds to buy necessary equipment.

9. Formal Approval Page - This page should contain the signatures of all teachers and administrators who will be responsible for implementing the new or revised program

Proposal has been approved by Dr. Kasey Teske, Robyn Weatherford, and all teachers directly affected by this change.

Print Name

Dr. Kasey Teske

Robyn Weatherford

Leah Holloway

Aly Sauer

Signature

Kasey Teske
Robyn Weatherford
Leah Holloway
Aly Sauer

New or Revised Course Proposal

1. General descriptive title:

Integrated Math 1

Integrated Math 2

Integrated Math 3

2. Department or grade level - List department or grade level, if any, which is primarily involved in developing and implementing the proposal.

Mathematics Department, Secondary Grades 9-12

3. Course description - Describe the overall intent of the course.

Integrated 1 - Students will deepen and extend understanding of linear relationships by applying linear models to data that exhibit trends and use properties and theorems involving congruent figures to extend geometric knowledge. Students will integrate algebraic and geometric concepts studied.

Integrated 2 - Students will study similarity to understand right triangle trigonometry and connections to quadratics through Pythagorean relationships, and explore circles with their quadratic algebraic representations. Students will study quadratic expressions, equations and functions, comparing their characteristics to linear and exponential relationships, explore the use of real and complex numbers to solve quadratic equations, and the link between probability and data. Students will integrate algebraic and geometric concepts studied.

Integrated 3 - Students will study expansion of imaginary and complex numbers, linear, quadratic and periodic functions. Circular functions introduce fundamental concepts of trigonometry. More complex work with equations, matrices and determinants will also be covered.

4. Rationale - (Inventory of Need) - Write a brief statement developing the background for the proposal and why it is essential to change or add it to the instructional program.

The district is trying to adopt new textbooks for the secondary mathematics courses, due to the two pathway models outlined in the appendix of the common core standards a decision needed to be made as to which pathway to follow, traditional or integrated. After lengthy discussions, looking at research, and considering other districts in the valley and state, the decision was reached to try a hybrid of the two pathways. The initial purpose of the integrated courses is two-fold. First, we wanted to address the need to replace the "low track" or remedial courses with courses that are more in line with the district learning goals as well as beginning the process of de-tracking the district mathematics. Second, we wanted to prioritize textbook needs for our oldest and most out of date courses.

5. Course Standards/Benchmarks/Objectives - List what it is students will know and be able to do as a result of taking this course. Identify course content or areas of emphasis in sequence of instruction.

See course descriptions above.

6. Evaluation - Identify the measure and the performance standard that will be used to determine whether or not students learned what was intended.

End of course assessments, unit assessments, and formative assessments in the classroom.

7. List textbook or instructional materials which will contribute to the accomplishment of the identified course objectives.

Will be determined upon approval of the courses. The mathematics department has been looking at textbooks and resources for several months now.

8. Cost Analysis - List all expenditures for the program that cannot be covered by the regular budget allotments.

9. Formal Approval Page - This page should contain the signatures of all teachers and administrators who will be responsible for implementing the new or revised program.

Attached

Course Approval Signature Page

Name of Course: Integrated Math 1, 2, & 3

[Signature]
Teacher

[Signature]
Department Leader

[Signature]
Elementary or Secondary Director

1/29/19
Date Approved

Procedure History

Adopted on:

TFSD

Revised on: 6/09/98

4/08/13

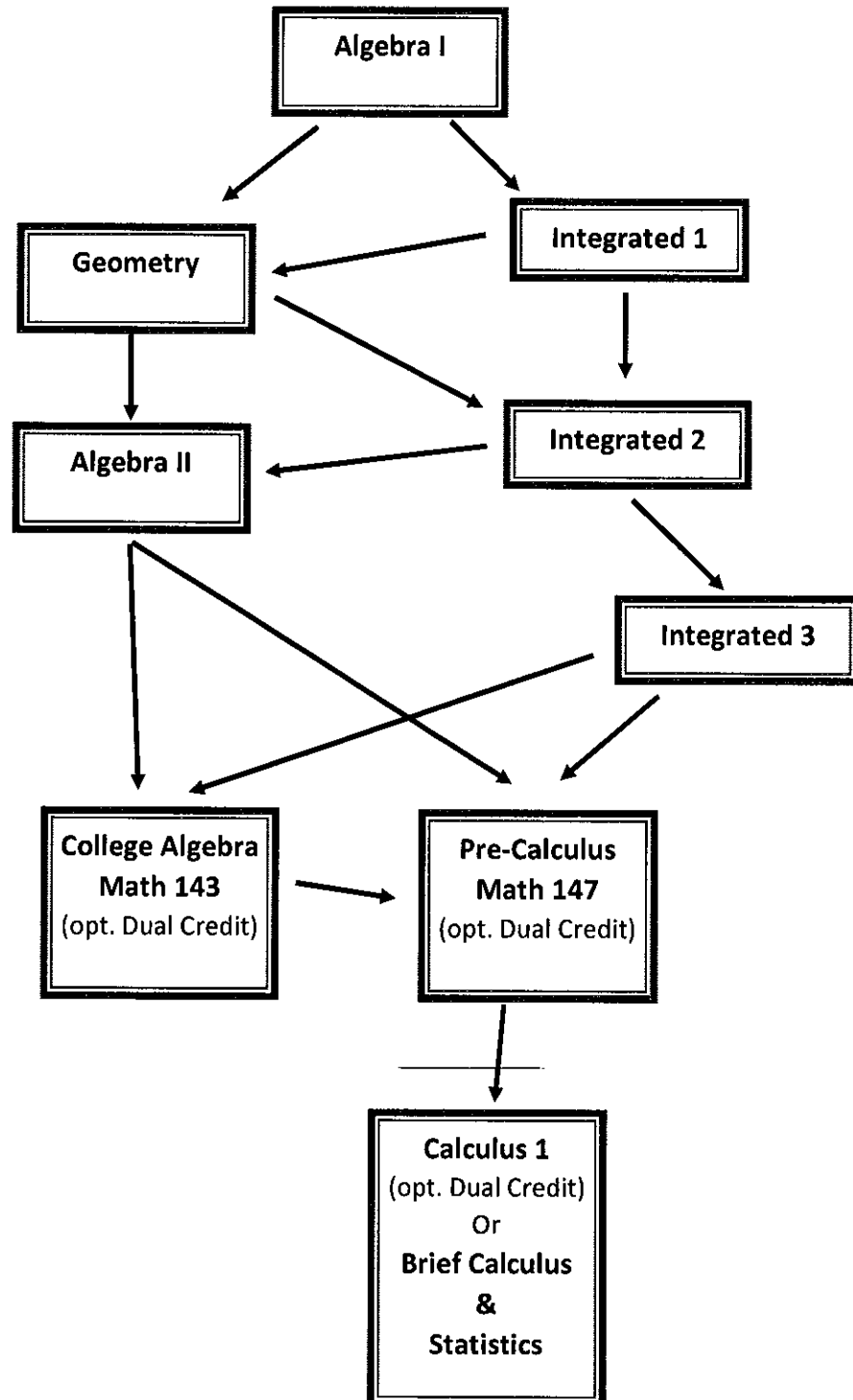
8/11/14

8/10/15

TFSD High School Mathematics Pre-Requisite Flowchart

Students must successfully complete one level of a sequence before moving to the next level.

All placements are ultimately based on teacher recommendations.



Rationale for proposed new courses/flowchart:

- Informal Geometry and Algebra Topics haven't had new books in 15-20 years and should be the first to be updated. Since funds are limited, we suggest buying new Math I books this year and new Math II books next year.
- Having Math I as an alternative to Informal Geometry gives students who struggled in Algebra a fresh approach at the subject as well as some introductory Geometry—thus, they should be able to take Geometry the subsequent year—see flowchart. Currently, students from Informal Geometry never go to Geometry. Some do join the traditional pathway at Algebra II after completing Algebra Topics.
- In the same way, students who have not been successful in Algebra II after completing Informal Geometry and Algebra Topics should see increased success after completing Math I and Math II. It is true that they wouldn't get as much Geometry as they will Algebra, but for these students, the Algebra struggles/misconceptions are what generally holds them back from being successful in Algebra II. These students, then, who before needed remediation in college should be able to pass a College Algebra course—most likely the highest course required for their major.
- Students taking Math I can still get credits per the NCAA Clearinghouse guidelines (they couldn't earn these for Informal or Topics)—thus athletes that have in the past been pushed into Geometry and Algebra II when they weren't ready no longer end up failing and have the remediation they need while still being able to count the credits.
- Algebra I would still be taught at 8th grade. We wouldn't have to worry about middle school teachers being qualified to teach Math I (Geometry included). It appears the rigor of Algebra I can continue to increase as the 8th grade math has become more rigorous with Ready Math.
- We are not ready to abandon what has worked well for us at TFHS. Students completing our traditional pathway have experienced success. However, those students who are not able to move at the same pace or lacking basic skills now have a better source of remediation—Math I would definitely fill in the gaps from Algebra I allowing students to move forward in their math progression and join their peers in the traditional pathway.
- Having Math I in place (and then Math II the following year) would, in a sense, give us a pilot of Integrated Math. After a few years of these courses replacing Informal Geometry and Algebra Topics, if teachers decide that Integrated Math would best serve the entire student body, then the program could be expanded to include Math III. If not, then we could adopt a new traditional series of books.

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 in open session:

- (1) Student discipline action
- (2) Administrative leave consideration action