

TWIN FALLS SCHOOL DISTRICT NO. 411
SCHOOL BOARD MEETING

HELD Virtually at: www.tfsd.org for link to Zoom Meeting:
<https://www.google.com/url?q=https://us02web.zoom.us/j/84169583854?pwd%3DV09HbDUrTk9lRzdhdTGHsY0RaU0R4Zz09&sa=D&ust=1589232381178000&usq=A0vVaw1maMAn4oWzIXQ1YCZ90JkJ> Or call: 253 215 8782 US or 408 638 0968 US
Meeting ID: 841 6958 3854
Password: 120899
May 11, 2020
7:00 P.M.

AGENDA – **UPDATED 5-8-20**

- I. Call to Order *Action*
- 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 April 13 and April 22, 2020 meetings
- B. Approval of Board Financial Report
- C. Approval of Building Financial Report
- D. Approval of Accounts Payable and Payroll
- E. Approval of Contracts for Private Service Providers (PSP)/Consultants/Other
- F. Approval of Administrative Contract
- G. Approval of New Certified Employees
- H. Approval of Certified Retirement
- I. Approval of Certified Personnel Resignations
- J. Approval of Classified Resignations
- K. Approval of Extra-Curricular Resignations
- L. Approval of Extra-Curricular Employee – updated 5-8-20**
- VI. Superintendent’s Report
- A. High School Graduation Plans/Discussion
- B. Food Service/School Meals/Maintenance Update
- VII. Instruction
- A. Information Items:
1. Elementary School Soft-Closure Update
2. Secondary School Soft-Closure Update
3. Summer School Plans
4. Fall 2020 Re-Opening Protocol
- B. *Action* Items: (None)
- VIII. Budget and Finance
- A. Information Items:
1. Confirm Change to 2020-2021 Budget Hearing Date & Time and 2019-2020 Amended Budget Hearing Date & Time
2. Resolution for ADA Adjustment Request
- B. *Action* Items:
1. Confirm Change of 2020-2021 Budget Hearing Date & Time
2. Confirm Change of 2019-2020 Amended Budget Hearing Date & Time
3. Change Needed for 2020 Annual Meeting to July 27, 2020 Work Session
2. Resolution for ADA Adjustment Request
- IX. Personnel
- A. Information Items:
1. Resolution to Suspend Policies Related to COVID-19 and Federal Mandates
2. Annual Policy Review of Policies – Committee Recommendations
3. Special Education Manual Approval/Renewal
- B. *Action* Items:
1. Policy Revision Recommendation 2nd Reading
2. Resolution to Suspend Policies Related to COVID-19 and Federal Mandates
3. Special Education Manual Approval/Renewal
- MISSION
- Our mission is to provide a quality education necessary for all students to be successful in life.
- The School District Board Room is accessible to the physically disabled. Interpreters for persons with hearing impairments, and brailled or taped information for persons with visual impairments, can be provided upon 5 days’ notice. For arrangements, contact Sonia DeLeon at 733-6900.

- X. Board Goals
 - A. Information Items: (None)
 - B. Action Items: (None)

- XI. Future Agenda Items
 - A. Board Meeting June 8, 2020
 - B. Board Meeting/Budget Hearing July 13, 2020
 - C. Annual Board Meeting and Board Worksession July 27, 2020 – Draft Agenda Discussion

- XII. **Action** Executive Session as per ID Code 74-206(1) subsections (b), (c), & (j):
 - (b) superintendent evaluation;
 - (d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, ID Code; and
 - (j) to consider labor contract matters.

Action Items in open session:

 - (1) Superintendent contract discussion and action.

- XIII. Adjournment **Action**

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

April 13, 2020

7:00 p.m.

- I. Call to Order - The Board of Trustees of School District 411, Twin Falls County, State of Idaho, met in its regular monthly meeting virtually in a Zoom online meeting platform (accessible by the public), Twin Falls, Idaho, at the hour of 7:00 p.m., on Monday, April 13, 2020. The following trustees were present: Chairman Bryan Matsuoka, Vice Chairman Paul McClintock, and trustees: Heidi Casdorph, Jonathan Lord, and Jayson Lloyd. There were also present Superintendent, Brady Dickinson; Associate Superintendent, Bill Brulotte; Board Clerk, Michelle Lucas; as well as directors, interested patrons, employees, and the media.
- II. Pledge of Allegiance - The Board of Trustees stood and recited the Pledge of Allegiance.
- III. Procedural Matters Action Items
 1. Approval of Agenda (Additions and Deletions) –Chairman Matsuoka asked if there were any additions or deletions to the agenda. There was none. Trustee Lloyd moved to approve the agenda as submitted. Trustee Lord seconded the motion. The motion passed unanimously.
- IV. Unscheduled Delegations (Audience to Address the Board) – Chairman Matsuoka asked if there was anyone wishing to address the Board. There were no requests submitted/mailed to the Clerk of the Board prior to the deadline.
- V. Consent Calendar – Vice Chairman McClintock moved to approve the consent calendar which included: minutes from March 9, and 18, 2020 meetings; board financial reports; building financial reports; accounts payables and payroll; administrative contract for Sean Impomeni as Activities Director for 2020-2021 school year; administrator resignation for 2020-2021 school year for Ted Reynolds; new certified contract for Marshall McDowell; certified resignation from Janessa Wilson; classified retirement from Candice Young; classified resignations from Andrea Vollmer Zamora, Aaron Spencer, James Carlock, and Rhydan Juno; extra-curricular resignations from Emily Lewis, Mike Ewaniuk, Regan harr as both JV assistant volleyball coach and freshman basketball coach; and Heather Darrow; student teacher request for Melissa Trapper; an extended out of state travel request for Canyon Ridge High School; and requests to use high school football equipment for summer camps for Canyon Ridge High School and Twin Falls High School. The motion was seconded by Trustee Casdorph. Motion passed unanimously.

VI. Superintendent's Report

- A. Superintendent Dickinson announced that O'Leary Middle School Teacher, Kelley Ramirez earned the Twin Falls Education Foundation Teacher of the Year award. Congratulations Kelley!

VII. Instruction A. Information Items:

1. Director of Elementary Programs, Teresa Jones updated the Board on a tentative plan to implement Write Tools at the elementary level next year. This framework can be used hand in hand with other curriculum and is already used for grades 6-12 in our district. This program has been a pilot in K-5 already. This is the first common program for grades K-12 in the district.
2. Superintendent Dickinson gave a COVID-19 update to the Board providing an update on our response to the COVID-19 pandemic. This included a variety of topics including instruction, grading, attendance, and the school calendar. The district will remain in a soft closure indefinitely, however, in all likelihood we will remain in a soft closure for the remainder of this school year. The recommendation from the State Department of Education and Idaho School Boards Association is to continue with an indefinite closure. This is the start of week three with online instruction for students. Dr. Dickinson, Dr. Erickson and Ms. Jones shared grading plans and shared that special education accommodations students are entitled to, are still taking place. Teachers are getting creative in order to meet these accommodations in the digital realm. Dr. Dickinson commended food service for providing 3000-5000 meals per day. Superintendent Dickinson opened up for questions from the Board.
3. Superintendent Dickinson shared that because the first three days of the COVID-19 days, March 16th – 18th, were considered emergency closure days; in compliance with Idaho Code 33-1003A the Board of Trustees must declare that closure was an emergency. The district has sent a Certificate of Closure to the State Department of Education (SDE) and the average daily attendance for those days will be considered by the (SDE) as being the same as the days when school actually was in session or when attendance was not impacted. This also requires action tonight.
4. Due to the fact we will not meet the minimum number of instructional hours in some grade levels for the 2019-2020 school year because of COVID-19 and the stay at home order, the District has to submit a letter requesting this rule be waived for the year. Every district in the state will be required to complete this waiver as per Idaho Code. This also requires action tonight.

VII. Instruction B. Action Items:

1. After a brief discussion, Vice Chairman McClintock moved to approve the emergency

closure dates listed as March 16, 17, and 18, 2020. Trustee Casdorph seconded the motion. Motion passed unanimously.

2. After a brief discussion, Vice Chairman McClintock moved to authorize the request to waive the required instructional hours. Trustee Lloyd seconded the motion. Motion passed unanimously.

VIII. Budget & Finance A. Information Items:

1. Superintendent Dickinson gave the Board an update on the reduction plans due to the 1% holdback from the State. Currently the district identified 22 positions that are scheduled to be eliminated on June 30, 2020, so far 10 of those individuals have been moved to other vacant positions within the district. We are hopeful that the Cares Act funds from the COVID-19 pandemic will help backfill and offsets some of this 1% holdback. For Twin Falls School District the holdback of 1% equals approximately \$600,000 over and above the reductions we were already working towards. The State is looking at a 5% holdback for 2020-2021 school year. The State will try to do the reductions at the state level by claiming a financial emergency. Superintendent Dickinson commented that we can't make solid projections for next year's budget until we get some final numbers from the State. He also noted that normally we would have had our first negotiations meeting by now. ISBA and IEA sent out a letter asking districts to take it slow for starting up negotiations discussions on funding issues. Superintendent Dickinson stood for questions.
2. Superintendent Dickinson shared the request to increase school lunch prices \$.05 which is less than 105% for school year 2020-2021. This recommended school lunch fee increase amount didn't require the district to conduct a hearing because it's less than the 105% rule. The fee increase request is due to an increase of food/non-food costs, and Federal Government regulations. Administration recommends approval of this fee increase. This is also listed as an action item tonight.

VIII. Budget & Finance B. Action Items:

1. Vice Chairman McClintock moved to set the 2020-2021 Budget Hearing for June 8, 2020 at 7:10 p.m. Trustee Casdorph seconded the motion. Motion passed unanimously.
2. Vice Chairman McClintock moved to set the 2019-2020 Amended Budget Hearing for 7:15 p.m. Trustee Lloyd seconded the motion. Motion passed unanimously.
3. With no further discussion, Vice Chairman McClintock moved to approve the increase to school lunch prices as proposed. Trustee Lord seconded the motion. Motion passed unanimously.

IX. Personnel A. Information Items:

1. Community Relations Director, Eva Craner requested the board approve a resolution to suspend policies/procedures through December 31, 2020 due to the COVID-19 pandemic.

In accordance with Twin Falls School District #411 Policy Number 1300, it is resolved by the Twin Falls School District #411 Board of Trustees:

To the extent that any policy of the Board of Trustees previously approved and adopted conflicts with a policy, order or resolution of said Board, the Idaho State Board of Education, the Office of the Superintendent of Public Instruction, the Governor of the State of Idaho and/or the federal government, regarding or related to the coronavirus and COVID-19, including but not limited to orders, statutes, administrative rules and regulations, such conflicting policy or part thereof is hereby suspended and shall have no force or effect until such time as the Board shall determine appropriate.

In the event that any contract or provision thereof to which the District is a party conflicts with any of the measures referred to in paragraph 1 above, the Board of Trustees will make reasonable efforts to resolve such conflict by mutual agreement but will in all cases comply with all applicable statutes, administrative rules, and regulations, directives, etc. which have been promulgated or enacted by state and federal governments and political subdivisions thereof in response to the coronavirus pandemic.

This resolution shall stay in effect until December 31, 2020, and shall suspend portions of TFSD policies including but not limited to the following as they relate to measures referred to in paragraph 1 above. In addition, as other policies are identified that are in need of suspensions based on measures described in paragraph 1 above, the board will ratify those suspensions:

- a. Policy 2700 and 2700P Graduation Requirements
- b. Policy 2945 Grading Keys
- c. Policy 5401 Sick Leave
- d. Policy 5405 Proof of Illness for Sick Leave
- e. Policy 5410 and 5410P Family Medical Leave Act
- f. Policy 5420 and 5420P Long-Term Illness/Temporary Disability
- g. Policy 7218 Federal Grant Financial Management System
- h. Policy 7235 Fiscal Accountability and IDEA Part B Funds
- i. Policy 7235P Written Compensation Procedure (Time and Effort)
- j. Policy 7320 Allowable Uses of Grant Funds
- k. Policy 7320P1 Determining Necessity and Reasonableness of Expenses
- l. Policy 7320P2 Selected Items of Cost
- m. Policy 7400P Procurement under a Federal Award
- n. Policy 7430 Travel Allowances and Expenses
- o. Policy 7450P1 Timely Obligation of Funds

2. Community Relations Director, Eva Craner shared revision recommendations to policies: 3381 Extracurricular and Co-Curricular Participation and 7236 Employees Paid with Federal Funds and Unexpected or Extraordinary Closures. These policies will return next month for board action.

3. Superintendent Dickinson shared his 2020-2021 Superintendent Goal Report and stood for questions. He shared his progress towards each goal and how each goal aligns with the strategic plan.

IX. Personnel B. Action Items:

1. After a brief discussion, Trustee Casdorph moved to approve the following policies/procedures: 1250 Board Advisory Committees, 1250P1 Board Advisory Committees, Remove 1250P2 Advisory Committee Assignments, 2600P Promotion and Retention of Students, 2600F Retention Recommendation Form, 3340 Corrective Actions and Punishment, and 3340P Corrective Actions and Punishments. Vice Chairman McClintock second the motion. Motion passed unanimously.
2. After a brief discussion, Trustee Lord moved to approve the resolution to suspend listed policies/procedures as submitted. Trustee Lloyd seconded the motion. Motion passed unanimously.

X. Board Goals A. Information Items:

1. The Board discussed Community Partner in Education nomination suggestions. In order to keep it a secret and surprise recipients with recognition at the high school graduation ceremonies the Board asked administration to make the final choice.

X. Board Goals B. Action Items: None

XI. Future Agenda Items:

- A. Superintendent Dickinson informed the Board that at the April 22, 2020 board meeting Principal of Harrison Elementary School, Melissa Ardito; Principal of Perrine Elementary School, Tammy Rodabaugh; Principal of Sawtooth Elementary School, Mickey Combs; Principal of Twin Falls High School, Dan Vogt; and Principal of Canyon Ridge High School, Kasey Teske will be in attendance to update the board on their building goals.

XII. Executive Session

Since there was no other business to come before the Board, Vice Chairman McClintock moved that the Board retire into executive session as per Idaho Code 74-206(1) subsections (b) to consider student discipline; and to consider personnel issue for superintendent evaluation/goals; (c) to discuss labor negotiations; (d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code. Trustee Lord seconded the motion. Chairman Matsuoka asked the Clerk Michelle Lucas to verbally poll the board.

Roll call vote was as follows:

Chairman Bryan Matsuoka - Yes

Vice Chairman Paul McClintock - Yes

Trustee Jayson Lloyd - Yes

Trustee Heidi Casdorph - Yes

Trustee Jonathan Lord – Yes

Motion carried. The Board convened into executive session at 8:37 p.m.

After leaving the virtual executive session meeting, Vice Chairman McClintock moved to return to open session. Trustee Lord seconded the motion. Motion passed unanimously. The time was 9:09 p.m.

Vice Chairman McClintock moved to uphold the hearing officer's recommendation to expel one (1) student from school for an indefinite period of time; and that this student be expelled from school as defined in Idaho Code 33-205 and that this student be placed under the purview of the Juvenile Correction Act, Idaho Code 20-510 and 20-511. Trustee Lloyd seconded the motion and was passed unanimously.

Vice Chairman McClintock moved to adjourn. Trustee Lord seconded the motion. Motion carried. The time was 9:11 p.m.

Chairman Bryan Matsuoka

ATTEST:

Clerk Michelle Lucas

TWIN FALLS PUBLIC SCHOOLS

School District No. 411

201 MAIN AVENUE WEST

TWIN FALLS, IDAHO
83301

April 13, 2020

The Board of Trustees of Twin Falls School District #411 met in executive session on Monday, April 13, 2020, at 8:37 p.m., virtually, Twin Falls, Idaho. Chairman Bryan Matsuoka conducted the meeting. Vice Chairman Paul McClintock, Trustees Heidi Casdorph, Jayson Lloyd, and Jonathan Lord; Superintendent, Brady Dickinson; Associate Superintendent Bill Brulotte; and Board Clerk Michelle Lucas were also present.

Since there was no other business to come before the Board, Vice Chairman McClintock moved that the Board retire into executive session as per Idaho Code 74-206(1) subsections (b) to consider student discipline; and to consider personnel issue for superintendent evaluation/goals; (c) to discuss labor negotiations; (d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code. Trustee Lord seconded the motion. Chairman Matsuoka asked the Clerk Michelle Lucas to verbally poll the board.

Roll call vote was as follows:

Chairman Bryan Matsuoka - Yes

Vice Chairman Paul McClintock - Yes

Trustee Jayson Lloyd - Yes

Trustee Heidi Casdorph - Yes

Trustee Jonathan Lord - Yes

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Chairman Bryan Matsuoka

ATTEST:

Clerk Michelle Lucas

TWIN FALLS PUBLIC SCHOOLS

School District No. 411

201 MAIN AVENUE WEST

TWIN FALLS, IDAHO

83301

(208) 733-6900

April 22, 2020

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 virtually in a Zoom online meeting platform (accessible by the public), Twin Falls, Idaho, at the hour of 7:00 p.m., on Wednesday, April 22, 2020. The following trustees were present: Chairman Bryan Matsuoka, Vice Chairman Paul McClintock, and trustees: Heidi Casdorph, Jonathan Lord, and Jayson Lloyd. There were also present Superintendent, Brady Dickinson; Associate Superintendent, Bill Brulotte; Board Clerk, Michelle Lucas; as well as directors, interested patrons, employees, and the media.
- II. Pledge of Allegiance - The Board of Trustees stood and recited the Pledge of Allegiance.
- III. Procedural Matters Action Items:
 1. Approval of Agenda (Additions and Deletions) –Chairman Matsuoka asked if there were any additions or deletions to the agenda. There was none. Trustee Lloyd moved to approve the agenda as submitted. Trustee Lord seconded the motion. The motion passed unanimously.
- IV. Consent Calendar - Trustee Lloyd moved to approve the consent calendar, which included: new certified employee Taylor Hall; classified retirement for 2020-2021 school year Sallie Snapp; extra-curricular employee Linsey Noorlander; extra-curricular resignation from Amber Bryan; student teacher request for Katie Klilmes at Twin Falls High School; and District University agreement with Lewis-Clark State College. Trustee Lord seconded the motion. Motion passed unanimously.
- V. Personnel A. Information Items: None
- V. Personnel B. Action Items:
 1. Community Relations Director, Eva Craner explained the need to bump this policy up for approval because it covers Cares Act funds. After a brief discussion, Trustee Casdorph moved to approve policy: 7236 – Employees Paid with Federal Funds and Unexpected or Extraordinary Closures. Trustee Lord second the motion. Motion passed unanimously.
- VI. Board In-Service A. Reports on Building Goals
 1. Principal of Twin Falls High School, Dan Vogt shared a few challenges and followed up with some bright spots for Twin Falls High School. One highlight Mr. Vogt shared was that his staff are focusing on raising student achievement and targeting students to meet their goals. They are also focusing on best practices and teaching to every student. Mr. Vogt also shared

that US News World Report ranked Twin Falls High School as 14th as a top high school. His building report was included in the board packet. After a few minutes of roundtable discussion with the Board, Mr. Vogt thanked the board for the opportunity to share information about his school.

2. Principal of Sawtooth Elementary School, Mickey Combs shared a few challenges and highlights about her school. Ms. Combs commented that they have seen a downward trend in their ELA students' academic progress on the ISAT. One of the highlights mentioned was the amount of staff leadership and moral in her school. Her building report was included in the board packet. After a few minutes of roundtable discussion with the Board, Ms. Combs thanked the board for the opportunity to share information about her school.
3. Principal of Perrine Elementary School, Tammy Rodabaugh shared a few challenges and highlights for her school. Ms. Rodabaugh commented that one of several bright spots is having a decrease in student incidents. One challenge she mentioned was trying to get more than one year's growth for students that are behind. Ms. Rodabaugh's building report was included in the board packet. After a few minutes of roundtable discussion with the Board, Ms. Rodabaugh thanked the board for the opportunity to share information about her school.
4. Principal of Harrison Elementary School, Melissa Ardito shared a few challenges and highlights for Harrison Elementary School. Her building report was included in the board packet. Ms. Ardito commented that a constant challenge is having such a high student mobility rate. She also commented that she is very proud of their student growth. After a few minutes of roundtable discussion with the Board, Ms. Ardito thanked the board for the opportunity to share information about her school.
5. Principal of Canyon Ridge High School, Kasey Teske shared a few challenges and followed up with some bright spots for Canyon Ridge High School. One bright spot mentioned was the successful expansion of their student council. His building report was included in the board packet. After a few minutes of roundtable discussion with the Board, Dr. Teske thanked the board for the opportunity to share information about his school.

VII. Adjournment

Vice Chairman McClintock moved to adjourn the meeting. Trustee Lord seconded the motion and the motion passed unanimously. Meeting adjourned at 8:39 p.m.

Chairman, Bryan Matsuoka

ATTEST:

Clerk, Michelle Lucas

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

EXECUTIVE SUMMARY

Submitted for Board Information

Dates of Service	Vendor	Amount
In effect until terminated	Western Educational Equity Assistance Center (MOU)	
	Technical assistance & training provided	
2020-2021 & continuous	Venture Upward, LLC (online school)	\$2,250 per K student/yr.
unless terminated		\$3,400 per 1-5/yr.
		\$3,700 per 6-8/yr.

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."*



Memorandum of Understanding

Between

Twin Falls School District

Twin Falls, Idaho

And

**Western Educational Equity Assistance Center
Metropolitan State University of Denver**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Twin Falls School District, Twin Falls, Idaho (the "district"), and The Western Educational Equity Assistance Center (WEEAC), to provide technical assistance and training as outlined in this MOU.

Background: The Twin Falls School District serves over 9,300 students in Twin Falls, Idaho. It is comprised of nine elementary schools, two middle schools, one alternative middle school, two high schools, and one alternative high school. The district received a complaint file by a parent of a middle school student with the Seattle, WA Office for Civil Rights (OCR). The complaint was filed under Title IX sex discrimination.

As part of the resolution agreement, OCR suggested that the District contact the WEEAC for technical assistance and professional development training. In order to meet the resolution agreement with OCR, the District has agreed to provide training and technical assistance to students and educators at the middle schools on sexual harassment and bullying. The District has agreed to retain the services of the Western Educational Equity Assistance Center, located in

Denver to provide face-to-face training to a select group of staff members within the District regarding Title IX. The technical assistance and professional development will cover the District's policies the prohibition against sex discrimination, including sexual harassment and sexual assault. Following the staff training, the newly-trained staff members will in turn provide age-appropriate sex discrimination training, including sex harassment, sex assault and bullying to students in the middle schools in the sixth grade and in particular at South Hills Middle School no later than May 1, 2020. The training will be incorporated into the study skills curriculum at South Middle School and all middle schools in the district.

Purpose: The Western Educational Equity Assistance Center will provide the following services to support Twin Falls School District:

- Provide a trajectory for the staff development including some pre-work using the WEEAC Virtual College.
- To provide the lessons for Twin Falls School District that can be used with the 6th grade classes across the district and specifically South Hills Middle School. The WEEAC will send the District a master copy of the lessons and agenda to be used on August 11, 2020. (As the original date had to be pushed back due to the Coronavirus and school closures)
- See Agenda

The WEEAC will provide four social-emotional lessons on the topics listed below and to support the District when and how these lessons can be integrated for middle school students at participating schools. In addition the WEEAC will also provide several additional sample lessons, as students often ask for additional lessons that are of interest to them.

Multiple forms of Bullying

Gender and Sexual Harassment

Positive Peer Relationships

Upstander Behavior

Training Logistics:

This training will occur from 8:30 a.m. to 4:00 p.m. at a training site designated by Twin Falls School District. The training is designed to prepare educators to administer the lessons, and provide support to discuss challenging topics in schools. The Twin Falls School District will prepare the training manuals and have them ready on August 11, 2020. All materials will also be housed on a google drive to access them in the future.

Training Agenda:

Twin Falls School District #411
Social-Emotional Lessons for Middle School Students

8:30 am – 9:00 am Opening/Welcome/ Introductions/Context for the day Ass't Sup W. Brulotte

9:00 a m – 9:15 am Intro/WEEAC and Agenda overview

9:15 am – 9:30 am Exploring Your Manual, artifacts, and lessons

9:30 am – 10:30 am Data focus points, laws governing our work Title IX, The Civil Rights Act of 1964, Developmental considerations for middle school students

10:30 am – 10:45 am Break

10:45 am – 12:00 pm Discussing Diverse Content & Challenging Issues/Practice Scenarios & "Inside Out" work

Lessons at a Glance

Lesson Structure

Lesson Evaluation

Pacing/Structuring

Preparing For Lessons (Overview)

- Lesson 1 (Pre-Work/Embracing Differences)
- Lesson 2 (Bullying/Cyberbullying/Online Safety)
- Lesson 3 (Gender, Respect & Equity)
- Lesson 4 (Embracing and Respecting Differences/ Wrap-up)
- Lesson Evaluations

I Need to Talk to Someone Form (Request for Support)

12:00 pm – 12:30 pm Working lunch

12:30 pm -1:30 pm Lesson Practice

Lesson 1 (Pre-work/Embracing Differences)

- Twin Falls School District mandates are housed within Lesson 1
- Sample PowerPoint
- Lesson 1 Closing Reflection

1:30 pm – 2:00 pm Lesson 2 (Bullying/Cyberbullying/Online Safety)

2:00 pm -2:15 pm Break

2:15 pm -2:45 pm Lesson 3 (Gender, Respect & Equity)

2:45 pm – 3:15 pm Lesson 4 (Embracing and Respecting Differences)

3:15 pm – 4:00 pm Final Questions/Clarifications

Closing Reflection

Evaluation

Funding: The WEEAC will incur the cost to provide the personnel support needed to develop the lessons and provide the professional development for training on site for Twin Falls middle school educators. The training evaluations will be collected and given to Marzano Research, the WEEAC outside evaluator for processing and the results will be shared with the district.

Duration: The development of the equity and culturally responsive trajectory will begin in August 2019, and will continue into school year 2020-21 as needed.

Evaluation: The Western Educational Equity Assistance Center (WEEAC) has contracted with Marzano Research to serve as an external evaluator. In this role, Marzano Research is evaluating the services that WEEAC is providing to its clients. To gather feedback on the WEEAC services, Marzano Research will be conducting surveys and interviews with individuals who receive WEEAC services. WEEAC staff will provide Marzano Research with the contact information of those who requested and participated in WEEAC services for use in administering the surveys and scheduling the interviews.

This MOU is at-will and may be modified by mutual consent of authorized officials from Twin Falls School District and the Western Educational Equity Assistance Center. This MOU shall become effective upon signature by the authorized officials from Twin Falls School District and the Executive Director of the Western Educational Equity Assistance Center. This MOU shall remain in effect until modified or terminated by any one of the partners by mutual consent.

Contact Information

Partner Name: Lennart T. Erickson III Position: Director of Secondary Schools
Organization: Twin Falls School District
Signature: [Signature] Date: 5-7-2020

Partner Name: _____ Position: _____

Organization: _____

Signature: _____ Date: _____

Name WEEAC Executive Director _____ Printed Name

Signature _____ Date _____

Jan Perry Evenstad, Ph.D

Western Educational Equity Assistance Center Metropolitan State University of Denver
Campus Box 63 A, P.O. Box 173362 Denver, CO 80217-3362

Educational Services Agreement

This AGREEMENT ("Agreement") is made and entered into by and between **Twin Falls School District 411** ("TFSD") and **Venture Upward, LLC** ("VENTURE"), a Wyoming limited liability company as of the date signed by the Parties below. This Agreement replaces and supersedes all prior agreements, oral or written, as of the effective date hereof.

1. Definitions.

- a. **Applicable law:** Defined as the law of the State of Idaho and all applicable Federal laws, rules, regulations relating to or to which TFSD is subject.
- b. **Fiscal or Academic Year:** July 1st through June 30th.
- c. **Program:** The services for students taking independent learning courses and/or services provided by VENTURE as identified in this Agreement.
- d. **State:** Idaho.

2. Description of program services and responsible party

- a. **Student Recruitment.** VENTURE will recruit independent learning students to TFSD to enroll in TFSD's Twin Falls Virtual Schoolhouse (TFVSH) who will use the VENTURE Program and curriculum. The final enrollment number at the end of the specified enrollment date set by VENTURE may fill any vacancies that arise throughout the course of the school year with newly enrolled students, not to exceed the maximum allowed number of students based on the original enrollment number.
- b. **Registration.**
 - i. TFSD will collect and maintain all student registration information and required documentation via online TFSD enrollment portal.
 - ii. TFSD will specify the enrollment closing date for TFVSH.
 - iii. VENTURE will follow up with all TFVSH enrolling families to ensure the entire registration process is complete prior to the close of open enrollment.
 - iv. **Student Information System.** TFSD will enter and maintain TFSD student data into its student information system OR provide access for VENTURE staff to enter TFSD data into the district student information program.
- c. **Curriculum.**
 - i. VENTURE will provide Idaho Standard and/or Core Standard aligned curriculum to all enrolled students via online curriculum and/or printed materials. VENTURE will coordinate with TFSD to determine which classes are required for what grade levels.

- ii. VENTURE will provide resources for families/students to supplement, enhance, and enable the instruction of students in Program. Such resources may be allowed for: technology for educational purposes, internet access cost reimbursement, educational subscriptions, family and individual memberships for museums/gyms/other institutions providing elective or core educational enrichment, private music/P.E./tutoring/art/etc. lessons and required equipment, educational supplies, manipulatives, non-religious based curriculum, science experiment kits and supplies, educational games, art supplies, P.E. equipment, and musical instruments, subject to restrictions identified hereafter. Funding may NOT be used for large P.E. items not generally provided in a public school setting such as bicycles, full-sized trampolines, basketball hoops, scooters, skateboards, etc.; clothing; uniforms; shoes other than activity-specific required equipment for enrolled lessons and courses; furniture; gaming consoles; specialized gaming technology (keyboards, mouse controllers, headsets marketed for gaming); animals or animal care supplies; food; musical instruments not generally provided in a public school setting such as full size pianos (keyboards are approved). Anything neither strictly prohibited nor allowed via this list MUST receive special approval on an individual basis by the staff of VENTURE.

d. Elective Courses.

- i. VENTURE will provide weekly in-person classes to meet elective requirements through Venture School, a secular private school. All students enrolled in the Program will be required to participate in these weekly classes. VENTURE will also provide optional bi-weekly tutoring/study hours to support and help students in core courses. Other TFSD students not enrolled in the Program may be allowed to enroll in Venture School through VENTURE, subject to course availability.
- ii. Parents may submit a request for waiver to the mandated enrollment in Venture School. The waiver request must indicate the reasons for the request and propose an alternative for their student to meet elective requirements. All waiver requests must be reviewed and approved/denied by the principal of TFVSH and the TOR.

- e. Mentoring. VENTURE will monitor student progress, coordinate assignment of course percentages and grades, track student attendance (activity) and membership, and communicate with families.

f. Teacher of Record (TOR).

- i. A TOR ~~assigned by TFSD~~ approved by TFSD will review and approve student educational plans, participate in 504 and IEP meetings with TFVSH principal, generate progress reports, assign final grades, enter grades into TFSD's student information system, offer educational support and guidance as needed to individual students and families.
- ii. Shawnee Zelenka will be the TOR for TFVSH. As Ms. Zelenka is currently enrolled in the ABCTE program and seeking an interim teaching certificate in the State of Idaho, Venture Upward and TFSD agree to work together to meet the requirements for this teaching certificate while not increasing the financial burden on the TFSD. TFSD will contact the

Idaho State Department of Education to find out what is required for Ms. Zelenka to teach on an interim certificate. If it is acceptable to the SDE, then Ms. Zelenka will be employed and payed by Venture Upward as the TOR for TFSH. If, however, that is not an acceptable arrangement per the SDE, then TFSH agrees to hire Shawnee Zelenka on a provisional teaching license while she completes the teacher certification program through ~~a state approved alternative certification program~~ ABCTE. As such, she will act as the TOR for TFSH. Money paid for Shawnee Zelenka by TFSH while she is obtaining her teaching certification will be subtracted out of the total contract amount for 2020-2021 school year.

g. Assessment and Testing.

- i. VENTURE will coordinate, schedule, prepare, and assess students for required testing; and, where permitted, administer state and TFSH required academic tests.
- ii. TFSH will provide facilities and technology for required testing of students.

h. Transcripts, Cumulative Files, Grade Report Requests. TFSH will obtain, store, and manage student transcripts and respond to student/family requests for student grade reports.

- i. **Special Education.** TFSH will provide special education and 504 services to enrolled students who do or may qualify for these services in accordance with federal and state requirements. VENTURE will adjust assignments and curriculum in compliance with 504 and IEP plans. VENTURE will provide updates on SPED students to TFSH.

- j. **Progress Reporting.** VENTURE will provide periodic reports of student progress, attendance, formative grades, and academic testing. VENTURE will have contact with TFSH at least once monthly via face to face meeting, virtual meeting, phone call, text, or email to provide an update on TFSH students, progress, and Program.

- k. **Final Grades.** VENTURE will give all grading and attendance information to TOR. TOR will determine and enter final grades into TFSH's student information system. VENTURE will provide virtual report cards to all students at the end of each semester. TFSH will print and mail out final report cards at the end of the second semester.

- l. **Student Discipline.** Students in the Program shall be subject to the TFSH student code of conduct and TFSH policy. TFSH will take lead on student discipline and VENTURE will follow the lead and instructions provided by TFSH.

3. Term, Renewal, and Effective Date

- a. **Effective Date.** This agreement shall commence July 1st, 2020 for the 2020-2021 academic year.

- b. Term and Renewal. This Agreement shall be for a term of one academic year (July through June) and will automatically renew for successive additional terms of one academic year each if not otherwise terminated by either party by written notification of intent to terminate. Any such written notification must be given to the other party no later than March 1st of any applicable academic year.

4. Fees, Invoicing, and Payments.

- a. Fee. TFSD agrees to pay VENTURE the following amount per student for the 2020-2021 academic year ("Fee"):
 - i. Curriculum, instruction, elective courses, tutoring sessions, and family resources per grade level as follows:
 - 1. \$2,250 per K student per year
 - 2. \$3,400 per 1-5 grade student per year
 - 3. \$3,700 per 6-8 grade student per year
 - ii. Special Education services (VENTURE teacher cost): \$500 per student. TFSD will be responsible for the cost of special education services (such as speech, physical and/or occupational therapy) and assessments (initial and 3 year) for all 504 and special education services.
- b. Invoicing. VENTURE will invoice TFSD monthly beginning ~~August~~ September for all students registered as of the first of the month. The amount invoiced per student will be the annual Fee prorated over the number of months to be billed. For example, a student in Grade 2 who registers in August will be invoiced at the rate of ~~\$340~~\$425 per month for September through ~~June~~ May (8~~40~~ months).
- i. The fee for any student who leaves the Program before the end of the first semester will be prorated for the number of months in the Program. Any resulting overpayment will be refunded to TFSD.
- c. Payment. TFSD agrees to pay invoices by the 25th of the month for which services are billed. Late payments shall incur late fees of 10% per annum from the due date until the date payment is received.

5. Geographic Area

- a. The Program is restricted to the geographic area known as the Magic Valley area, defined as Cassia County, Lincoln County, Twin Falls County, Gooding County, Jerome County, and Minidoka County.

- b. TFSD agrees to accept students with IEP and 504 plans from within this geographic area and agrees to provide SPED services within TFSD if required. Families will understand that they will be required to provide their own transportation into and out of Twin Falls to receive services and/or testing for their student at the school specified by TFSD. On-location SPED services will only be provided at a school within the TFSD boundaries as designated by the TFSD. Students may be on IEP plans or 504 accommodations without receiving the extra on location resources, as long as they are compliant with the State and district rules.
6. **VENTURE Responsibilities.** In addition to and in performance of the services to be provided by VENTURE in Section 2 hereof, VENTURE shall have the following responsibilities:
- a. Expenses. VENTURE is solely responsible for the expenses of its services and responsibilities in the Program as identified in Section 2 hereof.
 - b. Employment of Personnel. VENTURE is solely responsible to recruit, hire, employ and supervise teachers, instructors, staff and other professionals, as needed, to perform its responsibilities under this Agreement.
 - c. Provision of Authority to TFSD. VENTURE has provided and will provide TFSD with all authority and access necessary for TFSD to undertake its responsibilities, duties, and obligations required by this Agreement.
 - d. General. Services will be provided to the extent deemed necessary and appropriate by VENTURE in its professional judgement and discretion to satisfy the requirements of Applicable Law, policies of the State Board of Education and TFSD's policies.
 - e. Confidentiality of Records. VENTURE will maintain the confidentiality of personnel, student and other records in accordance with the requirements of Applicable Law.
 - f. Licensure and Other State Requirements. Except as otherwise provided in this Agreement, all personnel performing educational services for VENTURE on behalf of students registered at TSFD must comply with all applicable licensure and other requirements of the State and any regulations promulgated thereunder applicable to persons who perform such services.
7. **TFSD Responsibilities.** In addition to and in performance of the services to be provided by TFSD in Section 2 hereof, TFSD shall bear the following responsibilities:
- a. Expenses. School is solely responsible for the expenses of its services and responsibilities hereunder.

- b. General Oversight. School is responsible for monitoring VENTURE's performance under, and compliance with, the terms of this agreement and for overseeing VENTURE's implementation of procedures consistent with applicable TFSD policies.
 - c. Compliance with Applicable Law. School will perform its obligations hereunder in a manner consistent with the requirements of applicable law, policies of the State Board of Education, and the TFSD policies.
8. **Relationship of the Parties.** VENTURE is not a division or any part of the TFSD. TFSD is a public body authorized under State law and is not a division or any part of VENTURE. The relationship between the parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement. VENTURE will operate as an independent contractor to TFSD and will be responsible for delivering the services required by this Agreement. Nothing herein will be construed to create a partnership or joint venture by or between TFSD and VENTURE. Neither party will represent to third parties any ability to bind the other to any duty imposed by contract, other than this Agreement or as otherwise agreed in writing.
9. **Proprietary Data.** Except for items that are readily available to educational entities or in the public domain, all of the material, methods, lists, curricula, names, processes, technologies, websites, trademarks, trade names and other items, tangible or intangible, registered or unregistered, used by VENTURE in delivery of the Program services are the property of VENTURE or used by VENTURE under authority of the legal owner thereof and shall be considered confidential or proprietary information ("Proprietary Information"). Neither TFSD, nor its owners, directors, employees, agents, or affiliates shall have any right or authority to use the Proprietary Information for its own purpose by virtue of this Agreement, both during or after the termination or expiration of the Agreement.
10. **Termination**
- a. Events of Termination
 - i. **Termination for Breach.** Either party may terminate this Agreement at any time for cause with ninety (90) days' prior written notice to the other party. Termination for cause may be used if a party breaches any material term or fails to fulfill any material condition, term, provision, representation, warranty, covenant or obligation contained in this Agreement and fails to cure the same within ninety (90) days after receiving written notification from the terminating party. Upon termination of this Agreement pursuant to this Section 11, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity.
 - ii. **Termination Upon Loss of Authority.** This Agreement will terminate immediately upon the termination of TFSD's operating authority.
 - iii. **Termination in the Event of Certain Changes in Policies of the State Board of Education or the TFSD.** VENTURE may terminate this Agreement effective immediately upon written notice to TFSD in the event that the State Board of Education or TFSD adopts or amends a policy, in each case without the prior written consent of VENTURE, the effect of which

could reasonably be determined to require VENTURE to materially increase the level of services required hereunder or which materially increases the financial risk to VENTURE arising from its performance hereunder.

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

b. Effect of Termination or Expiration

- i. Except as otherwise agreed by the parties in writing, termination shall not relieve either party of any obligation for payments due to the other party as of the date of termination or other obligations that continue upon termination as provided in this Agreement.
- ii. In the event this Agreement is terminated or a breach by VENTURE pursuant to Section 10(a)(i) prior to the end of a given Fiscal Year, the parties shall calculate the Fee as of the end of such Fiscal Year as if this Agreement had not been terminated. The parties shall then prorate those amounts to the date of termination of this Agreement, and TFSD shall pay VENTURE the prorated amount within 30 days of the effective date of termination.
- iii. In the event this Agreement is terminated by TFSD for any reason other than a breach by VENTURE pursuant to Section 10(a)(i) or a change in applicable law pursuant to Section 10(a)(iv) prior to the end of its Term, School shall pay to VENTURE an amount equal to the lesser of the remaining fees that would otherwise be due hereunder through the Term hereof at the then current rates in effect and at the most recent measured enrollment level (October 1 or February 1 or three months' fees at the then current rates and enrollment level in effect. Such amount shall be due and payable within 60 days of the effective date of termination. Late payments shall be subject to interest charges as identified in Section 5(c) above.
- iv. Within thirty (30) days of termination hereof, each party shall return all materials, manuals, lists, files, documents, and equipment provided by and/or belonging to the other party.

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

12. **Assignment.** Except as otherwise provided in this Agreement, neither party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party. Except as prohibited by Applicable Law, VENTURE may assign all of its rights and obligations under the Agreement to any person or entity that controls VENTURE, is controlled by VENTURE, or is under common control with VENTURE or to any successor in interest that acquires all or substantially all of the assets of VENTURE (individually and collectively "Affiliate"). VENTURE, upon notice to TFSD, may delegate the performance of its duties hereunder to any person or entity but shall remain responsible for the performance, in accordance with the terms of this Agreement, of any services performed by its delegates, except notice shall not be required when VENTURE delegates its obligation to provide materials or curricula to third parties in the normal course of business.
13. **Indemnity.** The party charged with indemnifying and/or defending under this Section 13 (the "Indemnifying Party") shall conduct the defense in any such third party action arising as described herein and the party claiming the benefits of this Section 13 (the "Indemnified Party") promises to cooperate with such defense, provided the Indemnifying Party reasonably consults with the Indemnified Party on any settlement (subject to the consent requirement in the last sentence of this paragraph). Notwithstanding the foregoing, the Indemnified Party may, at its own expense, assist in such defense if it so chooses, provided that the Indemnifying Party shall be entitled to control such defense and all negotiations relative to the settlement of any such claim. Any settlement that would admit any liability on the part of the Indemnified Party shall require such Indemnified Party's prior written consent.
- a. Indemnification of TFSD. VENTURE agrees to indemnify, defend, and save and hold TFSD and its employees, officers, directors, trustees, subcontractors, and agents, their respective successors and permitted assigns, harmless against any and all claims, demands, suits, or other forms of liability including without limitation costs and reasonable attorneys' fees (each a "Claim") that may arise out of, or by reason of, any (a) breach of any representation or warranty, covenant or agreement made or to be performed by VENTURE pursuant to this Agreement, (b) noncompliance by VENTURE with any Applicable Law in connection with TFSD's operation, but excluding any Claims that arise from conduct undertaken in accordance with the written policies of the State Board of Education, except where such instructions arise from and are in accordance with specific advice or explicit recommendations provided by VENTURE, and (c) act or omission of VENTURE or any of its employees, officers, directors, trustees, subcontractors, or agents in connection with its performances, limitations and obligations hereunder that results in injury, death, or loss to person or property except to the extent any Claim arises out of actions or omissions of TFSD.
- b. Indemnification of VENTURE. TFSD agrees to indemnify, defend, save and hold VENTURE and each Affiliate of VENTURE, and all of their respective employees, officers, directors, trustees, subcontractors, and agents, their respective successors and permitted assigns, harmless against and all Claims that may arise of, or by reason of, any (a) breach of any representation or warranty, covenant or agreement made or to be performed by TFSD pursuant to this Agreement, (b) noncompliance by School with any Applicable Law in connection with TFSD's operations, and (c) act or omission of TFSD of any of its employees, officers,

directors, trustees, subcontractors, or agents in connection with TFSD's operations that results in injury, death, or loss to person or property except to the extent any Claims arise out of actions or omissions of VENTURE.

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

14. Representations and Warranties.

- a. Representations and Warranties of VENTURE. VENTURE hereby represents and warrants to TFSD:
 - i. Organization and Good Standing. VENTURE is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Wyoming.
 - ii. Authorized to Conduct Business. VENTURE is and at all times shall be registered to do business in the State of Idaho.
 - iii. Compliance of Educational Products and Services with Applicable Law. The educational products and services provided by VENTURE in fulfillment of its responsibilities under this Agreement comply with, and shall at all times during the term of this Agreement, comply with Applicable Law, including the standards of curriculum as issued by the State Board of Education.
 - iv. Power and Authority; Authorization; Binding and Enforceable Agreement. VENTURE has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by VENTURE and constitutes the valid and legally binding obligation of VENTURE, enforceable against VENTURE in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.
- b. Representations and Warranties of TFSD. TFSD hereby represents and warrants to VENTURE:
 - i. Twin Falls School District 411 is a public school in the State of Idaho.
 - ii. Power and Authority; Authorization; Binding and Enforceable Agreement. TFSD has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by TFSD and constitutes the valid and legally binding obligation of TFSD, enforceable against TFSD in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.

- iii. **Authority Under Applicable Law.** TFSD has the authority under Applicable Law (i) to contract with a corporate entity to perform the Services, (ii) to execute, deliver, and perform this Agreement and (iii) to incur the obligations provided for under this Agreement.
 - iv. **Compliance of Educational Program with Applicable Law.** TFSD's educational program complies with, and TFSD will ensure that it will continue to comply with the policies and requirements of the State Board of Education and Applicable Law.
- c. **Mutual Warranties.** Each party warrants to the other that, to its knowledge, there are no current pending or threatened actions, claims, suits, or proceedings which if adversely determined would have a material adverse effect on its ability to perform its obligations under this Agreement.

15. Coordination; Exercise of Approval or Consent Rights.

- a. **Coordination and Consultation.** The parties will coordinate the performance of their respective services and responsibilities hereunder and will establish such procedures as they shall mutually agree to be effective for achieving the purposes of this Agreement and allowing each of them to perform its obligations and exercise its rights under this agreement.
- b. **Approval or Consent Rights.** In performing services and its other obligations under this Agreement, or in exercising its rights under this Agreement, including granting or withholding any consent or approval or making any requests of the other party, each party must act reasonable (including as to the timing of its actions) except to the extent that this Agreement provides that it may act as it determines "in its sole judgement" or "its sole discretion," or words to that effect, in the applicable provision. Whenever it is provided in this Agreement that the parties will or may agree as to certain matters, each party will have the right to agree or disagree in its sole discretion following good faith discussions.

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

17. Governing Law. This Agreement, its construction, and the determination of any rights duties, and remedies of the parties arising out of or relating to this Agreement, will be governed by the laws of the State of Idaho without regard to its conflict of laws provisions.

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

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

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

For VENTURE:
30 N Gould St, Ste R
Sheridan, WY 82801

For TFSD:
201 Main Ave W.
Twin Falls ID 83301

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

22. **Waiver.** No waiver of any provision of this Agreement will be effective unless in writing.

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

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

Signed this ____ day of _____, 20____.

Venture Upward, L.L.C.:

Twin Falls School District 411:

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Brady A. Dickinson

Brady D. Dickinson

Supervisor



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: May 7, 2020

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

From: Sonia DeLeon, Human Resources Manager

Re: Administrative Contract – 2020-2021

The Human Resources Department recommends to the Superintendent and the Twin Falls School District Board of Trustees the approval of the following administrative position for the 2020-2021 school year.

- Issac Goodrich, Associate Principal at South Hills Middle School

NEW CERTIFIED EMPLOYEE 2020-2021

[illegible]



Twin Falls School District #411

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

Date: May 7, 2020

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

From: Sonia DeLeon, Human Resources Manager

Re: Certified Retirement – 2020-2021

The following certified employee has submitted her retirement letter resigning her position for the 2020-2021 school year:

- Gaelene Mueller – Teacher – 5th at Pillar Falls Elementary 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: May 7, 2020

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

From: Sonia DeLeon, Human Resources Manager

Re: Certified Resignations

The following certified employees have submitted their resignation letter resigning their position for the 2020-2021 school year:

- Abby Snow – Teacher – PE – (.50 FTE of her contract) at Lincoln Elementary School
- Anne Sisson – Teacher – PE - .50 FTE at Oregon Trail Elementary School
- Stormi McCarthy – Teacher – 5th Grade at Sawtooth Elementary
- Lonnie Ahlquist – Teacher – Resource at South Hills Middle School
- Jami Humphrey – Instructional Coach at Lincoln Elementary School
- Ashley Galaite – Teacher – Resource at Lincoln Elementary School
- Aimee Dawson – Teacher – 1st at Oregon Trail Elementary 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: May 7, 2020

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 2020-2021 school year:

Leslie Jensen	Para educator – Title	Lincoln Elementary School
Amy Harris	Para educator – Preschool	Harrison Elementary School
TaNesha Andrew	Secretary	Perrine Elementary School

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



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

Date: May 7, 2020

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 – 2020-2021

The following employees have submitted their resignation letter resigning their position for the 2020-2021 school year:

Rodrigo De La Cruz	Soccer Coach – Girls	South Hills Middle School
Aimee De La Cruz	Soccer Coach – Boys	South Hills Middle School
Cassandra Merkley	Assistant Volleyball Coach	Twin Falls High School
Aubrey Nielsen	Volleyball Coach	O’Leary Middle School
Mark Schaal	Driver Education Coordinator	Twin Falls High School

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

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

William Brulotte
Associate Superintendent



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: May 8, 2020

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

From: Sonia DeLeon, Human Resources Manager

Re: Extra-Curricular Employee

It is the recommendation of the Human Resources Department to the Superintendent and the Twin Falls School District Board of Trustees that this individual listed below be approved for hiring. A supplementary contract will be issued for the 2020-2021 school year.

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

Ben Kohring	Head Varsity Football Coach	Twin Falls High School
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Clerk of the District Court Twin Falls County

Kristina Glascock

Clerk, Ex-officio Auditor, Recorder
P. O. Box 126
Twin Falls, Idaho 83303-0126
(208) 736-4004
(208) 736-4182 fax



Sharon Lancaster

Chief Deputy Clerk
P.O. Box 126
Twin Falls, Idaho 83303 -0126
(208) 736-4173
(208) 736-4182 fax

Please fax your Taxing District Budget Public Hearing information to (208)736-4182 on this sheet or you can email to jarchib@co.twin-falls.id.us

NAME OF TAXING DISTRICT: Twin Falls School District #411

DATE OF PUBLIC HEARING: July 13, 2020

TIME OF PUBLIC HEARING: at 7:10 p.m.

LOCATION OF PUBLIC HEARING: CRHS - 300 North College Road, Room 301

CONTACT NAME: Michelle Lucas

CONTACT TELEPHONE NUMBER: 208-732-7502 direct line

According to I.C. 63-802 this information is due on or before April 30, 2019 to your County Clerk's Office. If you have any questions on this information, please contact Jame' Archibald at (208)736-4154.

**Twin Falls School District #411
Resolution for ADA Adjustment Request**

WHEREAS, schools listed below have had ADA effected by the inclement weather/poor road conditions and /or severe flu/COVID-19 season.

THEREFORE, be it resolved that the Twin Falls School District #411 Board of Trustees authorizes Dr. Brady D. Dickinson to make a request to State Department of Education to have the ADA adjusted for: Bickel Elementary, Harrison Elementary, Lincoln Elementary, Morningside Elementary, Oregon Trail Elementary, Perrine Elementary, Pillar Falls Elementary, Rock Creek Elementary, Sawtooth Elementary, Vera C. O'Leary Middle School, Robert Stuart Middle School, South Hills Middle School, Bridge Academy, Twin Falls High School, Canyon Ridge High School and Magic Valley High School because of poor attendance due to incimate weather and/or severe flu/COVID-19 impact.

ADOPTED this 11th day of May 2020.

Bryan Matsuoka, Chairman

Paul McClintock, Vice-Chairman

Heidi Casdorff, Trustee

Jayson Lloyd, Trustee

Jonathan Lord, Trustee

Brady D. Dickinson, Superintendent

ATTEST: _____
Michelle Lucas, Board Clerk

INCLEMENT WEATHER/COVID-19/FLU IMPACT WEEKS (2019-2020)

			Bickel 109	Harrison 101	Lincoln 102	Morningside 103	Oregon Trail 106	Perrine 104	Pillar Falls 111	Rock Creek 112	Sawtooth 110	O'Leary 202	Robert Stuart 201	South Hills 203	Bridge 492	TFHS 301	CRHS 401	MVHS 491
35	Week of	Aug. 26, 2019						X										
38	Week of	Sept. 16, 2019		X														
40	Week of	Sept. 30, 2019	X															
41	Week of	Oct. 7, 2019	X											X	X			
44	Week of	Oct. 28, 2019		X										X	X			X
45	Week of	Nov. 4, 2019	X											X				
46	Week of	Nov. 11, 2019													X			X
47	Week of	Nov. 18, 2019	X											X	X			X
49	Week of	Dec. 2, 2019	X															X
50	Week of	Dec. 9, 2019			X		X							X				X
51	Week of	Dec. 16, 2019	X	X	X		X								X			X
2	Week of	Jan. 6, 2020												X				
3	Week of	Jan. 13, 2020	X	X		X					X		X	X	X		X	X
4	Week of	Jan. 20, 2020	X	X				X	X	X	X		X	X		X		
5	Week of	Jan. 27, 2020	X	X		X			X				X	X				
6	Week of	Feb. 3, 2020				X			X			X	X	X	X			
7	Week of	Feb. 10, 2020										X	X	X				
8	Week of	Feb. 19, 2020	X						X			X		X				
9	Week of	Feb. 29, 2020	X	X										X				X
10	Week of	Mar. 2, 2020	X											X				
11	Week of	Mar. 9, 2020	X											X		X		

MEMORANDUM

To: Board of Trustees

Twin Falls School District 411

From: Eva Craner, Director of Public Relations

Re: Resolution to Suspend Policies Relating to COVID-19

Date: May 11, 2020

In accordance with Twin Falls School District #411 Policy Number 1300, it is resolved by the Twin Falls School District #411 Board of Trustees:

1. To the extent that any policy of the Board of Trustees previously approved and adopted conflicts with a policy, order or resolution of said Board, the Idaho State Board of Education, the Office of the Superintendent of Public Instruction, the Governor of the State of Idaho and/or the federal government, regarding or related to the coronavirus and COVID-19, including but not limited to orders, statutes, administrative rules and regulations, such conflicting policy or part thereof is hereby suspended and shall have no force or effect until such time as the Board shall determine appropriate.
2. In the event that any contract or provision thereof to which the District is a party conflicts with any of the measures referred to in paragraph 1 above, the Board of Trustees will make reasonable efforts to resolve such conflict by mutual agreement but will in all cases comply with all applicable statutes, administrative rules, and regulations, directives, etc. which have been promulgated or enacted by state and federal governments and political subdivisions thereof in response to the coronavirus pandemic.
3. This resolution shall stay in effect until December 31, 2020, and shall suspend portions of TFSD policies including but not limited to the following as they relate to measures referred to in paragraph 1 above. In addition, as other policies are identified that are in need of suspensions based on measures described in paragraph 1 above, the board will ratify those suspensions:
 - a. Policy 5402 Personal Leave

This School District recognizes that the growth of a student, both academically and personally, reflects not only the educational programs and goals of the District, but also the atmosphere in which the student attends school. To the extent possible, this School District is committed to providing an educational setting where the students feel safe, are challenged to grow academically and personally, are treated with respect by the District personnel and other students, and are disciplined fairly by District personnel.

To provide such an educational setting, this Board of Trustees has adopted policies and procedures, as mandated by the Idaho State Board of Education in the following areas:

1. School Climate
2. Discipline
3. Violence Prevention
4. Student Harassment
5. Student Health
6. Possessing Weapons on Campus
7. Substance Abuse--tobacco, alcohol, and other drugs
8. Suicide Prevention
9. Drug-free School Zones
10. Building Safety including Evacuation Drills
11. Relationship Abuse and Sexual Assault Prevention and Response
12. Miscellaneous

The Board of Trustees will cause these policies and procedures to be reviewed on an annual basis to determine whether or not they are meeting the needs of the students, School District, and community.



Legal Reference: Idaho Code § 33-1612
IDAPA 08.02.03.160

Policy History

ADOPTED: 12/08/08

EMT

REVISED: 8/11/14

10/12/15

6/11/18

11/11/19

ATTACHMENT:

Annual Policy Review Checklist

ANNUAL POLICY REVIEW CHECKLIST

Topic	Model Policy No.	Policy Name	2019-20
School Climate	3720	School Climate	X
	5120	Equal Employment Opportunity	X
Discipline	3346	Restraint or Seclusion of Student	X
	3730	Prohibition of Weapons	X
	3370	Searches and Seizures	X
	3550	Removal of Student During School Hours	X
	3740	Student Expulsion/Denial of Enrollment	X
	3360	Disciplining of Students with Disabilities	X
	3362	Disciplining Students with Disabilities (IDEA)	X
	3363	Disciplining Students with Disabilities (Section 504)	X
	3750	Theft or Destruction of School Property	X
	3311	Prohibition of Gang Activities	X
	3760	Assault and Battery	X
	3321	Student Drug, Alcohol and Tobacco Use	X
Violence Prevention	3730	Prohibition of Weapons	X
	3370	Searches and Seizures	X
	3750	Theft or Destruction of School Property	X
	3311	Prohibition of Gang Activities	X
	3760	Assault and Battery	X

Topic	Model Policy No.	Policy Name	2019-20
Student Harassment	3295	Hazing, Harassment, Intimidation, Bullying, Cyber Bullying	X
	3285	Relationship Abuse and Sexual Assault Prevention & Response	X
	3365	Student Sex Offenders	X
Student Health	3510	Administering Medication	X
	3515	Food Allergy Management	X
	3520	Contagious or Infectious Diseases	X
	3540	Emergency Care	X
	3570	Student Records	X
	3525	Immunization Requirements	X
	3530	Suicide	X
	3770	Students with a Living Will	X
Gun-free Schools	3730	Prohibition of Weapons	X
Substance Abuse-tobacco, alcohol and other drugs	3321	Student Drug, Alcohol and Tobacco Use	X
	5846	Employee Drug and Alcohol Use	X
	5847	Employee Drug and Alcohol Testing	X
	3400	Extracurricular Activities Drug- Testing Program	X
Suicide Prevention	3530	Suicide	X
Drug-free School Zones	3321	Student Drug, Alcohol and Tobacco Use	X
	5846	Employee Drug and Alcohol Use	X
	5847	Employee Drug and Alcohol Testing	X
	3400	Extracurricular Activities Drug- Testing Program	X

Topic	Model Policy No.	Policy Name	2019-20
Building Safety Including Evacuation Drills	8320	Fire Drills & Evacuation Plans	X
	9400	Safety Program	X
	9890	Trespass on School District Properties	X
Misc.	2960	Computing Device and Network Acceptable Use Policy	X

MEMORANDUM

To: Board of Trustees

Twin Falls School District 411

From: Eva Craner, Director of Public Relations

Re: Policy Updates

Date: May 11, 2020

Second Reading:

Administrative Update:

3381 Extracurricular and Co-Curricular Participation

Extracurricular or co-curricular activities are supplements to the regular instructional programs and afford students opportunities for enrichment. **However, participation in extracurricular and co-curricular activities is a privilege, not a right.** As representatives of their school and District, students participating in such activities are expected to meet high standards of behavior.

Interscholastic, extracurricular, and co-curricular activities will be defined as: A school sponsored activity in which a coach or supervisor of the activity is a paid position. These activities are defined by the Idaho High School Activities Association (IHSAA). These activities include but are not limited to: Baseball, Basketball, Cross Country, Football, Golf, Soccer, Softball, Swimming, Tennis, Track & Field, Volleyball, Wrestling, Cheer, Dance, Music, Debate, Drama, and Speech.

Students of the Twin Falls School District, who wish to participate in interscholastic activities, must adhere to the Idaho High School Activities Association (IHSAA) rules and regulations; this District's activities association; local city ordinances and the laws of the State of Idaho; and this District's policies.

Interscholastic activities and competitions are recognized as a valid part of the total school program. Expenditure of school District funds in accordance with the District's expenditure and budgetary regulations is authorized for the support of these activities. The District will maintain membership in the IHSAA for the appropriate grade levels.

All student participants in a sponsored IHSAA activity must purchase a school activity card.

Students are not required to have parental permission to join extracurricular clubs but must have parental permission to participate in any athletic team. In addition, extracurricular clubs may engage in specific activities for which parental permission must be obtained prior to the student's participating in the specific activity.

GENERAL REGULATIONS:

Participation Policies

Sportsmanship

All schools and athletic programs will comply with Twin Falls School District policies and with the Idaho High School Activities Association (IHSAA) sportsmanship guidelines manual. Sportsmanship, as defined by the IHSAA, is those qualities of behavior which are characterized by generosity and genuine concern for others. Further, awareness is expected of the impact of an individual's influence on others' behavior as well. Coaches, administration, athletes, and spectators should exhibit sportsmanship.

Use of Equipment and Facilities

The use of equipment and facilities are to be cleared with the building principal or their designee.

Participation Standards

Activities will be open to all students (subject to tryouts, when applicable) and administered according to the following standards:

The building principals or their designees of each school shall certify the eligibility of all participants in accordance to the participation requirements stated herein. This includes home-schooled and dual-enrolled students.

Activities Minimum GPA Requirements

High School Activities - Students who wish to participate in high school activities will be subject to eligibility requirements. Students must be enrolled full-time and must have passed 6 of 8 classes and maintain a 2.0 overall GPA in the semester prior to the beginning of the season. This policy applies to all students in the Twin Falls School District in grades 9-12. All activities governed by the Idaho High School Activities Association are covered by this policy. Students falling below the minimum standard will become academically ineligible (see definition below.) Any student on academic probation (see definition below) who fails to meet the requirements of that probation will also become academically ineligible.

Definitions:

*Academically Ineligible – Any student whose previous semester GPA is below 2.0 or did not pass 6 of 8 courses will be deemed academically ineligible. Any student on academic probation who has an I (incomplete), a D, or an F for two or more consecutive grading periods in the same class will be declared academically ineligible. Academically ineligible students will not be allowed to participate in competitive contests within their chosen activities. Students will have the opportunity to attend tutoring (see definition below) in an effort to bring their grades back up to a level above the 2.0 minimum; If a student earns ~~C~~-D's or above in all classes on their progress report during the current grading period, he/she will be declared eligible.

*Academic Probation – If a student has ~~a D or~~ an F in any class, he/she shall be placed on Academic Probation. During the probation period, the student will still be able to practice and participate in the chosen activity. While on probation, the student will be required to attend tutoring until there is verification from the teacher that the grade is above a ~~D-F~~. If the student fails to attend tutoring or still has ~~a D or~~ an F for two consecutive grading periods, he/she shall become academically ineligible.

* Tutoring – All students will be required to attend academic tutoring at least two times a week until there is verification from the teacher that the student no longer has ~~a D or~~ an F. The tutoring may be provided the following ways:

1. Tutoring provided by the classroom teacher in that particular class.
2. Study tables led by coaches.
3. Student peer tutors with approved supervision.
4. Student may attend school-wide extra help sessions.
5. Any other tutoring approved by principal or designee.

High School grades will be pulled as follows:

Fall Sports:

- Check 2nd semester grades from previous year
- Check 1st qtr. Mid-term
- Check 1st qtr. Report card
- Check 2nd qtr. Mid-term if needed

Winter Sports:

- Check 2nd semester grades from previous year
- Check 2nd qtr. Mid-term (if applicable)
- Check 1st semester grades from current year
- Check 3rd qtr. Mid-term if needed

Spring Sports:

- Check 1st semester grades.
- Check third qtr. Report card
- Check 4th qtr. Mid-term

*Initial eligibility for participation in fall activities will be based on the student's semester GPA from the end of the previous semester (spring). Grades will be checked by the coaches with the 1st progress report at 4 weeks athletic director at the end of the 1st quarter midterm. All students with an I, a D, or an F will be placed on Academic Probation.

*Initial eligibility for participation in winter activities will be based on the student's semester GPA from the end of the previous semester (spring). Grades will also be checked by the coaches when tryouts begin athletic director at the end of the next grading period. All students with an I, a D, or an F will be placed on Academic Probation.

*Initial eligibility for participation in spring activities will be based on the student's semester GPA from the end of the 1st semester (fall). Grades will be also checked by the coaches when tryouts begin athletic director at the end of the next grading period. All students with an I, a D, or an F will be placed on Academic Probation.

If at any time during the season when the student fails to meet the eligibility standards as stated in this policy, the student will be required to follow the above guidelines. All student participants in high school activities and their parents will be required to read and sign a copy of this policy acknowledging their understanding of the guidelines herein.

Student-athlete grades will be checked the Monday following the end of each midterm, quarter, and end of the first semester. Those will be the grades of record used for eligibility.

Middle School Activities – Middle School participation standards and grade checks will be as follows:

Definitions:

*Academically Ineligible - Any student who in the previous semester did not pass 6 of 8 courses will be deemed academically ineligible. Any student on academic probation who has an I (incomplete) or F for two or more consecutive grading checks in the same class will be declared academically ineligible. Academically ineligible students will not be allowed to participate in competitive contests within their chosen activities. Students will have the opportunity to attend tutoring (see definition below) in an effort to bring their grades back up to a passing grade; if a student earns D's or above in all classes on their midterm/report card, he/she will be declared eligible.

*Academic Probation - If a student has an F or an I (incomplete) in any class, he/she will be placed on Academic Probation. During the probation period, the student will still be able to practice in the chosen activity, but not participate in competition until the grade has improved. While on probation, the student will be required to attend tutoring until there is verification from the teacher that the grade is above an F, or no longer an I. If the student fails to attend tutoring or still has an F or an I for two consecutive grading checks, he/she shall become academically ineligible.

*Tutoring - All students will be required to attend academic tutoring until there is verification from the teacher that the student no longer has an F or an I. The tutoring may be provided the following ways:

1. Tutoring provided by the classroom teacher in that particular class.
2. Study tables led by coaches.
3. Student peer tutors with approved supervision.
4. Student may attend school-wide extra help sessions.
5. Any other tutoring approved by principal or designee.

Eligibility for participation in Fall Activities will be determined by the student's previous semester grades. All students with an I, D, or an F will be placed on Academic Probation. Grades will be checked by coaches and Activities Director when tryouts begin, as well as weekly for three weeks after the first three weeks of the school year as follows:

Fall Sports:

- Check 2nd Semester grades from previous year - 7th and 8th Grade
- Check 1: 3 weeks after the start of school
- Check 2: 4 weeks after the start of school
- Check 3: Mid-term of 1st quarter (5 weeks after the start of school)

Eligibility for participation in Winter Activities will be based on the student's 1st Quarter Grades (Wrestling and Girls Basketball) or 1st Semester Grades (Boys Basketball) at the start of the season. All students with an I, D, or an F will be placed on Academic Probation. Grades will be checked by coaches and Activities Director when tryouts begin, as well as weekly for three weeks after the first three weeks of the season as follows:

Winter Sports - Girls Basketball and Wrestling (2nd quarter eligibility):

Check 1st Quarter Grades

Check 1: 3 weeks after start of season

Check 2: 4 weeks after start of season

Check 3: Mid-term of 2nd Quarter (5 weeks after start of season)

Winter Sports - Boys Basketball (start of 2nd Semester)

Check 1st Semester Grades

Check 1: 3 weeks after start of season

Check 2: 4 weeks after start of season

Check 3: Mid-term of 3rd Quarter (5 weeks after start of season)

Eligibility for participation in Spring Activities will be based on the student's 3rd Quarter grades at the start of the season. All students with an I, D, or an F will be placed on Academic Probation. Grades will be checked by coaches and the Activities Director when tryouts begin, as well as weekly for three weeks after the first 3 weeks of the season.

Spring Sports - Track

Check 3rd Quarter Grades (previous quarter)

Check 1: 3 weeks after start of season

Check 2: 4 weeks after start of season

Check 3: Mid-term of 4th quarter (5 weeks after start of season)

7th -8th graders who don't pass enough credits the previous semester must have an academic administrative approved program to participate the next semester. Each participant may only be eligible for (1) one academic program contract per year. Eligibility is determined by the previous semester.

Other Participation Requirements

All participants and their parent/guardian must have completed and returned the Twin Falls Extracurricular Activities Pledge Sheet.

Notwithstanding any other District policy violation, any civil or criminal law infraction or conduct by a student participant that is determined by the team head coach and building athletic/activities director to be detrimental to the activity program, school or school District will result in counseling by the team head coach and the building athletic/activities director with possible suspension or expulsion from activities.

At the beginning of each semester, teachers or coaches of co-curricular courses will identify for students how participation in the co-curricular activity impacts their course grade. Co-curricular students who are suspended as a result of this policy will have their co-curricular course grade affected only if the reason for the suspension was related to course work or course expectations. Students who miss a co-curricular activity because of a suspension may ask to do, or be required to do, alternative assignments or special projects to make up the missed activity.

The following travel policy applies to extracurricular activities:

1. School District approved transportation must be used.

2. Any out-of-state transportation must have prior approval by the School Board in accordance to District policy.
3. In accordance to Idaho Code, at any time that School District approved transportation is being driven by a coach or other authorized individual, the driver must possess a valid Idaho Commercial Driver's License when the occupant load, including the driver, is 16 or more individuals.
4. Participants must travel together to and from contests away from their school in transportation provided by the school. The exceptions are:
 - a. Injury to a participant which would require alternate transportation.
 - b. Arrangements between the participant's parent/guardian and the coach for the student participant to return with his/her parent/guardian.
 - c. Participants are *not* allowed to ride with friends or family members other than a parent or guardian.

Violations requiring administrative action as established in the "Students Rights and Responsibilities" will entail:

1. Where the violation and disciplinary action involves in-school or out-of-school suspension, the participant shall not participate in practice or contest during the time of suspension.
2. Where suspension from school has resulted, the participant may be subject to suspension or expulsion from the activities team for the remainder of the season.
3. Theft or malicious destruction of any school or individual equipment or property is not to be tolerated. Participants found to be responsible for the theft or malicious destruction of school property will be suspended from the team. A decision regarding further competition will be made by the building athletic/activities director, and the designated building administrator.

School Attendance Requirements:

1. A student must be in school at least one-half (½) day in order to participate in an activity that day. An exception would be made if the student has an approved medical appointment; in which case, the student must present to the attendance supervisor a signed statement from the doctor. This pertains to practice sessions and contests.
2. For athletic activities, a student who has been injured and has had medical treatment cannot participate again without a doctor's release.

Drugs - Alcoholic Beverages - Tobacco Products:

Use or possession of alcoholic beverages, tobacco (including the types described in Policy 3305)

and/or illicit drugs by activities program participants is prohibited. The consequences will apply as outlined in Policy 3321.

In activities where the season is not dictated by the IHSAA (i.e., speech, debate, music, and drama), the building principal, building athletic/activities director and team head coach will define the season.

The rules and regulations in this code shall apply to any violation on or off the school premises during the season of participation.

Additional team rules and regulations recommended by the team head coach must be approved in writing by the building principal and building athletic/activities director.



Cross Reference: 3305 Prohibition of Tobacco Possession and Use
 3321 Student Drug Alcohol and Tobacco Use
 3780 Transportation to School Sponsored Events

Legal Reference: Idaho Code § 33-512(12)

Policy History

ADOPTED: 12/08/08

EMT

REVISED: 7/13/09
 8/11/14
 9/14/15
 6/11/18
 8/12/19

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

**July 27, 2020
5:00 P.M.**

ANNUAL BOARD MEETING AND WORK SESSION AGENDA

MISSION

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

5:00 p.m.

- I. Call to Order Action**
- 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. ??**
- VI. 10 Year Plant Facilities Plan Update – Ryan Bowman (20 min)**
 - A. District Building Projects Update – Ryan Bowman**
- VII. Fall 2020 Re-Opening Protocol – Brady Dickinson (60 min)**
- VIII. Superintendent’s Goals and Objectives – Brady Dickinson (15 min)**
- IX. Proposed 2019 ISBA Resolution(s) - Support Consideration - Action**
- X. Adjournment**

Motion to go into executive session:

I move that after a five-minute break the Board retire into executive session as per ID Code 74-206(1) subsections (b), (c), and (d):

- (b) to consider personnel issue for superintendent evaluation;
- (c) to discuss labor negotiations;
- (d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code.