

See separate
file in online
board packet
for this agenda
item:

Policy Work

Second Reading

MEMORANDUM

To: Board of Trustees

Twin Falls School District 411

From: Bill Brulotte, Director Federal Programs, Policies, and Grants

Re: Policy Updates

Date: September 12, 2016

Second Reading:

Administration recommended changes:

1260 Authorization of Signatures and Electronic Signatures
3010 Open Enrollment
3010P Open Enrollment
4120 Uniform Grievance Procedure

ISBA Spring Update:

2700 High School Graduation Requirements
2700P High School Graduation Requirements
5460 Workers' Compensation Benefits
7210 Fixed Assets and Management Discussion and Analysis
7320 Allowable Uses for Grant Funds (NEW)
7400 Purchasing
7400F Time and Effort Documentation (NEW)
7400P Procurement Under a Federal Award
7408 Appeal of the Awarding of a Bid (NEW)
7430 Travel Allowances and Expenses
7450 Federal Cash Management (NEW)

ISBA Review of 7000 Section – Financial Management

7010 Equivalence in Instructional Staff and Materials
7215 Fund Accounting System (GASB Statement 54)
7225 District Financial Fraud and Theft Prevention
7235 Fiscal Accountability and IDEA Part B Funds
7240 Federal Impact Funds (Remove)
7260 Student Activity Funds
7310 Advertising in Schools/Revenue Enhancement
7430 Travel Allowances and Expenses

- 7440 District Credit Cards
- 7600P Declaration of Financial Emergency Procedure

First Reading:

ISBA Summer Updates:

- 1110 Elections
- 2125 K-3 Reading Intervention (NEW)
- 2425 Parental Rights
- 3510 Student Medicines
- 5105 Certificated Personnel Employment
- 5480 Leadership Premiums
- 8605 Retention of District Records

ISBA Review of 8000 Section – Non-Instructional Operations

- 8110 Safety Busing
- 8110F Safety Busing (Remove from Policy Manual)
- 8120 Bus Routes, Stops, and Non-Transportation Zones
- 8170P District-Owned Vehicles

ISBA Review of 9000 Section –

- 9850 Rental/Use of School District Facilities
- 9850P Rental/Use of School District Facilities
- 9860 Excision and Annexation of Territory (Remove from Policy Manual)
- 9880 Use of Contract Services (Remove from Policy Manual)
- 9900 Use of Camera Surveillance (Remove from Policy Manual)

Elections conducted on behalf of the District are nonpartisan elections governed by the election laws of the State of Idaho and include the election of the Board Trustees, various public policy propositions, and advisory questions.

Board Trustee elections shall be held on the third Tuesday in May in odd-numbered years. Any person legally qualified to hold the position of school district Trustee may file a declaration of candidacy for the office. The declaration must include the name of the candidate, the term for which declaration of candidacy is made, and include the signatures of not less than five school district electors residing in the trustee zone of which the candidate seeks election. Such declaration must be filed with the clerk of the District not later than 5:00 PM on the ninth Friday preceding the day of the election for the subject Trustee position. Any person seeking to become a write-in candidate must file a declaration of intent with the county clerk not later than 45 days before the election date and include the signatures of not less than five school district electors residing in the trustee zone of which the candidate seeks election.

If, after expiration of the date for filing written nominations, it appears that only one qualified candidate has been nominated for a position or if only one candidate has filed a write-in declaration of intent, no election shall be held for that position. The Board or the clerk, with the written permission of the Board, shall declare such candidate elected as a Trustee. The clerk shall immediately prepare and deliver to the person a certificate of election signed by him or her bearing the seal of the District. All other scheduled Trustee elections will move forward under the regular procedures.

In each Trustee zone, the person receiving the greatest number of votes cast within his or her zone shall be declared by the Board as the Trustee elected from that zone.

If any two or more persons have an equal number of votes in any Trustee zone and a greater number than any other nominee in that zone the Board of Trustees shall determine the winner by a toss of a coin.

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| Legal Reference: | § I.C. 33-401 | Legislative Intent |
| | § I.C. 33-501 | Board of Trustees |
| | § I.C. 33-502 | Declaration of Candidacy for Trustees |
| | § I.C. 33-502B | Board of Trustees – One Nomination – No Election |
| | § I.C. 33-503 | Election of Trustees – Uniform Date |
| | § I.C. 34-1404 | Declaration of Candidacy |
| | § I.C. 34-1407 | Write-in Candidates |

Policy History:

Adopted on: 8/11/14

ISBA 2011; 2016

Revised on:

The District strives to ensure that all students read at or above grade level by the end of third grade. In order to achieve this goal the District shall establish a reading intervention program, in addition to core reading instruction, that is aligned with Idaho State Board of Education's Comprehensive Literacy Plan. The District's reading intervention program will include research-based literacy instructional practices, student engagement, and effective interventions.

Definition

Idaho has adopted the International Literacy Association definition of literacy. Literacy is defined as the ability to identify, understand, interpret, create, compute, and communicate using visual, audible, and digital materials across disciplines in any context.

Intervention Program

The District will provide a research based reading intervention programs to all kindergarten through third grade students identified with a reading deficiency as determined by the statewide reading assessments.

The program will provide intensive development in phonemic awareness, phonics, fluency, vocabulary, text comprehension, and decoding intervention as applicable to the grade level.

The District will monitor the reading progress of each student's reading skills throughout the school year and adjust instruction according to student needs.

The program will provide a minimum of 60 hours of supplemental instruction for students in kindergarten through grade 3 who score below basic on the reading screening assessment and a minimum of 30 hours of supplemental instruction for students in kindergarten through grade 3 who score basic on the reading screening assessment.

Reading Improvement Plan

Any student in kindergarten through third grade who exhibits a deficiency in reading based upon the statewide assessment shall receive an individual reading improvement plan. Any student who has been identified as not proficient through a local literacy assessment may also be put on a reading improvement plan. The District shall notify parent(s) or guardian(s) as outlined below once the deficiency has been identified and request their participation in developing the plan.

The reading improvement plan shall be created by the teacher, principal, parent(s) or guardian(s), and other pertinent school personnel, including staff assigned library duties, if applicable, no later

than 30 days after the identification of the reading deficiency. The plan will describe the reading intervention services the student will receive to remedy the reading deficit.

If, after a good faith effort, the District is unable to engage the parent(s)/guardian(s) in the development of the student's reading improvement plan within 15 days of notification, school personnel may move forward with the creation of the student's reading improvement plan without parental participation.

Students who are on a reading improvement plan and have been identified through the statewide assessment to be at grade level may be transitioned off of the reading improvement plan. The District shall notify the parents or guardians in advance of transitioning students off of their reading improvement plan.

Parental Notification

The parent(s) or guardian(s) of any student in kindergarten through third grade who exhibits a deficiency in reading at any time during the school year shall be notified in writing of the student's reading deficiency.

The Board hereby directs the Superintendent or designee to assist schools with providing written notification to the parent(s) or guardian(s) of any student who has not met grade-level proficiency.

The initial notification must include the following:

1. A statement that his or her student has been identified as having a deficiency in reading and a reading improvement plan will be established by the teacher, principal, other applicable school personnel and the parent(s)/guardian(s);
2. A description of the current services that are provided to the student; and
3. A description of the available reading intervention and supplemental instructional services and supports that could be provided to the student that are designed to address the identified areas of reading deficiency.

Following development of the plan, the parent(s)/guardian(s) will be provided with:

1. A description of the reading intervention and supplemental instructional services and support that will be provided to the student that are designed to address the identified areas of reading deficiency; and
2. Strategies for parent(s)/guardian(s) to use at home in helping their student to succeed in reading.

At the conclusion of each school year, or earlier if it has been determined that the student is proficient and is no longer in need of intervention, the parent or guardian will be updated on the student's progress, including any recommendation for placement.

Student Records

The assessment scores and interventions recommended and implemented shall be maintained in the permanent record of each student.

Reporting

Annually by October 1, the District shall report to the Idaho State Department of Education the following information on the prior school year:

1. By grade, the number and percentage of all students in grades kindergarten through third performing at the basic or below basic level on local and statewide assessments in reading; and
2. By grade, the number and percentage of all students in grades kindergarten through third performing at the proficient or higher level on local and statewide assessments in reading.

| | | |
|------------------|----------------|--------------------------------------|
| Legal Reference: | I.C. § 33-1614 | Reading Instruction and Intervention |
| | I.C. § 33-1615 | Reading Assessment |
| | I.C. § 33-1616 | Literacy Intervention |

Other Reference: Idaho Comprehensive Literacy Plan

https://boardofed.idaho.gov/k_12/documents/2015%20Comprehensive%20Literacy%20Plan_COMPLETE%20FINAL%201-29-16.pdf

Policy History:

Adopted on:

Revised on:

The Board of Trustees encourages parents/guardians to be involved in their student's school activities and academic progress.

The Board of Trustees is mandated to adhere to laws, rules, and regulations including the Constitution of the State of Idaho; the rules of the Idaho State Board of Education (Idaho Administrative Procedures Act); the rules and regulations of the Idaho State Department of Education; the laws, rules, and regulations of the federal government and the U.S. Department of Education; as well as educational provisions outlined in the Idaho Code. These mandates include the requirement stated at Article IX, Section 1 of the Idaho Constitution that it is “. . . the duty of the Legislature of Idaho to maintain a general, uniform and thorough system of public, free common schools.”

Based upon the above provisions, as well as the State's mandated requirements for advancement and graduation, the District has established its practices, policies, and procedures as well as the approved curriculum and assessment program. The failure to follow the District's practices, policies, and procedures as well as the school's curriculum and assessment program amounts to the District's violation of State and/or federal laws, rules, and regulations, including but not limited to the failure to provide a general, thorough, free, and uniform system of public education as well as putting the District's operations and funding in jeopardy.

~~The mandates upon the District include State enacted parental rights legislation. The provisions and allowances in the Parental Rights legislation must be read consistent with and in conjunction with other existing State and federal education mandates. Therefore, parents~~ Parents, guardians, and students are expected to abide by the District's practices, policies, and procedures governing the operation of the schools which are required by various State and/or federal laws, rules, and regulations. However, a student's parent/guardian has the right to reasonable academic accommodation if the accommodation does not substantially impact District staff and resources, including employee working conditions, safety and supervision on school premises for school activities and the efficient allocation of expenditures. The District will strive to balance the rights of parents/guardians, the educational needs of other students, the academic and behavioral impacts to a classroom, a teacher's workload and the assurance of the safe and efficient operations of the school.

If a parent has an objection to the District's implementation of various mandates through the District's practices, policies and procedures, or if a parent/guardian would like to request reasonable academic accommodation the appropriate avenue for the parent/guardian is to first seek to address such concerns through communication with the school's administration, district administration and Superintendent. Should that avenue not resolve the situation, a

parent/guardian is free to address such concerns with the Board of Trustees in conformance with Board policy regarding public participation at Board meetings.

A parent/guardian who has an objection to their child's participation in the District's adopted curriculum and/or the District's implementation of practices, policies, and procedures in accordance with educational mandates, ~~with the exception of sex education curriculum, as provided for in Idaho Code, and~~ on the basis that it harms the child or impairs the parents' firmly held beliefs, values, or principles, may withdraw their child from the activity, class, or program. A parent/guardian who chooses to not have their child participate in the provided educational activity, with the exception of sex education curriculum, shall be responsible for identification and provision of non-disruptive alternative educational activities for their child during any time of objection, at no cost to the District. The final decision as to the placement of such alternative educational activity shall be at the discretion of the District, with input of the parent, consistent with the requirements for advancement and graduation and consistent with the reasonable accommodation requirements outlined above.

Access to Learning Materials

Parents/guardians are entitled to review all learning materials, instructional materials, and other teaching aids used in the classroom of their student. Parents/guardian can request access to learning materials by contact the school's administration during school hours.

Notice

The District shall annually provide parents/guardians with notice of their rights as specified in this policy.

Cross Reference: 2340F Parental Opt-Out Form for Sex Education
 2420 Parental Involvement
 4105F Request to Address the Board

Legal Reference: Idaho Constitution Article IX
 I.C. § 32-1010 Intent of the Legislature – Parental Rights
 I.C. § 32-1012 Parental Right to Direct the Education of Children
 I.C. § 32-1213 Interference with Fundamental Parental Rights Restricted
 I.C. § 33-6001 Parental Rights
 I.C. § 33-6002 Annual Notice of Parental Rights
 I.D.A.P.A. 08, Titles .01, .02, .03 and .04

Policy History:

Adopted on: 10/12/15

ISBA 2015; 2016

Revised on:

Administering Medicines Assistance in Self Administration of Medicines to Students

Any school employee authorized in writing by the school administrator or school principal:

1. May assist in the self-administration of any drug that may lawfully be sold over the counter without a prescription to a pupil in compliance with the written instructions, if the pupil's parent/guardian consents in writing.
2. May assist in the self-administration of a prescription drug to a pupil in compliance with the written instructions of a licensed health care practitioner, if the pupil's parent/guardian consents in writing.

~~No employee except a qualified health care professional may administer a drug or prescription drug to a pupil under this policy except in an emergency situation. Diagnosis and treatment of illness and the prescribing of drugs are never the responsibility of a school employee and should not be practiced by any school personnel.~~

Administering Medication Medicines to Students

~~No employee except a qualified health care professional may administer a drug or prescription drug to a pupil under this policy except in an emergency situation.~~

The Board will permit the administration of medication to students in schools in its jurisdiction. Pursuant to the written authorization of the student's licensed health care practitioner ~~a physician or dentist~~, as well as the written authorization of a parent/guardian, the school nurse (who has received direction as to the ~~successfully completed specific training in~~ administration of medication by the student's licensed health care practitioner) may administer medication to any student in the school ~~or may delegate this task pursuant to Idaho law.~~

~~Where administration of medication is a routine activity for a particular student, the subject shall be addressed in a student's health care plan, Section 504 Plan or IEP, as applicable.~~

~~Diagnosis and treatment of illness and the prescribing of drugs are never the responsibility of a school employee and should not be practiced by any school personnel.~~

~~The absence of a school nurse for the administration of medication shall be addressed on a case-by-case basis considering proper compliance with Idaho law and the medical needs of the student.~~

Emergency Administration of Medicines

In case of an anaphylactic reaction or the risk of such reaction, a school nurse or delegate may administer emergency oral and/or injectable medication to any student in need thereof on the school grounds, in the school building, or at a school function, according to the standing order of the chief medical advisor or the student's private physician.

In the absence of a school nurse, the administrator or designated staff member exempt from the nurse licensure requirements who has completed training in administration of medication, may give emergency medication to students orally or by injection. There must be on record a medically diagnosed allergic condition which would require prompt treatment to protect the student from serious harm or death.

[Optional: Training as to the administration of medication in the situation of an emergency, for the administrator or designated staff member, shall be done by the school's nurse or other licensed health care practitioner to assure such individuals have knowledge as to how to give emergency medication to students orally or by injection. Records shall be retained as to the individuals trained, the identification of the trainer and the date of training activities.]

Record of the medication administered in an emergency will be entered on an Individual Student Medication Record and filed in the student's cumulative health folder.

Self-Administration of Medication

~~Students who are able to self-administer specific medication may do so provided:~~

- ~~1. A physician or dentist provides a written order for self-administration of said medication;~~
- ~~2. There is written authorization for self-administration of medication from the student's parent/guardian; and~~
- ~~3. The principal and appropriate teachers are informed that the student is self-administering prescribed medication.~~

[OPTIONAL]

Self-Monitoring and Treatment of Diabetes

A student with diabetes, upon written request of the student's parent/guardian and written authorization from the student's treating physician, shall be permitted by the Board to perform blood glucose checks, administer insulin through the insulin delivery system the student uses, treat hypoglycemia and hyperglycemia, and otherwise attend to the care and management of the student's diabetes in the classroom and in any area of the school or school grounds, and to possess on the student's person at all times all necessary supplies and equipment to perform these monitoring and treatment functions.

Self-Administration of Asthma Medication, Insulin/Diabetic Treatment, or Epinephrine Auto-Injectors

Pursuant to Idaho Code covering the self-administration of asthma medication, ~~or~~ the following shall apply to epinephrine auto-injectors, insulin, or blood glucose monitoring supplies if a parent/legal guardian chooses to have his or her child self-medicate:

1. The parents/guardians of the pupil shall provide to the Board or designee written authorization for the self-administration of medication.
2. The parents/guardians of the pupil shall provide to the Board or designee written certification from the physician of the pupil that the pupil has a severe allergic reaction (anaphylaxis), asthma, ~~or~~ another potentially life-threatening respiratory illness, or diabetes and is capable of, and has been instructed in, the proper method of self-administration of medication. In cases where the pupil has severe or life-threatening allergies, Policy 3515 Food Allergy Management, and any related procedures shall be followed. For students with a severe allergic reaction, asthma, ~~or~~ another potentially life-threatening respiratory illness, or diabetes the student's physician or health care provider-supplied information shall contain:
 - A. The name and purpose of the medicine;
 - B. The prescribed dosage;
 - C. The time(s) at which or the special circumstances under which medication should be administered;
 - D. The length of time for which medication is prescribed;
 - E. The possible side-effects of the medicine;
 - F. Actions to take in the event of an emergency, including if the medication does not improve the child's breathing or allergic reaction;
 - G. Contact information for the physician and parent/guardian; and
 - H. If applicable, a list of the child's asthma triggers or allergies.
3. The school's administration and appropriate teachers and school personnel are informed that the student is self-administering prescribed medication. Such notification shall be done in a manner so as to best preserve the privacy of the student and the student's medical condition to the extent appropriate.

For students with severe or life-threatening allergies this information may be provided in the student's Emergency Care Plan.

Additional Requirements for Self-Administration of Medicines

The Board or Board designee will inform the parents/guardians of the pupil in writing that the District and its employees or agents shall incur no liability as a result of any injury arising from the self-administration of medication by the pupil, absent any negligence by the District, its employees, or its agents, or as a result of providing all relevant information provided pursuant to

subdivisions of this subsection with the school nurse, absent any negligence by the District, its employees, or its agents, or in the absence of such nurse, to the school administrator.

The parents/guardians of the pupil shall sign a statement acknowledging that the District shall incur no liability as a result of any injury arising from the self-administration of medication by the pupil and that the parents/guardians shall indemnify and hold harmless the District and its employees or agents against any claims arising out of the self-administration of medication by the pupil.

Students who are authorized to carry their own epinephrine auto-injectors or supplies or equipment necessary for diabetes monitoring and/or treatment of diabetes may be retested periodically to ensure they are still capable of correctly self-administering the medication.

As used in this section:

1. "Medication" means an epinephrine auto-injector, a metered dose inhaler, or a dry powder inhaler or insulin, insulin delivery system and/or supplies or equipment necessary for diabetes monitoring and/or treatment prescribed by a physician and having an individual label;
2. "Self-administration" means a student's use of medication pursuant to prescription or written direction from a physician; and
3. A student who is permitted to self-administer medication pursuant to this section shall be permitted to possess and use the prescribed medication at all times.

Any school employee authorized in writing by the school administrator or principal may assist with self-administration of medications provided that only the following acts are used:

1. Verbal suggestions, prompting, reminding, gesturing, or providing a written guide for self-administering medications;
2. Handing a prefilled, labeled medication holder, labeled unit dose container, syringe, or original marked, labeled container from the pharmacy to the student;
3. Opening the lid of the above container for the student;
4. Guiding the hand of the student to self-administer the medication;
5. Holding a container of fluid and assisting the student in drinking fluid to assist in the swallowing of oral medications; and/or
6. Assisting with removal of a medication from a container for students with a physical disability which prevents independence in the act.

Handling and Storage of Medicines

All medications, including those approved for keeping by students for self medication, must first be delivered by the parent or other responsible adult to the nurse or employee assisting with the self-administration of medication. The nurse or the employee must:

1. Examine any new medication to ensure that it is properly labeled with dates, name of student, medication name, dosage, and physician's name;
2. If administration is necessary, the nurse must develop a medication administration plan for the student before any medication is given by school personnel;
3. Record on the Student's Individual Medication Record the date the medication is delivered and the amount of medication received;
4. Store medication requiring refrigeration at 36F - 46F; and
5. Store prescribed medicinal preparations in a securely locked storage compartment excluding those medications approved for self-administration. Controlled substances will be contained in a separate compartment, secured, and locked at all times. Students shall be permitted to possess and use a prescribed inhaler or epinephrine auto-injector at all times.

No more than a 45 school day supply of a medication for a student will be stored at the school. All medications, prescription and nonprescription, will be stored in their original containers.

Access to all stored medication will be limited to persons authorized to administer medications or assist in the self-administration of medications. Each school will maintain a current list of those persons authorized by delegation from a licensed nurse to administer medications.

Disposal of Medication

School personnel must either return to the parent/guardian or destroy (with permission of the parent/guardian) any unused, discontinued, or obsolete medication. Medicine which is not repossessed by the parent/guardian within a seven day period of notification by school authorities will be destroyed by the school nurse in the presence of a witness

Legal Reference: I.C. § 33-520 Policy Governing Medical Inhalers, ~~or~~ Epinephrine Auto-Injectors, Insulin and Blood Glucose Monitoring Supplies
 I.C. § 54-1401 Purpose- License Required-Representation to the Public

Policy History:

Adopted on:

Revised on:

Definitions

Category 1 Certificated Employees: Certificated personnel hired on a limited one year contract after August 1st or the spouse of a Trustee hired under the limited provisions of Section 33-507(3), Idaho Code.

Category 2 Certificated Employees: Certificated personnel in the first and second years of continuous employment within the same school district.

Category 3 Certificated Employees: Certificated personnel in the third year of continuous employment by the same school district.

Renewable Contract Certificated Employees: Upon being offered a contract for a fourth full consecutive year of employment as a certificated teacher, certificated personnel who may automatically renew their employment with this District, for the next school year, by timely returning their contract.

The District shall have the option to grant renewable contract status when it hires a certificated employee who has been on a renewable contract with another Idaho school district or who has out-of-state experience which would otherwise qualify the certificated employee for renewable contract status in Idaho. Alternatively, the District can place the certificated employee on a Category 3 contract.

Retired: Certificated personnel receiving retirement benefits from the public employee retirement system of Idaho, except those who received benefits under the early retirement program previously provided by the State, hired as at-will employees.

Notice

1. Category 1 certificated employees' contracts are specifically offered for the limited duration of the ensuing school year, and no further notice is required by the District to terminate the contract at the conclusion of the contract year.
2. Category 2 certificated employees shall be provided a written statement of reason for non-reemployment by no later than July 1st and are not entitled to a review of the reasons or decision not to reemploy by the Board.
3. Category 3 certificated employees shall be provided a written statement of reason for non-reemployment by no later than July 1st and shall, upon written request, be given the opportunity for an informal review of such decision by the Board. The parameters for the

informal review will be determined by the Board. Before the Board determines not to renew the contract for the unsatisfactory performance of category 3 certificated employees, such employees shall be entitled to a defined period of probation as established by the Board, following at least one evaluation. In no case shall the probationary period be less than eight weeks. The probation shall be preceded by written notice from the Board, with the reasons for the probationary period and the areas of work which are deficient and with provisions for adequate supervision and evaluation of the employees' performance during the probationary period.

4. Contracts for all renewable contracted certificated employees shall be issued by July 1st. All employees on renewable contracts must return their contract within 10 days. The employee's failure to timely return a renewable contract may be interpreted by the Board as a declination of the right to automatic renewal or the offer of another contract. Before the Board determines not to renew the contract for the unsatisfactory performance of renewable contracted certificated employees, such employees shall be entitled to a defined period of probation as established by the Board, following an observation, evaluation, or partial evaluation. The probation shall be preceded by written notice from the Board, or its designee, with the reasons for the probationary period and with provisions for adequate supervision and evaluation of the employees' performance during the probationary period.
5. Contracts for retired teachers are specifically offered for the limited duration of the ensuing school year, and no further notice is required by the District to terminate the contract at the conclusion of the contract year.

Supplemental Contracts

An extra duty assignment is, and extra duty supplemental contracts ~~are~~ may be issued for, an assignment which is not part of a certificated employee's regular teaching duties. A supplemental contract for extra duties shall be separate and apart from the certificated employee's underlying contract (Category 1, 2, 3 or renewable) and no property rights shall attach. A written notice of non-reissuance of the extra duty supplemental contract with a written statement of reasons shall be provided. Upon written request, the certificated employee shall be given the opportunity for an informal review of such decision by the Board. The parameters for the informal review will be determined by the Board. The contract shall be in a form approved by the state superintendent of public instruction.

An extra day assignment is, and supplemental extra day contracts may be issued for, an assignment of days of service in addition to the standard contract length used for the majority of certificated employees of the District. Such additional days may be in service of the same activities as the employee's regular teaching duties. Any such extra day contracts shall provide the same daily rate of pay and rights to due process and procedures as provided by the certificated employee's underlying contract (Category 1, 2, 3 or renewable). The contract shall be in a form approved by the state superintendent of public instruction.

Delivery of Contract

Delivery of a contract may be made only in person, by certified mail, return receipt requested, or electronically, return receipt requested. If delivery is made in person, the delivery must be acknowledged by a signed receipt.

If a District delivers contracts via electronic means, with return electronic receipt, and the District has not received a returned signed contract and has not received an electronic read receipt from the employee, the District shall then resend the original electronically delivered contract to the employee via certified mail, return receipt requested, and provide such individual with a new date for contract return.

Return of the Contract

A person who receives a proposed contract from the District shall have 10 from the date of delivery to sign and return the contract.

Failure to Accept or Acknowledge

Should a person willfully refuse to acknowledge receipt of the contract or if the contract is not signed and returned to the Board within the designated time period, the Board may declare the position vacant. ~~OPTIONAL:~~ Through this policy the Board delegates to the Superintendent and/or Human Resources Director the power, as the designee of the Board, to declare such position vacant should a signed contract not be returned within the designated period.}

Cross Reference: Policy 5340 Evaluation of Certificated Personnel
Policy 6100 Superintendent

Legal Reference I.C. § 33-507 Limitation upon Authority of Trustees
I.C. § 33-513 Professional Personnel
I.C. § 33-514 Issuance of Annual Contracts – Support programs –
Categories of Contracts – Optional Placement
I.C. § 33-514A Issuance of Limited Contract – Category 1 Contract
I.C. § 33-515 Issuance of Renewable Contracts
I.C. § 33-515A Supplemental Contracts

Policy History:

Adopted on:

Revised on:

The Board shall have in place a plan and criteria for providing leadership premium compensation to reward teachers and pupil service staff for serving in a leadership capacity in their schools.

Leadership priorities will be based upon one or more of the criteria below as identified by a committee consisting of teachers, administrators, and other District stakeholders and approved by the Board. The decision as to whom and how many instructional and pupil service employees receive leadership premiums shall not be subject to collective bargaining and shall not become a part of the negotiated agreement.

Leadership Criteria

The Board may shall award leadership premiums of a minimum of \$850 \$900 to certificated instructional and pupil service employees, regardless of such employees full or part time status, in recognition of the additional time they will spend fulfilling one or more of the following leadership roles:

- ~~Providing instruction in a subject in which the employee holds a content area master's degree;~~
 1. Teaching a course in which the student earns both high school and college credit;
 2. Teaching a course to middle school students in which the students earn both middle school and high school credit;
 3. Holding and providing service in multiple non-administrative certificate or subject endorsement areas;
 4. Serving, or being hired to serve, in an instructional position designated as hard to fill by the Board, including a career technical education program;
 5. Providing mentoring, peer assistance, or professional development to teachers in their first two years in the profession;
 6. Having received professional development in career and academic counseling, and then providing career or academic counseling for students, with such services incorporated within or provided in addition to the teacher's regular classroom duties; and
 7. Various other criteria designated by the Board, excluding duties related to student activities or athletics, that require the employee to work additional time such as:
 - A. Curriculum development;
 - B. Assessment development;
 - C. Data analysis;
 - D. Grant writing;
 - E. Special program coordinator;
 - F. Research project; and

G. Teaching professional development course;

[Note: Should the Board choose to identify various other criteria as eligible, a description of those duties should be included in the plan or identified in this policy.]

The Board may grant multiple leadership premiums to those performing multiple duties, but no employee shall receive leadership premiums that exceed 25% of the employee's base ~~amount~~ minimum salary ~~as designated on the career ladder~~.

These premiums shall be valid only for the fiscal year for which the awards are made. Duties related to student activities and athletics shall not be eligible for leadership premiums.

Legal Reference: I.C. § 33-1004F

Obligations to Retirement and Social Security
Benefits

I.C. § 33-1004J

Leadership Premiums

Policy History:

Adopted on:

Revised on:

Safety busing is the transportation of a student who lives less than 1½ miles from school when, in the judgment of the Board of Trustees, the age, health, and/or safety of the students warrants such action.

The Board of Trustees will only consider requests for safety busing for students living less than 1½ miles from school when a student walking to school would entail one or more of the following hazards: ~~or the hazards listed in 8110F:~~

1. Unsupervised crossing of a heavily traveled multi-lane roadway requiring beyond-age-level comprehension of complex traffic hazards;
2. Walking along an arterial road and highway permitting fifty (50) mile per hour speeds;
3. Crossing an intersection in competition with a high volume of right-turning vehicles without the benefit of adult supervised crossing;
4. Walking in the traffic lane of an arterial or collector street because of the absence of sidewalks or usable shoulders which are at least three (3) feet wide;
5. Walking beside or over unprotected waterways;
6. Walking routes which are temporarily interrupted by major road construction, building construction, or utility construction;
7. Walking routes interrupted by numerous high traffic volume business driveways; or
8. Other unique circumstances or extraordinary factors.

The existence of any of the above criteria does not automatically qualify an area for safety busing. The Board may also consider evaluation factors including but not limited to: traffic count, traffic gap times, posted speed, width of roadway, width of walking area, length of time students would be exposed to area of concern, age of pupils, number of pupils, and traffic control signs and markings, as well as written comments from parents, patrons, and school personnel prior to a vote on the issue. Further, the Board shall consider the criteria set out in its measuring and scoring instrument, with a an appropriate “cut off” for safety busing purposes when the scoring element used indicates hazards that are “reasonable” for students to encounter during their walk to and from school, ~~which by this reference is incorporated and attached to this policy as Exhibit 8110F.~~

Each year, no later than the regular Board meeting in August, the Board shall review and vote on all requests for new safety busing locations. The Board may annually approve the formation of an ad hoc supplemental transportation committee for the purpose of objectively evaluating all hazardous routes less than 1.5 miles from the students’ home to school, using the Board approved measuring instrument. The Superintendent or his or her designee is directed to review all existing safety busing locations at intervals of no more than three years (3).

Cross Reference: 8100 Transportation
8120 Bus Routes, Stops and Non-Transportation Zones

Legal Reference: I.C. § 33-1501 Transportation Authorized

Other Reference: http://www.sde.idaho.gov/site/transportation/annual_reporting.htm
Standards for Idaho School Buses and Operations

Policy History:

Adopted on: 8/11/14

ISBA 2003

Revised on: 2/9/15

~~Exhibit 8110F is the measuring instrument form used by the District.~~

MEASURING INSTRUMENT FOR WALKING STUDENTS

School District: Twin Falls School District No. 411 **School:** _____

Location of Area Rated: _____

Date Rated: _____

| Rate the following by putting a circle around the appropriate number. The higher the number, the more hazardous the walking route. | | | | | | | | | | | | Numeric Score | | |
|--|--|---------------------|--|---------------------------------------|-------------------------------------|---------------------|---|-------------------------|---|------------------|---------------------------------|---------------|--|--|
| Vehicular: | | | | | | | | | | | | | | |
| 1. Average hourly traffic during school arrival & departure both morning & afternoon. | Over 1000 | 1000-901 | 900-801 | 800-701 | 700-601 | 600-501 | 500-401 | 400-301 | 300-201 | 200-101 | 100-0 | | | |
| | 10 | 9 | 8 | 7 | 6 | 5 | 4 | 3 | 2 | 1 | 0 | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| 2. Truck traffic during school arrival & departure both morning & afternoon. | Over 100 | | 100-75 | | 75-51 | | 50-25 | | 25-1 | | 0 | | | |
| | 5 | | 4 | | 3 | | 2 | | 1 | | 0 | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| 3. Posted traffic speed | 55 mph 7 | 50 mph 6 | 45 mph 5 | 40 mph 4 | 35 mph 3 | 30 mph 2 | 25 mph 1 | 20 mph 0 | | | | | | |
| Pedestrian: | | | | | | | | | | | | | | |
| 1. Number of pupils | Over 225 10 | 225-201 9 | 200-176 8 | 175-151 7 | 150-126 6 | 125-101 5 | 100-76 4 | 75-51 3 | 50-26 2 | 25-1 1 | 0 0 | | | |
| 2. Grade level | Elementary 10 | | | Middle School/Junior High 2 | | | | High School 0 | | | | | | |
| Roadway: | | | | | | | | | | | | | | |
| 1. Width of road | Multi-lane divided highway, raised or painted median | | Multi-lane (two-way) or Single-lane w/left turn lane | | Two-lane Two-way No-passing | | Two-lane Two-way Passing | | Two-way, no street markings | | | | | |
| | 10 | 9 | 8 | 7 | 6 | 5 | 4 | 3 | 2 | 1 | 0 | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| Exposure time walking along (in minutes) | > 30 10 | 27-30 9 | 24-27 8 | 21-24 7 | 18-21 6 | 15-18 5 | 12-15 4 | 9-12 3 | 6-9 2 | 3-6 1 | 0-3 0 | | | |
| 2. Shoulder or sidewalk "Narrow" – under 3 feet "Wide – 3-8 feet | No shoulder or sidewalk | | Narrow, unpaved shoulder, no sidewalk | | Narrow, paved shoulder, no sidewalk | | Wide, unpaved shoulder, no sidewalk | | Wide, paved shoulder, no sidewalk | | Sidewalk all way with no breaks | | Sidewalk all way with no breaks, shoulder or utility strip | |
| | 10 | 9 | 8 | 7 | 6 | 5 | 4 | 3 | 2 | 1 | 0 | 0 | -10 | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| 3. Accumulative walking area with no sidewalk | 100% 10 | 90% 9 | 80% 8 | 70% 7 | 60% 6 | 50% 5 | 40% 4 | 30% 3 | 20% 2 | 10% 1 | < 10% 0 | | | |
| 4. Traffic control signs & markings (score as many as applicable) | No school signs 2 | | No pavement markings 2 | | No traffic signals 2 | | No traffic lights – Elementary Only 2 | | No crossing guard – Elementary Only 2 | | | | | |
| Environmental: | | | | | | | | | | | | | | |

MEASURING INSTRUMENT FOR WALKING STUDENTS

| Environmental: (continued) | | | | | | | | | | | |
|---|--|-----------------|-------------------------------|-----------------|-------------------------|-------------------------------|-----------------------------|-----------------|----------------------------|-----------------|------------------|
| 1. Visual obstructions (trees, shrubs, hills, curves, buildings, etc.) | Comments: | | | | | | | | | | |
| | Accumulative Exposure - % of Walking Route | | | | | | | | | | |
| | 100% 10 | 90% 9 | 80% 8 | 70% 7 | 60% 6 | 50% 5 | 40% 4 | 30% 3 | 20% 2 | 10% 1 | <10% 0 |
| 2. Cross traffic pupil's direction of travel (streets & driveways other than single family home) | Comments: | | | | | | | | | | |
| | Accumulative Exposure - % of Walking Route | | | | | | | | | | |
| | 100% 10 | 90% 9 | 80% 8 | 70% 7 | 60% 6 | 50% 5 | 40% 4 | 30% 3 | 20% 2 | 10% 1 | <10% 0 |
| 3. Special conditions (extraordinary factors, fences, open waterway, history of crime, etc.) | Comments: | | | | | | | | | | |
| | Accumulative Exposure - % of Walking Route | | | | | | | | | | |
| | 100% 10 | 90% 9 | 80% 8 | 70% 7 | 60% 6 | 50% 5 | 40% 4 | 30% 3 | 20% 2 | 10% 1 | <10% 0 |
| Accident Rate: | | | | | | | | | | | |
| Accident rate (vehicle & pedestrian) | 2 x Average for Facility | | 1.6 x Average for Facility | | Average for Facility | | .75 Average for Facility | | .5 Average for Facility | | |
| | 10 | 9 | 8 | 7 | 6 | 5 | 4 | 3 | 2 | 1 | 0 |
| TOTAL RATING: | | | | | | | | | | | |
| Contacted Agency or Individual Responsible for Making Improvements | Agency or Individual | | | | | Contact Person W/Phone Number | | | | | |
| | State Highway District | | | | | | | | | | |
| | County Roads | | | | | | | | | | |
| | City Streets | | | | | | | | | | |
| | Canal Company | | | | | | | | | | |
| | Developer | | | | | | | | | | |
| | Property Owner | | | | | | | | | | |
| Other: | | | | | | | | | | | |
| Comments: | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |

Evaluator _____

Date Evaluated _____

GUIDELINES FOR TRANSPORTING STUDENTS LESS THAN THE MINIMUM DISTANCE (1½ MILES)

The “Rating Sheet **Measuring Instrument** for Walking Students” and “Safety Busing **Check Sheet Request Forms**” may be downloaded through the SDE Web site at <http://www.sde.idaho.gov/student-transportation/index.html>
www.sde.state.id.us/finance/transport/

Idaho Code 33-1501 states: “Primary requirements . . . are the safety and adequate protection of the health of the pupils.” Idaho Code 33-1006 further states: “(2) transporting pupils less than one and one-half (1½) miles as provided in Section 33-1501, Idaho Code, when approved by the State Board of Education.” The following guidelines are suggested when reviewing and evaluating “Safety Busing” applications. New safety busing sites shall be reviewed with this guideline, and all safety busing sites shall be re-evaluated at intervals of at least every three years.

1. Width of the shoulder of the road. Children should not be expected to walk upon the traffic lanes of a highway. The speed, number and type of vehicles traveling any of the roadways would indicate that traffic lanes are unsafe for pedestrians. Shoulder width on each side of the roadway should be at least three (3) feet and should be maintained free of snow and other obstructions.
2. Traffic count. There are usually more vehicles using main highways than using secondary roads. However, a traffic count can be misleading because of variations at different times of the day. Motorists hurrying to and from work during rush hours which coincide with school hours present a hazard to children. Traffic counts should be taken during times students would be required to travel the area in question.
3. Lack of crossing guards. Some districts provide school crossing guards at busy intersections; others provide no extra protection for youthful pedestrians.
4. Lack of law enforcement. Posted speed limits are often ignored unless adequate enforcement is provided. This can be hazardous to school children.
5. Ages of children. While certain conditions present a degree of hazard to people of all ages, older students can be expected to accept more responsibility and exercise better judgment than younger students.
6. Railroad crossings. Moving trains as well as trains stopped at crossings present hazards to young peoples on their way to school.
7. Nature of traffic. A concentration of heavy truck traffic increases the hazards of any road. Areas near large manufacturing plants or office buildings experience heavy traffic when work shifts change.
8. Inadequate pedestrian safeguards near school areas. Shortly before the start and close of the school day large numbers of vehicles converge on the school presenting extra hazards to children who must walk.
9. Temporary hazards. Construction projects, street repairs, excavations, and similar projects present additional problems and temptations to children walking to and from school.
10. Child molesters. Where children must walk through parks and other secluded areas, child molesters may present a hazard. However, this category is difficult, if not impossible to

assess.

11. Inadequate protection around waterways. Where children must walk along or across ditches, creeks, rivers, etc. without adequate protection, hazardous situations and temptations to children are present, causing unsafe conditions. Length of required exposure should be factored into assessment. Walking past versus walking along open waterways present very different hazards.
12. School district administrators shall develop an objective measuring instrument, which contains a scoring element for assessing hazards encountered by students while walking from home to school routes. Districts may use the sample measuring instrument provided by SDE, a sample of which available **is** through their Web site. School districts shall re-evaluate all safety busing sites within district boundaries at intervals of at least every three years.
13. SDE recommends school district board of trustees annually approve the formation of an ad hoc supplemental transportation committee for the purpose of objectively evaluating all hazardous routes under 1.5 miles from the students' home to school, using a board approved measuring instrument. It is further recommended that the ad hoc supplemental committee be made up of transportation professionals and student advocate representatives, i.e., city, county, state traffic engineers, law enforcement professionals, district pupil transportation supervisory personnel, district or other safety professionals, district and/or region PTA representatives, etc. SDE further recommends that the chairman of the ad hoc supplemental transportation committee report its recommendations to the local board of trustees at a timely scheduled public school board meeting.
14. SDE recommends that school district administrators solicit route evaluation requests from all interested patrons via school administrators.
15. SDE recommends that the objective measuring instrument and the related scoring element be used in determining an appropriate "cut off" for safety busing purposes when the scoring element used indicates hazards that are "reasonable" for students to encounter during their walk to and from school. The philosophy for this recommendation is based on the assumption that all students must encounter "some hazards" during the course of their travel from home to school. The intent of the objective measuring instrument is to prioritize and/or weight hazards.
16. SDE recommends that each local school district evaluate and implement a pedestrian safety program. This program should teach students of all ages how to deal with hazards to use existing pedestrian facilities, and follow safe walking practices. This should be a continuing program with positive reinforcement throughout the school year.
17. SDE encourages each school district and local governmental agency to upgrade their school zones as changing hazards suggest and to employ crossing guards, install signing, and upgrade pavement markings where appropriate.

18. SDE recommends that each school create or update a school route plan to provide for an orderly review of the school area traffic control needs. The plan should consist of a simple map showing streets accessing the school, existing traffic controls, established school routes, and crossings. The number of school crossings should be limited to the fewest possible required to safely accommodate the demand.

Policy History

Adopted on: 2/9/15

ISBA 2015

Revised on:

Each year, no later than the regular Board meeting in August, the Superintendent or designee shall present their recommendation for bus routes, school safety busing zones, and non-transportation zones to the Board of Trustees. The Board shall consider student health and safety in considering the recommendations of the Superintendent or designee.

Definitions

“Safety Busing Zone” shall mean the transportation of a student who lives less than 1½ miles from school when, in the judgment of the Board, the age, health, or safety of the student warrants such action. See Policy 8110 Safety Busing.

“Non-Transportation Zone” shall mean an area of the District designated by the Board which is not served by District transportation because of scarcity of students or remoteness, or because the condition of roads makes such service impractical.

Establishing Bus Routes

In order to operate the transportation system as safely and efficiently as possible, the following factors shall be considered in establishing bus routes:

1. School bus routes shall be established with due consideration of the sum total of local conditions affecting the safety, economic soundness, and convenience of its operation including road conditions, condition of bridges and culverts, hazardous crossings, presence of railroad tracks and arterial highways, extreme weather conditions and variations, length of route, number of families and children to be serviced, availability of turn-around points, capacity of bus, and other related factors. Further, the Board of Trustees shall consider the criteria set out in its measuring and scoring instrument. See Policy 8110 Safety Busing, Exhibit 8110F.
2. School bus drivers are encouraged to make recommendations in regard to establishing or changing routes.
3. Parents should be referred to the Superintendent or designee for any request of change in routes, stops, or schedules.
4. At least once each year, the transportation supervisor or the District’s school bus driver trainer shall evaluate each route for the purpose of assessing the safety of routes and bus stops. Documentation of the route evaluation shall be retained by the District.

Bus Stops

Buses should stop only at designated places approved by school authorities. Exceptions should be made only in cases of emergency and inclement weather conditions. Bus stops shall be chosen with safety ~~in mind~~ and protection of the health of the student in mind.

School loading and unloading zones are to be established and marked to provide safe and orderly loading and unloading of students. The principal of each building is responsible for the conduct of students waiting in loading zones.

Delay in Schedule

The contracted service is to notify the administration of a delay in schedule. The administration will notify parents on routes using available resources, if necessary.

Responsibilities - Pupils

Pupils must realize that safety is based on group conduct. Talk should be in conversational tones at all times. There should be no shouting or loud talking which may distract the bus driver. There should be no shouting at passersby. Pupils should instantly obey any command or suggestions from the driver and/or his or her assistants.

A pupil may be denied transportation upon a showing of good cause. The reason for the denial of transportation services shall be provided to the parent(s)/guardian(s) in writing.

Responsibilities - Parents

The interest and assistance of each parent is a valued asset to the transportation program. Parents' efforts towards making each bus trip a safe and pleasant experience are requested and appreciated. The following suggestions are only three (3) of the many ways parents can assist:

1. Ensure that students are at the bus stop in sufficient time to efficiently meet the bus;
2. Properly prepare children for weather conditions; and
3. Encourage school bus safety at home. Caution children regarding safe behavior and conduct while riding on the school bus.

Safety

The Superintendent or designee shall develop written rules establishing the procedures for bus safety and emergency exit drills, which ~~complies~~ comply with State law and/or Federal Highway Safety Guideline 17, and for student conduct while riding on buses.

If the bus and driver are present, the driver is responsible for the safety of his or her passengers, particularly for those who must cross a roadway prior to loading or after leaving the bus. Except in emergencies, no bus driver shall order or allow a student to board or disembark at other than his or her assigned stop unless so authorized by the Superintendent or designee. In order to

assure the safety of all, the bus driver may hold students accountable for their conduct during the course of transportation and may recommend corrective action against a student. Bus drivers are expressly prohibited from using corporal punishment.

Further, the Board shall consider the criteria set out in its measuring and scoring instrument which by this reference is incorporated and attached to this policy.

The bus driver is responsible for the use of the warning and stop signaling systems and the consequent protection of his or her passengers. Failure to use the system constitutes negligence on the part of the driver.

Inclement Weather

The Board recognizes the unpredictability and resulting dangers associated with the weather in Idaho. To achieve the maximum safety for children and efficiency of operation, the Superintendent is empowered to make decisions as to the emergency operation of buses, the cancellation of bus routes, and the closing of schools in accordance with his or her best judgment. The Board may develop guidelines in cooperation with the Superintendent to assist him or her in making such decisions.

Cross Reference: 8110 Safety Busing

Legal Reference: I.C. § 33-1501 Transportation Authorized
I.C. § 33-1502 Bus Routes—Non-Transportation Zones
I.C. § 49-1422 Overtaking and Passing a School Bus

Other Reference: Standards for Idaho School Buses and Operations
Idaho Department of Education, Idaho's School Bus Driver Training
Classroom Curriculum

Policy History:

Adopted on: 8/11/14

ISBA 2003

Revised on: 2/9/15

The Board adopts this procedure to establish guidelines, obligations, and expectations of employees who, within the scope of their employment, have occasion to operate District-owned vehicles and equipment, or personal vehicles for official District purposes.

District Vehicles and Equipment

Authorization for Use

Twin Falls School District employees shall operate District owned vehicles and equipment only when the employee:

1. Is authorized by their position and/or supervisor to act as the operator of a vehicle or piece of equipment;
2. Holds a valid Idaho operator's license for each class of vehicle or piece of equipment they are approved to operate. The District may verify license status by checking motor vehicle records; and
3. Has demonstrated, to the supervisor's satisfaction, that they are qualified to operate the vehicle or piece of equipment.

Responsibilities of Vehicle/Equipment Operator

Employees operating District vehicles and equipment shall:

1. Inspect vehicles or equipment before operating to ensure the vehicle or equipment will function in a safe manner;
2. Refrain from eating or engaging in other activities which may distract an individual from safely operating a vehicle or piece of equipment;
3. Operate such vehicles and equipment in a safe, responsible manner, and in compliance with State laws and regulations governing vehicle use;
4. Pull off to a safe area and stop driving to use a cell phone in a vehicle;
5. Be personally responsible for traffic fines, court appearances, and other personal judgments or penalties arising from their violation of traffic laws while operating such vehicles or equipment;

6. Refrain from operating any such vehicles or equipment when under the influence of controlled substances, medications, or mental or physical conditions which could impair their ability to properly operate a vehicle or piece of equipment;
7. Return such vehicles and equipment daily to the District facility designated for that vehicle or piece of equipment unless it is taken to the operator's residence as authorized ~~described~~ in this procedure;
8. If the vehicle or piece of equipment is taken to the operator's residence as authorized by this procedure, the operator shall ensure the vehicle or equipment is made available for routine maintenance as well as unscheduled maintenance when required;
9. Report any loss, redaction, or suspension of their operator license or endorsements status to their supervisor as soon as they are notified of the licensing status change;
10. Report all accidents immediately to the supervisor and/or to the Risk Management Specialist so that they can be reported to the District's insurance carrier. All Commercial Driver's License holders shall comply with federal and State laws regarding the reporting of accidents, citations, or driving convictions and shall immediately report such occurrences to their supervisor;
11. Use of District fueling cards and facilities, maintenance and repair facilities, and supplies shall be limited to bonafide District vehicles and equipment. District materials and facilities shall not be used for personal benefit;
12. Not allow other persons to use their refueling card or request that others allow them to use refueling cards which are not assigned to them; and
13. Be evaluated in connection with their use of District vehicles and equipment as part of their annual job performance review.

Prohibited Conduct of Vehicle/Equipment Operator

Any employee involved in one or more of the following circumstances while operating District vehicles and equipment will immediately lose their operational authorization:

1. Unlawful use, distribution, dispensing, manufacture, or possession of a controlled substance;
2. Operating any District vehicle or piece of equipment while under the influence of alcohol, any drug, or the combined influence of alcohol and any drug;
3. Use of any District vehicle or piece of equipment for illegal or unauthorized purposes;
4. Operating a vehicle or piece of equipment in a manner which endangers the safety or life of others;
5. Clearly negligent use of District owned vehicles or piece of equipment.

Any employee convicted of any of the items listed in the above section of this procedure, regardless of whether it occurred while operating a District vehicle or piece of equipment, may be permanently prohibited from operating District vehicles and equipment, and/or subject to disciplinary action, up to and including termination.

Emergency Call Out

In specific instances, the Superintendent and/or department directors may establish specific positions and/or classes of employees who are subject to emergency callout. These employees or classes of employees may be assigned a District vehicle to keep at their personal residence in order to more quickly respond to emergency circumstances. Employees so designated, may be changed at any time by the Superintendent and/or department director without consultation or negotiation with the affected employee or classes of employees. When an employee is designated to have a District vehicle at their residence for emergency callout use, the vehicle shall not be used for personal purposes.

Disposal of Vehicles and Equipment

All vehicles and equipment shall be disposed of only by sales events and methods which are approved by the Board and by rules adopted by the State for disposal of surplus property. Each sales event must be approved individually by the Board. Revenue received from the sale of school buses will be placed in a separate account and used only for the purchase of school buses.

Accident Management Procedures

The Twin Falls School District establishes the following guidelines for reporting, investigating, and documenting all accidents, collisions, and incidents involving District vehicles and equipment:

1. All accidents/collisions/vandalism (herein collectively referred to as “accidents”) involving District vehicles, regardless of the amount of damages or personal injuries sustained, shall be reported immediately to the driver’s supervisor and/or any other identified District personnel. Failure to report an accident shall be cause for disciplinary action;
2. Drivers shall report all school bus accidents to local school authorities and the appropriate law enforcement agency in accordance with Title 49, Chapter 13 of Idaho Code. Subsequent to the accident or incident, a Uniform School Bus Accident/Injury or appropriate Incident Report Form shall be completed by the driver or transportation supervisor and submitted to the State Department of Education within 15 days.
3. An employee involved in any accident while operating District vehicles or equipment may be required to submit to a drug and alcohol test. Failure to submit to a drug and alcohol test; or testing positive for drug use; or prohibited levels of alcohol as outlined in applicable law; shall be subject to disciplinary action, up to and including termination;

4. An accident report shall be completed within twenty-four (24) hours of any accident regardless of the amount of damage sustained to any District vehicle or equipment;
5. All accidents shall be investigated by a designated District Safety Coordinator or his or her designee;
6. All accidents involving any personnel injury and/or accidents for which the estimated damages exceed one-thousand dollars (\$1,000) shall be reviewed by the Safety Committee.
7. The Safety Committee shall hold a fact-finding meeting to determine if the accident was preventable or non-preventable.
 - A. The driver involved in the accident has the right to attend the fact-finding meeting to explain the situation and answer questions of the Committee;
 - B. The Committee shall inform the driver of their findings in a timely manner; and
 - C. An employee may appeal the findings and recommendations of the Committee by following the appeals procedure outlined in the District Grievance Procedure.
8. Administrative actions shall be taken based on the findings and recommendations of the Committee as follows:
 - A. If the accident was non-preventable, a statement to that effect shall be included in the employee's personnel file and no disciplinary action will be recommended.
 - B. If the accident was preventable, procedures of remediation and disciplinary action shall be implemented according to the degree of culpability, severity of the accident, and service record of the employee.
9. Driver Education instructors shall not be disciplined under these driver accident guidelines for vehicle accidents resulting from the actions of student drivers who are operating District vehicles under the instructor's supervision, as part of the District Driver Education course unless a valid investigation by the District or a court of law finds the instructor was grossly negligent in their instruction or driving supervision.

Definitions

"Equipment" for purposes of this procedure means utility vehicles, construction and lawn equipment.

"Vehicle" for purposes of this procedure means buses, vans and passenger vehicles, maintenance and delivery trucks.

Other Reference: Standards for Idaho School Buses and Operations
 Idaho Department of Education, Idaho's School Bus Driver Training
 Classroom Curriculum

Procedure History:

Adopted on: 8/11/14

ISBA 2006

Revised on: 2/9/15

In compliance with Idaho Code, the Board of Trustees establishes the following guidelines to provide administrative direction pertaining to the retention and/or disposal of District records. This schedule likewise identifies the anticipated physical location of where such records may be kept or maintained by the District, in addition to the possible document retention of all categories of records on the school's servers and computer systems.

The District's Public Records Coordinator (Board Clerk), in conjunction with the Superintendent, or designee, is responsible for the maintenance, safeguarding and destruction of the District's records. Performance of such duties shall be in cooperation with the District's Business Office, Directors of Maintenance and Transportation, Technology Coordinator, the Principals at the school's buildings and other administrative personnel employed by the District. However, each school employee is likewise responsible for having knowledge of this policy and the requirement to safeguard the District's records, electronic or otherwise, consistent with the chart below.

The District's Public Records Coordinator shall work in conjunction with the District's Technology department to assure that the school's staff is aware of the routine destruction of electronic District records, including emails, such that they are able to assure that the District's public records are retained consistent with this schedule, regardless of whether they are maintained in a hard copy or an electronic copy. In such a process, the District's employees need to retain District records included on the schedule below, particularly student educational records, personnel records, and investigative records, in a format that is not part of the District's routine electronic records destruction and/or notify the technology personnel of the District that a particular document is not to be destroyed as part of the routine destruction of electronic records.

Unless otherwise prohibited by applicable law, all District records may be maintained electronically and/or in hard physical copy.

Method of Destroying Official Records

The District's official records, and any copy thereof that may be deemed to be confidential and/or not intended to be disseminated to the public, will be shredded before disposal.

Destruction of Electronic Mail/e-mail

The District will store electronic mail/e-mails for a maximum period of 10 years. All email will be automatically deleted from the District's system at the end of this retention period. It is the responsibility of every district employee to assure that District documents that need to be retained for a longer period of time due to federal law, state law or the provisions of this policy are retained accordingly and in a different format than electronic mail. An employee's failure to retain

District documents accordingly could serve as a basis for discipline, up to and including possible termination.

Suspending of Destroying Official Records

The District will immediately cease the destruction of all relevant records, including electronic records, even if destruction is authorized by an approved Retention Schedule, for the following reasons:

1. If the District receives a Freedom of Information Act (FOIA) request;
2. If the District believes that an investigation or litigation is imminent; or
3. If the District is notified that an investigation or litigation has commenced.

The Public Records Coordinator, Superintendent, and Board Clerk are responsible for carrying out this policy.

If relevant records exist in electronic formats (such as email, digital images, word processed documents, databases, backup tapes, etc.) the District’s Administrative personnel shall notify its information technology staff to cease the destruction of records relating to the subject matter of the suit/potential suit or investigation. Failure to cease the destruction of relevant records could result in penalties against the District.

District records shall be retained and/or disposed of as follows:

DISTRICT RECORDS RETENTION SCHEDULE

| Retention Codes | | |
|--|--|--|
| AC —After closed, terminated, completed, expired, settled, or last date of contact FE —Fiscal Year End (June 30 th) | LA —Life of Asset PM —Permanent US —Until Superseded | DO – District Office SB – School Buildings DM – District Maintenance DT – District Transportation |
| RECORDS DESCRIPTION | RETENTION PERIOD | |
| ADMINISTRATION —ATTENDANCE--ANNUAL ATTENDANCE SUMMARIES BY BUILDING | PM | DO, SB |
| ADMINISTRATION —ATTENDANCE—Enrollment attendance data | 3 yr | DO, SB |
| ADMINISTRATION —BALLOTS AND OATHS OF ELECTION—until canvassed and recorded in the minutes | Not less than 8 months following election | DO |
| ADMINISTRATION —BALLOTS FOR BOND ELECTIONS | a. Not less than 60 days after bonds have been delivered to purchaser b. Not less than 8 months following bond election | DO |
| ADMINISTRATION —CONTRACTS AND LEASES | AC +6 yr | DO |

DISTRICT RECORDS RETENTION SCHEDULE

| Retention Codes | | |
|--|--|--|
| AC —After closed, terminated, completed, expired, settled, or last date of contact FE —Fiscal Year End (June 30 th) | LA —Life of Asset PM —Permanent US —Until Superseded | DO – District Office SB – School Buildings DM – District Maintenance DT – District Transportation |
| RECORDS DESCRIPTION | RETENTION PERIOD | |
| ADMINISTRATION—GENERAL CORRESPONDENCE | 3 yr | DO, SB |
| ADMINISTRATION—DONATION/GIFT RECORDS | PM | DO, SB |
| ADMINISTRATION—BOARD MEETINGS—AGENDA AND MINUTES: Official minutes and agenda of open meetings | PM | DO |
| ADMINISTRATION—BOARD MEETINGS—CLOSED: Certified agendas or tape recordings of closed meetings | PM—Restricted Access | DO |
| ADMINISTRATION—ORGANIZATION CHARTS: Any documentation that shows program accountability | PM | DO, SB, DM, DT |
| ADMINISTRATION—EDUCATION PROGRAM REVIEW RECORDS | AC+3 yr | DO, SB |
| ADMINISTRATION—OFFICIAL STATE DEPARTMENT REPORTS | PM | DO |
| ADMINISTRATION—SCHOOL CERTIFICATION REPORTS | PM | DO |
| ANNUAL REPORTS | PM | DO |
| APPEAL AND REVIEW RECORDS —Records may include but are not limited to narrative history or description of appeal; minutes and testimony; exhibits; reports and findings of fact; final orders, opinions, conclusions, or decisions; audio recordings; hearing schedules and lists of participants; and related correspondence and documentation. | PM | DO |
| BOARD MEMBER RECORDS —Series documents board activities and serves as a reference source for board members. Records may include but are not limited to correspondence, plans, statements of goals and objectives, minutes, committee reports, budgets, financial statements, reports, and other reference material. Records are often compiled in a notebook for each member. | AC+3 yr NOTE: Some materials may warrant long-term retention. These materials should be reviewed for archival materials. | DO |
| BOARD RECORDS —Series documents the official proceedings of the board meetings. Records may include agendas; minutes; meeting notices; items for board action; contested case hearings schedules; committee reports; exhibits; and related correspondence and documentation. Records may also include audio recordings of meetings used to prepare summaries. | PM | DO |
| COMPUTER SYSTEMS-BACKUPS —Backups on | US or 1 year | DO |

DISTRICT RECORDS RETENTION SCHEDULE

| Retention Codes | | |
|--|---|--|
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| RECORDS DESCRIPTION | RETENTION PERIOD | |
| tape, disk, cd, dvd, etc. CAUTION: Records stored in this format can be subpoenaed during litigation. | | |
| EQUIPMENT-HISTORY FILE —Equipment service agreements, includes maintenance agreements, installation, and repair logs, etc. | LA+3 yr | DO, DM, DT |
| EQUIPMENT MANUALS —Instruction and operating manuals | LA | DO, SB, DM, DT |
| EQUIPMENT WARRANTIES | AC+1 yr | DO, SB, DM, DT |
| FACILITIES OPERATIONS-APPRAISALS —Building or property | 3 yr | DO |
| FACILITIES OPERATIONS-BUILDINGS PLANS AND SPECIFICATIONS —Includes architectural and engineering drawings, etc. | PM For leased structures retain AC+2 | DO, DM |
| FACILITIES OPERATIONS-BUILDINGS, CONSTRUCTION CONTRACT, INSPECTION RECORDS AND PROJECT FILES —Building construction contracts, surety bonds and inspection records, Planning, design, construction records & all bids, etc. | LA | DO, SB, DM |
| FACILITY OPERATIONS —DAMAGE REPORTS; LOST AND STOLEN PROPERTY REPORTS | FE+3 yr | DO, SB, DM, DT |
| FACILITY OPERATIONS-PROPERTY DISPOSAL RECORDS —Documenting disposal of inventoried property | PM | DO |
| FACILITY OPERATIONS-PROPERTY MANAGEMENT SEQUENTIAL NUMBER LOGS —Property logs | US+3 yr | DO, SB, DM |
| FACILITY OPERATIONS-SECURITY ACCESS RECORDS —Documents the issuance of keys, identification cards, passes, passwords, etc. | AC+2 yr AC=Until superseded, date of expiration or date of termination, whichever is sooner | DO, SB, DM |
| FACILITY OPERATIONS-SURPLUS PROPERTY SALE REPORTS | PM | DO, DM |
| FACILITY OPERATIONS-UTILITY USAGE REPORTS | 1 yr | DO, DM |
| FACILITY OPERATIONS-VEHICLE OPERATION LOGS | 1 yr | DO, DT |
| FISCAL-ACCOUNTS PAYABLE/RECEIVABLE LEDGERS | FE+3 yr | DO, SB |
| FISCAL-ANNUAL FINANCIAL REPORTS | PM | DO, SB, DM, DT |

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| RECORDS DESCRIPTION | RETENTION PERIOD | |
| FISCAL-ANNUAL OPERATING BUDGETS | FE+3 yr | DO, SB, DM, DT |
| FISCAL-APPROPRIATION REQUESTS —Includes any supporting documentation in the appropriation request | FE+3 yr | DO, SB, DM, DT |
| FISCAL-FINAL AUDIT REPORTS | PM | DO, SB |
| FISCAL-BANK STATEMENTS | FE+3 yr | DO, SB |
| FISCAL-CANCELLED CHECKS —Stubs/Warrants/Drafts | FE+3 yr | DO, SB |
| FISCAL-CAPITAL ASSET RECORDS | LA+3 yr | DO, SB, DM, DT |
| FISCAL-CASH RECORDS —Cash deposit slips; cash receipts log | FE+3 yr | DO, SB |
| FISCAL-DEEDS AND EASEMENTS —Proof of ownership and right-of-way on property | PM | DO |
| FISCAL-detail chart of accounts —One for all accounts in use for a fiscal year | FE+3 yr | DO, SB |
| FISCAL-EXPENDITURE JOURNAL OR REGISTER | FE+3 yr | DO, SB |
| FISCAL-EXPENDITURE VOUCHERS —Travel, payroll, etc. | FE+3 yr | DO, SB, DM, DT |
| FISCAL-EXTERNAL REPORTS —Special purpose, i.e. federal financial reports, salary reports, etc. | FE+3 yr | DO, SB, DM, DT |
| FISCAL-FEDERAL TAX RECORDS —Includes FICA records | AC+4 yr AC=Tax due date, date the claim is filed, or date tax is paid whichever is later | DO |
| FISCAL-FEDERAL FUNDING RECORDS —Title I; Chapter 2; Title VI-B | FE+5 yr Or until all pending audits or reviews are completed | DO |
| FISCAL—FEDERAL—USDA | AC+3 yr AC=submission of final expenditure | DO |
| FISCAL-GENERAL LEDGERS; GENERAL JOURNAL VOUCHERS | FE+3 yr | DO, SB |
| FISCAL-GRANTS —State and Federal | AC+3 yr AC=End of grant or satisfaction of all uniform administrative requirements for the grant CAUTION: Retention requirements may vary depending on the specific federal funding agency | DO, SB |

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| RECORDS DESCRIPTION | RETENTION PERIOD | |
| FISCAL-INSURANCE CLAIM FILES | AC+3 yr AC=Resolution of claim | DO |
| FISCAL-INSURANCE POLICIES —all types | AC+5 yr AC=expiration or termination of policy according to its terms | DO |
| FISCAL-LONG-TERM LIABILITY RECORDS —Bonds, etc | AC+4 yr AC=retirement of debt | DO |
| FISCAL-RECEIPTS JOURNAL OR REGISTER | FE+3 yr | DO, SB, DM, DT |
| FISCAL-RECONCILIATIONS | FE+3 yr | DO, SB |
| FISCAL-REIMBURSABLE ACTIVITIES —Requests & approval for reimbursed expenses for travel, training, etc. | FE+3 yr | DO, SB |
| FISCAL-RETURNED CHECKS —Uncollectable warrants or drafts | AC+3 yr AC=After deemed uncollectible | DO, SB |
| FISCAL-SIGNATURE AUTHORIZATIONS —Records authorizing an employee to initiate financial transactions for agency. Also, spending authority limits | US+FE+3 yr | DO |
| LEGAL-LITIGATION FILES-- | PM CAUTION: May contain attorney-client privileged information | DO, SB, DM, DT |
| LEGAL-OPEN RECORDS REQUESTS —documentation relating to approved or denied requests for records under Idaho Public Records Law | PM | DO |
| LEGAL-OPINIONS AND ADVICE —Does not include legal opinions or advice rendered on a matter in litigation or with regard to pending litigation | PM CAUTION: May contain attorney-client privileged information | DO, SB |
| NEWS OR PRESS RELEASES | PM | DO, SB |
| PERSONNEL-ACCUMULATED LEAVE ADJUSTMENT REQUEST —Used to create and adjust employee leave balances | FE+35 yr | DO, SB, DM, DT |
| PERSONNEL-APPLICATIONS FOR EMPLOYMENT—HIRED —Applications, etc required by employment advertisement | AC+5 yr AC=Termination of employment | DO, SB, DM, DT |
| PERSONNEL-APPLICATIONS FOR EMPLOYMENT—NOT HIRED —Applications, resumes, etc. required by employment advertisement | AC+2 yr AC=Date position is filled | DO, SB, DM,DT |
| PERSONNEL-BENEFIT PLANS | US+15 yr | DO |

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| RECORDS DESCRIPTION | RETENTION PERIOD | |
| PERSONNEL-COMPLAINT RECORDS —Complaints received and records documenting their resolution | FE+3 yr CAUTION: If a complaint becomes the subject of litigation, it is subject to a longer retention period | DO, SB, DM, DT |
| PERSONNEL-CORRECTIVE ACTION —those actions which do not affect pay, status or tenure and are imposed to correct or improve job performance | PMAC+3 yr AC=Termination of corrective action. CAUTION: If during the retention period these records are used to support personnel disciplinary action, the records should be retained according to Personnel Disciplinary Action series. | DO, SB, DM, DT |
| PERSONNEL-DISCIPLINARY ACTION DOCUMENTATION —those actions that affect pay or status. They include demotion, dismissal, etc. | PMAC+3 yr AC=termination of employment | DO, SB, DM, DT |
| PERSONNEL-EMPLOYEE STATEMENTS (Affidavits)—for insurance, personnel or other uses for which Administration has sought such statements | PMAC+3 yr AC=termination of employment | DO, SB, DM, DT |
| PERSONNEL-EMPLOYEE BENEFITS —documents relating to selection of benefits other than insurance | US+ 5 yr | DO, |
| PERSONNEL-EMPLOYEE COUNSELING RECORDS —Notes, etc. relating to job-specific counseling | PMAC+3 yr AC=termination of employment | DO, SB, DM, DT |
| PERSONNEL-EMPLOYEE DEDUCTION AUTHORIZATIONS —documents relating to all deductions of Pay | AC+53 yr AC=After termination of employee or after amendment, expiration or termination of authorization, whichever is sooner. | DO |
| PERSONNEL-EMPLOYEE EARNINGS RECORDS | PM4 yr | DO |
| PERSONNEL-EMPLOYEE INSURANCE RECORDS —District copy of selection records by employees of insurance offered by the District | US+ 5 yr | DO |
| PERSONNEL-EMPLOYEE RECOGNITION RECORDS —Awards, incentives, etc. | PMAC+3 yr AC=termination of employment | DO, SB, DM, DT |
| PERSONNEL-EMPLOYMENT ANNOUNCEMENT | 2 yr | DO |
| PERSONNEL-EMPLOYMENT CONTRACTS | Original dates of hire +50 yr | DO |

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| RECORDS DESCRIPTION | RETENTION PERIOD | |
| PERSONNEL-EMPLOYMENT ELIGIBILITY —Documentation or verification of Federal report form INS I-9 | PM AC+4 yr AC=Termination of employment, with a minimum of 4 years | DO |
| PERSONNEL-EMPLOYMENT SELECTION RECORDS —all records that document the selection process: i.e. polygraph, physicals, interview notes, etc. | 2 yr CAUTION: Does not include criminal history checks | DO, SB, DM, DT |
| PERSONNEL-FORMER EMPLOYEE VERIFICATION RECORDS —minimum information includes name, social security number, exact dates of employment and last known address | PM Original date of hire +50 yr | DO |
| PERSONNEL-GRIEVANCE RECORDS —review of employee grievances against policies and working conditions, etc. Includes record of actions taken. | PM AC+6 yr AC=final decision on the grievance | DO, SB, DM, DT |
| PERSONNEL-HIRING PROCESS—CRIMINAL HISTORY CHECKS —criminal history record information on job applications | PM AC+1 yr AC=After hiring decision made | DO |
| PERSONNEL-JOB PROCEDURE RECORD/JOB DESCRIPTION —any document detailing duties of positions on position-by-position basis | US +83 yr | DO, SB, DM, DT |
| PERSONNEL-LEAVE STATUS REPORT —cumulative report for each pay cycle showing leave status | FE +3 yr | DO |
| PERSONNEL-LIABILITY RELEASE FORM —statements of employees, patrons, etc. who have released the district from liability | PM | DO |
| PERSONNEL-LICENSE AND DRIVING RECORD CHECK | PM US | DO, DT |
| PERSONNEL-OVERTIME AUTHORIZATION & SCHEDULE | 52 yr | DO, SB, DM, DT |
| PERSONNEL-PAYROLL-DIRECT DEPOSIT APPLICATION/AUTHORIZATION | US +3 yr | DO |
| PERSONNEL-PAYROLL-INCOME ADJUSTMENT AUTHORIZATION ---used to adjust gross pay, FICA, retirement or compute taxes | US +3 yr | DO |
| PERSONNEL-PERFORMANCE EVALUATION | PM 2 yr | DO, SB, DM, DT |
| PERSONNEL-PERSI ENROLLMENT FILE | PM 6 yr from filing date | DO |
| PERSONNEL-PERSI RECORD OF HOURS WORKED —Irregular help, half-time or greater | Date of hire +50 yr | DO |
| PERSONNEL-PERSI TERMINATION RECORD | PM 6 yr | DO |

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| PERSONNEL -PERSONNEL INFORMATION—documents that officially change pay, titles, benefits, etc. | PM 2 yr | DO |
| PERSONNEL -POLICY AND PROCEDURES MANUAL—any manual, etc. that establishes standard employment procedures | PM | DO, SB, DM, DT |
| PERSONNEL -RESUME-UNSOLICITED | 1 yr | DO, SB, DM, DT |
| PERSONNEL -SICK LEAVE POOL DOCUMENTATION—requests submitted, approvals, number of hours transferred in an out, etc. | LA FE+3 yr | DO |
| PERSONNEL -TIME CARD AND TIME SHEET | PM 3 yr | DO, SB, DM, DT |
| PERSONNEL -TIME OFF AND/OR SICK LEAVE REQUEST | FE+3 yr | DO, SB, DM, DT |
| PERSONNEL -TRAINING AND EDUCATIONAL ACHIEVEMENT RECORD-INDIVIDUAL—records documenting training, testing or continued education | PM AC+3 yr AC=Termination of employment | DO, SB, DM, DT |
| PERSONNEL -UNEMPLOYMENT CLAIM RECORD | 5 3 yr | DO |
| PERSONNEL -UNEMPLOYMENT COMPENSATION RECORDS | AC+53 yr | DO |
| PERSONNEL -W-2 & W-4 FORMS | 5 yr from date of termination | DO |
| PERSONNEL —WORKER’S COMPENSATION POLICIES | AC+10 yr AC=expiration of policy | DO |
| PROCUREMENT -PERFORMANCE BOND—bonds posted by individuals or entities under contract with District | PM | DO |
| PROCUREMENT -PURCHASING LOG—Log, etc. providing a record of purchase orders issued, orders received, etc. | FE+3 yr | DO, SB, DM, DT |
| PROCUREMENT -BID DOCUMENTATION—includes bid requisition/authorizations, invitation to bid, bid specifications, and evaluations | FE+3 yr CAUTION: If a formal written contract is the result of a bid, etc., the bid and its supporting documentation must be retained for the same period as the contract. | DO, DM, DT |
| RECORDS MANAGEMENT —RECORDS RETENTION SCHEDULE; DISPOSITION LOG (listing records destroyed or transferred); CONTROL MATERIALS (indexes, card files, etc.); DESTRUCTION APPROVAL SIGN-OFFS | PM | DO, SB, DM, DT |

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| RECORDS DESCRIPTION | RETENTION PERIOD | |
| SAFETY-ACCIDENT REPORTS | 8 yrs* For Minors, 8 yrs after minor reaches age of 18 | DO, SB, DM, DT |
| SAFETY-DISASTER PREPAREDNESS AND RECOVERY PLANS | PM | DO, SB, DM, DT |
| SAFETY-EVACUATION PLANS | PM | DO, SB |
| SAFETY-FIRE ORDERS —issued by fire marshal to correct deficiencies in compliance with the fire code | AC+3 yr AC=deficiency corrected | DO, SB, DM |
| SAFETY-HAZARDOUS MATERIALS DISPOSAL RECORDS —Material safety data sheets must be kept for those chemicals currently in use that are affected by the Hazard Communication Standard in accordance with 29 CFR § 1910.1200(g). | PM | DO, DM |
| SAFETY-INCIDENT REPORTS —Reports concerning incidents which, upon investigation, were of a non-criminal nature | 3 yr (or 30 yr*) *Exposure records require 30 year retention per 29 CFR § 1910.1020(d)(ii)(B)Footnote(1) | DO, SB, DM, DT |
| SAFETY-INSPECTION RECORDS —Fire, safety, and other inspection records of facilities and equipment | AC+3 yr AC=Date of the correction of the deficiency, if the inspection report reveals a deficiency. | DO, SB, DM |
| SAFETY-MATERIAL DATA SAFETY SHEETS | 30 yrs after the end of use of the substance | DO, DM |
| SAFETY-WORKPLACE CHEMICAL LISTS | 30 yr | DO, SB, DM |
| STUDENTS-EDUCATION RECORDS —Student’s name, birth date, last address, dates of attendance, graduation date and grades earned | PM | DO, SB |
| STUDENTS-SPECIAL EDUCATION RECORDS —educational records, including eligibility documentation and IEPs | FE+6 yr | DO, SB |
| STUDENTS-MEDICAID RECORDS -claims, reimbursements, and supporting documentation | FE +5 yr | DO, SB |
| VEHICLE-INSPECTION, REPAIR AND MAINTENANCE RECORDS | LA+1 yr | DO, DT |
| VEHICLE-TITLE AND REGISTRATION | 1 yr | DO, DT |
| VOLUNTEER RECORDS —records may include recruitment and selection records, volunteer personnel and intern personnel information forms, intern agreements, volunteer and intern time records, emergency notification forms, insurance documentation and correspondence | AC+3 yr AC=End of term of volunteer or intern | DO, SB |

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| RECORDS DESCRIPTION | RETENTION PERIOD | |
| WEBSITE/WEB PAGES — INTERNET/INTRANET—system development documentation for initial setup; subsequent changes and content of pages | PM | DO, SB |

In the event that District records do not correspond to any of the above listed categories, the Superintendent will determine the period of retention for a particular record.

Legal References: I.C. § 33-407 Return of Canvass of Elections
 I.C. § 33-508 Duties of Clerk
 I.C. § 33-701(8) Fiscal Year—Payment and Accounting of Funds
 I.C. § 56-209h Administrative Remedies
 I.C. § 74-119 Agency Guidelines
 SDE Idaho Special Education Manual Revised 2009, Chapter 11, Section E
 SDE Administrator’s Handbook 1.43
 Federal Regulation
 Idaho Records Management Guide, August, 2013

Policy History:
 Adopted on:
 Revised on:

MISSION:

The Board recognizes that:

The schools belong to the community and that the maximum use of these facilities for the good of all is desirable.

The interest of all taxpayers must be safe-guarded and that school facilities may not be indiscriminately rented for particular uses of special groups except under well planned regulations and rental schedules.

The community has a capital investment in school buildings and facilities; therefore, the Board believes such facilities should be used for legitimate community purposes by responsible organizations, associations, and civic groups for educational, cultural, civic, and recreational purposes outside school hours, when such use will not conflict with or handicap the school program.

PROCEDURE:

1. The school district facilities that may be rented under these policies include:
 - a. Auditoriums, small
 - b. Auditorium
 - c. Athletic Stadiums
 - d. Cafeteria
 - e. Classrooms
 - f. Gymnasiums
 - g. Miscellaneous
 - h. Computer Labs
2. The availability of facilities shall be determined by the Superintendent of Schools and the Principal of the school involved. In all instances, the use of facilities by the school will come first.
3. Groups who use the facilities must provide adequate supervision for participants and spectators. A deposit in the amount of one-half (½) the projected use fee (\$100 minimum) will be required prior to rental of the facility. A \$35.00 scheduling fee (part of the deposit) is non-refundable. At the conclusion of the use, a reconciliation of fees will be made and additional charges (e.g. extra cleaning, damage) will be assessed to the renter. Physical damage done to school property by renting groups shall be paid for or replaced by renting groups to the satisfaction of the school district. All groups must provide a liability and property damage “Certificate of Insurance” in the amount of \$1,000,000, naming the Twin Falls School District as an additional insured. Certificate must be received prior to the date of the event or effective rental date.
4. The fees collected for the rental of school property shall be paid to the Treasurer, Twin Falls School District No. 411, 201 Main Avenue West, Twin Falls, Idaho 83301.

Questions about the school facility use are to be directed to the Business Department of the School District.

5. The district will have a custodian on duty during the times that school facilities are being used. The cost for custodial staff is included in the rental charge during normal business hours. If the facility is used past normal business hours a \$15.00 per hour after hour fee will be charged and added to the rental fee. If excess cleaning is required you will be charged \$15.00 per hour per custodian. Use of kitchen facilities will require approval by the School Lunch Supervisor and a \$15.00 per hour per person fee will be charged for kitchen staff.
6. The Twin Falls School District has leased the concession stands to a lessee. In accordance with the lease agreement the lessee has the first right of refusal to operate the concession stands in all circumstances. If the renter desires to operate the concession stand, they must negotiate with the “lessee” and the school administration for said use.
7. The Superintendent may meet with other public agencies to review facility usage. Interagency agreements, e.g. City/School District, School District/C.S.I., etc. - may exchange use of facilities at no cost to either party rental cost. Any additional expenses, e.g. extended custodial hours, student assistants, technicians, repairs, or other additional out of pocket costs will be assessed and charged to the appropriate agency or organization. Examples of interagency agreements include: City youth and adult programs, law enforcement agency training and other government agency educational use. Any cost incurred outside the regular custodial workday will be agreed upon by the parties involved and assessed to the appropriate agency or organization.
8. No smoking or alcoholic beverages are allowed on any school property.
9. No fee will be charged for in-service programs which are offered exclusively for employees of the district. For the in-service, seminar, or class to qualify it must be approved by the instruction committee.
10. Facilities will be used strictly for those purposes for which they were designed. No automobile shows, animal show/games, home & energy fairs or similar types of activities will be allowed in gymnasiums.
11. Libraries will not be rented for public use.
12. Rentals will generally not be available during the summer months because of summer maintenance.
13. Facilities will not be rented on holidays, e.g., Thanksgiving, Christmas, New Year’s Day and Easter or any other holiday when TFSD employees do not work.
14. Appeals concerning rental use must be made in writing to the Board of Trustees.
15. **HARDWARE:** Hardware provided in computer lab:

Current Technology Computers (exact specifications provided upon request).
Electronic Whiteboard and Projector attached to Teacher Computer.
Black & White Laser Printer @ \$.10/page.

There are no telephone lines available to connect a laptop or other equipment with a modem.

Renter may not modify hardware configurations of school district systems under any circumstances. This includes, but is not limited to, changing or adding additional drives (hard drives, CD-ROMs, etc.), Expansion Cards, RAM, USB devices, or Input Devices.

Absolutely no food or beverages are allowed in the computer lab.

If equipment is damaged beyond normal wear or equipment is missing following event, cost for repair and/or replacement will be billed to the renter. The renter is responsible to inspect all equipment and report any pre-existing damage prior to use.

16. SOFTWARE: Software provided on computers:

- Windows XP Pro SP1 or greater
 - Internet Explorer 6 or greater
 - Windows Media Player 8 or greater
- Office XP Pro or greater
- McAfee Virus Scan

Renter may request additional software. If the school district does not have licensing for the software, then the software requested must be provided by the renter and received at least three weeks prior to event in CD-ROM format and with proof of licensing. Software may be sent to the Computer Lab Rental Manager at 201 Main Avenue West, Twin Falls, ID 83301. This software will be checked for basic compatibility with the school district environment and must not cause excessive computer, network, server, or Internet load. The software media and license will remain the property of the renter, but the school district is not responsible for lost or damaged media. If the software is approved for use, school district personnel will deploy the software in the lab. If the software is rejected, the renter will be notified at least seven days prior to the scheduled event. Renter is not allowed to install software on computer lab equipment. Violation of the policy may result in penalty billing. Software requests are handled on a per-use basis. If the same software is requested for a future event, the fees still apply. See Service & Support for cost of additional software installation.

17. Services & Support: Internet access will be provided over a shared frame relay line using network address translation (no static Internet IP addresses). The school district uses only reliable service providers with excellent service legal agreements, yet the school district cannot be responsible for Internet failures or bandwidth congestion beyond school district facilities. Any problems that arise as a result of Internet access issues outside of the school district demarcation point will not result in a refund or discount of the rental fee.

Training in the use of software is not provided. Renter must provide person(s) who are knowledgeable in software use. Hardware and software issues related to unforeseen system failure or acts of God will be resolved in a timely manner by an on-call technician. If internal network systems are unavailable from one hour to 40% of the reservation time, the renter will receive a 50% refund. If these services are unavailable for more than 40% for the reservation time, the renter will receive a 100% refund. If additional software has been installed, the software installation fee will be forfeited by the renter. Any problems that arise as a direct result of a renter initiated issue will not result in a refund or discount of the rental fee.

18. **TECHNICIAN RATES:** All daily lab rental rates include 2 hours technician time for lab setup and re-setup. Additional technician time will be billed at \$50 per hour. In addition, there will be a \$50 per hour fee for 2 hours technician time per custom software package installation.
19. The district will not charge a fee for the use of any facility for a funeral of a current employee or a currently enrolled student. A "Certificate of Insurance" providing for liability and property damage in the amount of \$1,000,000, naming the Twin Falls School District as an additional insurer, will still be required and a no-charge contract will need to be signed with the TFSD business office.
20. Traveling athletic teams from other Idaho schools shall be allowed to use district athletic fields or gymnasiums for practice or sleeping accommodations with superintendent and principal approval with no charge. Insurance and faculty use agreement will be required.
21. Facility use requested to be used by the Idaho High School Activities Association (IHSAA) for tournament or play-in games will not be charged for the use of the facilities. Insurance will be required. A faculty use agreement is required.
22. Twin Falls School District seniors are allowed to use facilities for the completion of their senior project without charge. Students will have to have an advisor present during the entire time they are using the facility. A student activity form will need to be filled out. There is no fee and no insurance is required.
23. This policy may be waived by the Board of Trustees.
24. No weapons shall be permitted on school property (concealed or open carry) other than by law enforcement pursuant to applicable statute, or the very limited exceptions identified in state and/or federal law, unless written pre-authorization is obtained by the District. This prohibition shall include security personnel for such event, which requires District approval for presence and possession of a weapon.
25. The District retains sole discretion to revoke authorization for rental/use of School District facilities or to deny approval of rental/use of School District facilities as the District believes are appropriate.

CLASSIFICATION OF GROUPS/PRIORITIES FOR USE

1. School Related: Activities directly related to school, i.e., staff in-service meetings/training, student body assemblies, pep rallies, student body elections, school sponsored clubs, plays, athletic or music events, Boosters, P.T.A./P.T.O. functions and district athletic organizations.

FEES: No fee charged
Student Activity Form: Required

2. Joint Use Facility Agreements: Interagency agreements, e.g. City/School District, School District/C.S.I. including but not limited to city youth and adult programs, law enforcement agency training, National Guard, firefighters, State Department of Education and other government agency who use facilities.

FEES: No fee charged
Insurance: Required
Facility Use Agreement: Required

3. Not-For-Profit organizations providing services to students residing or enrolled in Twin Falls School District schools, within the school district boundaries and if they have a school district employee advisor: scouting groups, athletic clubs/organizations, or similar groups who use facilities for community or scholarship use.

FEES: No fee charged
Insurance: Required
Facility Use Agreement: Required

4. Not-For-Profit organizations providing services to students residing or enrolled in Twin Falls School District schools within the school district boundaries that does not have a school district advisor: scouting groups, Y.M.C.A., Civic/Service groups, or similar groups who use facilities for community or scholarship use.

FEES: See Fee Schedule 1.
Insurance: Required
Facility Use Agreement: Required

5. Non-school groups will be permitted to co-sponsor an activity with a school group providing the school district receives revenues to cover expenses AND that the school group receives at least 50% of the net revenue from the event. In these situations, a certificate of liability insurance will be required, and a contract must be completed.

FEES: See Fee Schedule 1.
Insurance: Required
Facility Use Agreement: Required

6. Not-For-Profit organizations providing services to students residing outside the school district boundaries: scouting groups, Y.M.C.A., Civic/Service groups, Special Olympics, or similar groups who use facilities for community or scholarship use.

FEES: See Fee Schedule 2.
Insurance: Required
Facility Use Agreement: Required

7. Commercial groups, private party functions, political rallies or promotions by organizations and/or individuals for profit-making or fund raising or when using buildings as a rental facility. Private party functions such as wedding receptions, family reunions, funerals, etc.

FEES: See Fee Schedule 2
Insurance: Required
Facility Use Agreement: Required

RATES:

1. Rates are based on the individual rate schedules in Procedure 9850P. The rates include amounts for custodial service and special/technical technicians. For larger groups or multiple facility use, a \$15.00 fee per hour per person for additional staff will be required; such as extra custodians, kitchen staff, etc. Additional technical staff requirements will be charged at \$12.00 per staff per hour for follow-spot operators and \$10.00 per person per hour for stage hands. There will be an additional charge of \$40.00 per hour if a TFSD technician is required to work more than 8 hours a day. These fees are in addition to those in this policy's rate schedule.
2. Auditorium rehearsal/setup will be charged at 50% of base rate. Rehearsals cannot go beyond 10:00 P.M. Those not exiting the facility by 10:00 P.M. will be charged an additional \$50.00 per hour.
3. Special setup fees such as table and/or chair setup, portable stage, orchestra pit or other special arrangements will be assessed at \$15.00 per hour per person. Any equipment fees will be determined by the school administrator where the rental is located.
4. A \$100.00 fee will be assessed for use of the lights at the High School Stadiums.
5. Extended use for not-for-profit groups (Group #2):
 - 1-5 days will be at the listed rates
 - 6-10 days will be provided a 30% discount
 - 11-25 days will be provided a 50% discount
 - 26 or more days will be provided a 70% discount

Extended use discount fees will only apply during the regular custodial hours. After 10 p.m. custodial fees of \$15.00 per hour will be charged. Fees will also include the time necessary to clean the facility.

Group #3 will not be provided discount rates.

6. School rental fees will be based upon the number of hours the facility is used, and will be assessed to cover the period from the time the building is opened to the renter, to the time all members of the renting party have left the facility, including the time required to clean the facility.

FORMS:

Facility Use Agreement approval is required at least five (5) working days prior to the event.



LEGAL REFERENCE:

Idaho Code Sections
33-601

ADOPTED: 12/08/08

Approved 6/13/95
TFSD

AMENDED:

Amended 11/14/95
Amended 4/9/96
Amended 5-13-97
Amended 2-6-01
Amended 4-8-02
Amended 11-11-02
Amended 11-10-03
Amended 6-14-04
Amended 11-8-04
Amended 11-13-06
Amended 8-09-10
Amended 10-11-10
Amended 8-11-14
Amended 12-14-15
Amended 6-13-16

See also: 9850P

**Procedure 9850P
FEE SCHEDULE #1**

**TWIN FALLS SCHOOL DISTRICT FACILITIES RENTAL RATE
For SCHOOL DISTRICT NOT-FOR-PROFIT GROUPS**

| BUILDING | CLASSROOM | | AUDITORIUM | | GYMS | | STADIUMS | | MULTI-PURPOSE ROOM/ CAFETERIAS | | KITCHEN/ CAFETERIA Must Have Kitchen Staff | | COMPUTER LABS | |
|------------------------------|------------|--------|------------|---------|--------------------------------------|-------|----------|-------|--------------------------------|-------|--|-------|---------------|-------|
| | ELEMENTARY | HOUR | DAY* | HOUR | DAY | HOUR | DAY | HOUR | DAY | HOUR | DAY | HOUR | DAY | HOUR |
| Bickel | \$20 | \$130* | | | \$50 | \$225 | | | \$30 | \$135 | \$40 | \$180 | \$55 | \$310 |
| Harrison | \$20 | \$130* | | | \$50 | \$225 | | | \$30 | \$135 | \$40 | \$180 | \$55 | \$310 |
| Lincoln | \$20 | \$130* | | | \$50 | \$225 | | | \$30 | \$135 | \$40 | \$180 | \$55 | \$310 |
| Morningside | \$20 | \$130* | | | \$50 | \$225 | | | \$30 | \$135 | \$40 | \$180 | \$55 | \$310 |
| Oregon Trail | \$20 | \$130* | | | \$50 | \$225 | | | \$30 | \$135 | \$40 | \$180 | \$55 | \$310 |
| Perrine | \$20 | \$130* | | | \$50 | \$225 | | | \$40 | \$180 | \$50 | \$225 | \$55 | \$310 |
| Sawtooth | \$20 | \$130* | | | \$50 | \$225 | | | \$30 | \$135 | \$40 | \$180 | \$55 | \$310 |
| MIDDLE SCHOOLS | | | | | | | | | | | | | | |
| V.C. O'Leary | \$20 | \$130* | \$60 | \$270 | Sm. \$60 - \$270 Lg. \$80 - \$350 | | \$50 | \$225 | \$40 | \$180 | \$50 | \$225 | \$55 | \$310 |
| Robert Stuart | \$20 | \$130* | | | \$70 | \$300 | \$50 | \$225 | \$40 | \$180 | \$50 | \$225 | \$55 | \$310 |
| Secondary Home Ec/Comp Rooms | N/A | N/A | | | | | | | | | | | | |
| HIGH SCHOOLS | | | | | | | | | | | | | | |
| Twin Falls | \$20 | \$130* | \$100 | \$450** | Sm. \$70 - \$300 Lg. \$90 - \$400 | | \$80 | \$350 | \$40 | \$180 | \$50 | \$225 | \$55 | \$310 |
| Canyon Ridge | \$20 | \$130* | \$80 | \$360** | Lg. \$90 - \$400 | | \$80 | \$350 | \$40 | \$180 | \$50 | \$225 | \$55 | \$310 |

* 2 to 5 classrooms = \$40/day for each additional classroom up to five (5). NORMAL CUSTODIAL/TECHNICAL
 6 to 10 classrooms = \$30/day for each additional classroom up to ten (10). SERVICES INCLUDED IN BASE RATES.
 11 or more classrooms = \$20/day for each additional classroom.

FEE SCHEDULE #2

**TWIN FALLS SCHOOL DISTRICT FACILITIES RENTAL RATE
For COMMERCIAL GROUPS/PRIVATE PARTY/POLITICAL RALLIES/GOVERNMENT AGENCIES**

| BUILDING | CLASSROOM | | AUDITORIUM | | GYMS | | STADIUMS | | MULTI-PURPOSE ROOM/CAFETERIAS | | KITCHEN/CAFETERIA Must Have Kitchen Staff | | COMPUTER LABS | |
|------------------------------|-----------|--------|------------|---------|---------------------------------------|-------|----------|-------|-------------------------------|-------|--|-------|---------------|-------|
| | HOUR | DAY* | HOUR | DAY | HOUR | DAY | HOUR | DAY | HOUR | DAY | HOUR | DAY | HOUR | DAY |
| Bickel | \$25 | \$150* | | | \$70 | \$300 | | | \$40 | \$180 | \$50 | \$225 | \$80 | \$450 |
| Harrison | \$25 | \$150* | | | \$70 | \$300 | | | \$40 | \$180 | \$50 | \$225 | \$80 | \$450 |
| Lincoln | \$25 | \$150* | | | \$70 | \$300 | | | \$40 | \$180 | \$50 | \$225 | \$80 | \$450 |
| Morningside | \$25 | \$150* | | | \$70 | \$300 | | | \$40 | \$180 | \$50 | \$225 | \$80 | \$450 |
| Oregon Trail | \$25 | \$150* | | | \$70 | \$300 | | | \$40 | \$180 | \$50 | \$225 | \$80 | \$450 |
| Perrine | \$25 | \$150* | | | \$70 | \$300 | | | \$50 | \$200 | \$60 | \$270 | \$80 | \$450 |
| Sawtooth | \$25 | \$150* | | | \$70 | \$300 | | | \$40 | \$180 | \$50 | \$225 | \$80 | \$450 |
| MIDDLE SCHOOLS | | | | | | | | | | | | | | |
| V.C. O'Leary | \$25 | \$150* | \$100 | \$450 | Sm. \$80 - \$350 Lg. \$100 - \$450 | | \$70 | \$300 | \$50 | \$200 | \$60 | \$270 | \$80 | \$450 |
| Robert Stuart | \$25 | \$150* | | | \$90 | \$400 | \$70 | \$300 | \$50 | \$200 | \$60 | \$270 | \$80 | \$450 |
| Secondary Home Ec/Comp Rooms | N/A | N/A | | | | | | | | | | | | |
| HIGH SCHOOLS | | | | | | | | | | | | | | |
| Twin Falls | \$25 | \$150* | \$140 | \$630** | Sm. \$90 - \$400 Lg. \$110 - \$500 | | \$100 | \$450 | \$50 | \$200 | \$60 | \$270 | \$80 | \$450 |
| Canyon Ridge | \$25 | \$150* | \$120 | \$540** | Lg. \$110 - \$500 | | \$100 | \$450 | \$50 | \$200 | \$60 | \$270 | \$80 | \$450 |

* 2 to 5 classrooms = \$50/day for each additional classroom up to five (5). NORMAL CUSTODIAL/TECHNICAL
 6 to 10 classrooms = \$40/day for each additional classroom up to ten (10). SERVICES INCLUDED IN BASE RATES.
 11 or more classrooms = \$30/day for each additional classroom.

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

FACILITIES USE AGREEMENT

THIS AGREEMENT, made and entered into by and between the Twin Falls School District No. 411 hereinafter called the "Owner", and

Name _____ Address _____

City _____ State _____ Zip _____ Telephone _____

Hereinafter called "Permittee".

It is understood and agreed as follows: The permittee is hereby granted permission to use Twin Falls School District No. 411 facilities according to the following schedule and in consideration of the following charges:

FACILITY

BUILDING

DAY AND TIME-OF-DAY FACILITY IS TO BE USED

PURPOSE *(If the use is for a speech or presentation, please identify the speaker and the subject matter to be addressed.)*

CHARGES

ADDITIONAL REQUESTS

ARE THERE ANY PARTICULAR SECURITY OR SAFETY CONCERNS THAT RELATE TO THIS USE?

Will admission be charged: Yes _____ No _____ Estimated number of people: _____

Name and address of Liability Insurance carrier

The Permittee agrees that for and in consideration of the use of said premises Permittee will in addition to payment as above outlined:

1. Occupy said premises only as outlined in the agreement.
2. Provide necessary crowd supervision and control, detailed to and pre-approved by the District.
3. Be responsible for any loss of or damage to any loss of its property or its patrons during the event and time period hereinbefore set out.
4. Reimburse the owner for damages to facilities, equipment, and furnishings of the Owner, directly or indirectly attributable to the Permittee on account of the use for which this agreement is made.
5. Indemnify and forever hold harmless the Owner as per attached Building and Facilities waiver of Liability and Indemnity Agreement and identify the District as an additional insured on any applicable policies of insurance.
6. A deposit of one-half (2) the use fee (\$100 minimum) will be required.
7. Should any safety or security risks arise, such must be immediately communicated to the District, in
8. No weapons (concealed or open carry) are permitted upon school property unless pre-approved in writing by the District or permitted via the very limited exceptions identified in state and/or federal statute, including the requirement of security and crowd supervision which requires pre-approval by the District. Law enforcement is permitted to carry weapons upon school property as provided by Idaho law.
9. It is mutually agreed between the Owner and the Permittee that either party may terminate this agreement upon a twenty-four (24) hour notice. If the District terminates the agreement and revokes use/rental of a district facility, the District shall bear no liability for any cost, fee or loss incurred by the renting party

associated with termination of the Agreement or the denial or revocation of use/rental of a District facility. In such situation, the District's sole liability to the renting/using party shall be limited to a return of any deposit paid to the District pursuant to the use/rental agreement, District Rental/Use of School District Facilities Policy or any other such associated agreement.

IN WITNESS WHEREOF, the parties hereby have set their hands and seals on this ____ day of _____, 20 ____.

PERMITTEE:

(Name of Organization)

Twin Falls School District No. 411

BY: _____
(Signature of Officer Responsible)

BY: _____
(School District Official)

**CONTRACT FOR USE OF SCHOOL DISTRICT NO. 411
BUILDINGS AND FACILITIES WAIVER OF
LIABILITY AND INDEMNITY AGREEMENT**
**READ THIS DOCUMENT CAREFULLY - BY SIGNING THIS AGREEMENT, YOU GIVE UP CERTAIN
RIGHTS AND ASSUME CERTAIN RESPONSIBILITIES**

In addition to the previously entered Facilities Use Agreement, I, _____, an agent or officer, acting for and on behalf of

_____, for and in consideration of the use of the facilities of School District No. 411, located at _____, do by this document
(address of building or facility)

agree, on behalf of myself and the organization which I represent, to indemnify and hold harmless any employee, officer, servant, or agent of School District No. 411, including elected or appointed officials, and persons acting on behalf of School District No. 411 in any official capacity, temporarily or permanently in the service of School District No. 411, whether with or without compensation, from any and all manner of action or actions, cause of causes of action, suits, injuries, or any other claim or demands arising out of the use of any facility of School District No. 411.

THE UNDERSIGNED FURTHER AGREES

1. To indemnify and hold harmless School District No. 411, its agents, employees, and assigns from all manner, action or actions, cause or causes of action suits, injuries or any other claims or demands that may arise from any act of omission by an employee, agent, representative or any person acting for or on behalf of said School District concerning any claim, cause of action, suit, injury or damage arising out of the organization's use of the facilities of said School District.
2. The undersigned must have minimum liability insurance coverage of \$1,000,000 per occurrence and must identify the District as an additional insured under any applicable policy of insurance.
3. Neither the undersigned or the organization which it represents shall be entitled to contribution or indemnification, or reimbursement for legal fees and/or expenses from the School District for any action, cause, suit, claims or demands brought against the organization arising out of the use of the facilities of the School District.
4. To immediately notify the School District of any conduct of circumstances which bring about an injury to persons or tangible property, describing the injury or damage to tangible property, stating the time and place the injury or damage to tangible property, stating the time and place the injury or damage which occurred, and stating the names of all persons involved.
5. To reimburse the School District for any damages or losses caused by the organization's use of school facilities, and agrees to promptly pay for said damages.
6. To obtain an individual waiver of liability from each participant of any program that involves the use of any facility of the School District if said waiver of liability is required by the School District.
7. In the event the School District shall be required to initiate legal action to enforce any and all terms of this agreement, the undersigned, on behalf of its organization, agrees to reimburse the School District for all legal expenses and costs reasonably incurred.
8. This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification of discharge is sought.
9. This agreement shall be governed by the laws of the State of Idaho.
10. In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this agreement.
11. To abide by the terms and provisions of the District's Policy regarding Rental/Use of School District Facilities, see entire policy summarized above at <http://www.tfsd.org/YourDistrict/DistrictPolicy/tabid/181/Default.aspx> as well as the previously entered Facilities Use Agreement.

This agreement shall be binding on the heirs, personal representatives, successors, and assigns of the parties to this agreement.

Dated this _____ day of _____, 20 ____, at _____, Idaho.

School District Official

Signature of Officer Responsible

~~This policy sets forth the procedure for annexing territory that currently forms part of another school district, but is not contiguous to its present school district. Either the board or one fourth (1/4) or more of the school district electors may petition the state board of education in writing for annexation of property that meets these criteria:~~

- ~~1. — The territory must be not more than fifty (50) square miles;~~
- ~~2. — The territory must contain no schoolhouse or facility necessary for the operation of a school district;~~
- ~~3. — The territory must be contiguous to the district petitioning for annexation.~~

PETITION REQUIREMENTS

~~One copy of the petition to annex territory will be sent to (1) the board of trustees of the district from which the area is proposed to be excised, and (2) the board of trustees of the district to which the area is proposed to be annexed. The petition will contain the following:~~

- ~~1. — The names and addresses of the petitioners;~~
- ~~2. — A legal description of the area proposed to be excised from one district and annexed to another contiguous district, prepared by a licensed attorney, licensed professional land surveyor, or licensed professional engineer professionally trained and experienced in legal descriptions and real property;~~
- ~~3. — Maps showing the boundaries of the districts as they presently appear and as they would appear should the excision and annexation be approved;~~
- ~~4. — The names of the school districts from and to which the area is proposed to be excised and annexed;~~
- ~~5. — A description of reasons for which the petition is being submitted; and~~
- ~~6. — An estimate of the number of children residing in the area described in the petition.~~

~~The board of trustees of each school district will submit the petition, with recommendations, to the state board of education no later than ten (10) days after its first regular meeting held subsequent to receipt of the petition.~~

STATE BOARD OF EDUCATION REVIEW

~~Approval or disapproval of the petition will be made in writing to each school district named in the petition. The state board of education will approve the petition, provided:~~

- ~~1. The excision and annexation is in the best interests of the children residing in the area described in the petition; and~~
- ~~2. The excision of the territory, as proposed, would not leave a school district with a bonded debt in excess of the limit then prescribed by law.~~

ELECTION TO ACCEPT TO REJECT ANNEXATION

~~If the state board of education approves the proposal for annexation, the proposal will be submitted to the qualified electors of a school district residing in the area described in the petition within sixty (60) days. The phrase “qualified electors” means only those individuals who both reside in the area to be excised and annexed, as described in the petition, and are eligible to vote in a school district’s bond elections. The election will be held in a manner provided in Idaho Code Section 33-401, *et seq.*~~

~~Qualified electors will be asked to vote on the following two issues:~~

- ~~1. The question of whether the area described in the petition shall be excised from school district number () and annexed to contiguous school district number (); and~~
- ~~2. The question of assumption of the appropriate proportion of any bonded debt, and the interest thereon, of the proposed annexing school.~~

~~The proposal will pass and be approved if a majority of qualified electors who vote in the election vote in favor of excision and annexation, and if two thirds (2/3) of the qualified electors who vote in the election approve the assumption of bonded debt and interest.~~

~~If the proposal is approved in the manner described above, the state board of education will make an appropriate order for the boundaries of the affected school districts to be altered, and the legal descriptions of the school districts will be corrected.~~

~~Legal Reference: I.C. § 33-308
I.C. § 33-401, *et seq.*
Article VIII, Section 3, Idaho Constitution~~

Policy History:

~~Adopted on: 12-08-08~~

~~EMT-2010~~

~~Revised on: 01-10-11~~

~~08-11-14~~

Note: The statutory change that occurred to Idaho Code Section 33-308, as set forth in this policy, may have some unresolved constitutional issues, since the only persons voting on the issue of annexation are the qualified voters residing in the proposed area to be annexed. Previously, the statute provided that residents in both districts voted on the annexation issue.

However, a judge in the First Judicial District for Idaho recently ruled that the state board of education's statutory authority to unilaterally annex property from one district to another did not violate the Idaho Constitution. The court noted that "the mere fact of an increase in the tax rate for property remaining in a taxing district because of the removal from the tax rolls of other property therein does not unfailingly equate to a constitutional violation."—*St. Maries Joint School District No. 41 v. Idaho State Tax Commission* (June 4, 1998).

When considered advantageous, and upon recommendation of the superintendent and the building and grounds supervisor, the district may enter into maintenance or service contracts covering such areas as heat control systems, computer systems, office machines, etc.



LEGAL REFERENCE:

Idaho Code Section 33-506

ADOPTED: 12/08/08

EMT 1999

REVISED: 8/11/14

The board of trustees authorizes the use of closed circuit video cameras on school premises to ensure the health, safety, and well being of all staff, students, and visitors, and to safeguard district facilities and property. Video cameras may be used in common areas as determined to be appropriate by the superintendent. "Common areas" means those locations to which students, employees and/or visitors have access and there is not an expectation of privacy, such as but not limited to parking lots, hallways, gymnasiums, auditoriums, and buses.

The district shall notify staff and students that video surveillance may occur on school premises. Notice of the existence of video surveillance cameras will be posted at the entrance to any school building where such cameras may be in use.

Surveillance video recordings may be used to determine if staff, students, or visitors have violated board policies, administrative directives, building rules, or laws. Staff, students, or visitors may be subject to disciplinary action and/or referred to law enforcement regarding conduct observed by viewing surveillance recordings.

The administration is authorized to determine the frequency that surveillance recordings will be regularly reviewed as well as the placement and focus point of all cameras.

Surveillance cameras will not be used as part of a teacher evaluation, without teacher consent.

Video recordings may, at the discretion of the superintendent, be made a part of a student's educational record or a part of a staff member's personnel record. Disclosure of student educational records is pursuant to the Family Educational Rights and Privacy Act. Employee records are held confidential pursuant to Idaho Code Section 33-518. All recordings that are not made a part of the educational record or a part of the personnel record shall remain the property of the district, are public records under Idaho Code Section 9-337(11), and are subject to public disclosure.



LEGAL REFERENCE:

Idaho Code Section 33-518

The Family Educational Rights and Privacy Act of 1974

ADOPTED: 12/08/08

EMT-2006

REVISED: 8/11/14