

MEMORANDUM

To: Board of Trustees
Twin Falls School District 411

From: Eva Craner, Public Relations Director

Re: Policy Updates

Date: December 11, 2017

First Reading:

Administration recommended changes:

3440 Student Fees, Fines, Charges and Returns
3440P Fees
3520 Contagious or Infectious Diseases
4230 Distribution and Posting of Materials and Notices
5404 Bereavement Leave
9850 Rental Use of School District Facilities
9850P Rental Schedule and Agreement

ISBA Updates:

3060 Education of Homeless Children
6100 Superintendent
6400 School Administrators
7010 Equivalence in Instructional Staff and Materials
7400 Purchasing
7405 Public Works Contracting and Procurement
7407 Public Procurement of Goods and Services

Within the concept of free public education, the District shall provide an educational program for the students as free of costs as possible.

A student may be charged a reasonable fee for any course or activity not reasonably related to a recognized academic and educational goal of the District or for any course or activity held outside normal school functions. The Board or its designee may waive the fee in cases of financial hardship.

The Board delegates authority to the Superintendent to establish appropriate fees and procedures governing the collection of fees and to make annual reports to the Board regarding fee schedules. Fees may be required for the actual cost of breakage and for excessive supplies used in courses such as commercial, industrial arts, music, domestic science, science or agriculture.

A student shall be responsible for the cost of replacing materials or property that is are lost or damaged due to negligence. The District may require, as a condition of graduation, issuance of a diploma or certificate, or issuance of a transcript, that all indebtedness incurred by a student be satisfied, or that all books or other instructional material, uniforms, athletic equipment, advances on loans or other personal property of the District be returned.



Legal reference: I.C. § 33-603 Payment of fees or returning of property

Policy History:

Adopted on: 8/11/14

Revised on:

1. No fees will be charged for textbooks or workbooks for class use required by the school district.
2. No fees will be charged in metals classes, shop or vocational agriculture for the use of acetylene, oxygen, and there will be no fee for classes in electricity.
3. Students will be required to furnish paper and pencils and other items which are obtained on an individual basis.
4. Resale items such as lumber, metal, arts or crafts items, all of which are voluntarily selected by students, will be handled on an individual school basis.
5. Reasonable fees representing cost for duplicating and issuance will be charged after issuance of the first transcript of credits.
6. Students who by choice go beyond the requirements of any course will be charged for additional materials.
7. Students will be charged for extraordinary wear and tear, damage or breakage, or loss of school books and materials. No deposit, however, will be applied generally nor in advance. Building principals will judge this point to the best of their ability. In arriving at an assessment of damages, they will consider the age of the books or other items and endeavor to be reasonable in the charges.
8. For reasons of personal health and hygiene each student will be required to furnish his own clothing and towels for physical education and athletic purposes. ~~The school district will make towel service available for a moderate laundry and replacement fee.~~
9. For reasons of personal health and safety each student will normally furnish his own equipment in band and orchestra classes. In order to provide variety of instrumentation, limited numbers of instruments will be available for students' use under necessary regulations to assure health and safety.
10. While student locker service will be optional, locks and lockers will be supplied for a yearly maintenance fee. This is to replace locks that require continual upkeep.



Adopted on: 8/11/14
TFSD

The District is required to provide educational services to all school age children who reside within its boundaries. Attendance at school may be denied to any child diagnosed as having a contagious or infectious disease that could make the child's attendance harmful to the welfare of other students. In the instance of diseases causing suppressed immunity, attendance may be denied to a child with suppressed immunity in order to protect the welfare of the child with suppressed immunity when others in the school have an infectious disease which, although not normally life threatening, could be life threatening to the child with suppressed immunity.

The Board recognizes that communicable diseases that may afflict students range from common childhood diseases, acute and short-term in nature, to chronic, life-threatening diseases such as human immunodeficiency virus (HIV) infection. The District shall rely on the advice of the public health and medical communities in assessing the risk of transmission of various communicable diseases to determine how best to protect the health of both students and staff.

Management of common communicable diseases will be in accordance with Idaho Department of Health and Welfare guidelines and communicable diseases control rules. A student who exhibits symptoms of a communicable disease that is readily transmitted in the school setting may be temporarily excluded from school attendance.

Students who complain of illness at school may be referred to the school nurse or other responsible person designated by the Board and may be sent home as soon as the parent or person designated on the student's emergency medical authorization form has been notified.

The District reserves the right to require a statement from the student's primary care provider authorizing the student's return to school. In all proceedings related to this policy, the District shall respect the student's right to privacy.

When information is received by a staff member or volunteer that a student is afflicted with a serious communicable disease, the staff member or volunteer shall promptly notify the school nurse or other responsible person designated by the Board to determine appropriate measures to protect student and staff health and safety. The school nurse or other responsible person designated by the Board, after consultation with and on the advice of public health officials, shall determine which additional staff members, if any, have need to know of the affected student's condition.

Only those persons with direct responsibility for the care of the student or for determining appropriate educational accommodation will be informed of the specific nature of the condition, if it is determined there is a need for such individuals to know this information.

Parents of other children attending the school may be notified that their child has been exposed to a communicable disease without identifying the particular student who has the disease.

ediculosis (Head Lice)

Pediculosis is the infestation of the hair, skin or pubic area with adult lice, larvae or nits (eggs).

The psychological, social and economic impact of head lice infestations can create a problem in the community. Every attempt will be made to educate students and parents on the prevention and eradication of head lice before and after an infestation is detected.

At the elementary level, to avoid embarrassment and to contain the infestation, whole classrooms will be checked for head lice upon the report of possible infestation by a classroom teacher. The principal, his/her designee, school nurse or another qualified professional will examine the child in question and their classmates. At the secondary level, the principal, his/her designee, school nurse or another qualified professional will examine the child in question and may examine additional students at the discretion of the principal. Siblings of students found with lice and their classmates may will also be checked if there is the suspicion that infestation may exist. Due to the possible and very probable epidemic infestation of head lice in the school environment, anyone exhibiting head lice will be isolated immediately.

Any student found to have head lice will be removed from the classroom with their belongings. The parent/guardian and/or listed emergency contact will be contacted so they can pick up the student and begin treatment immediately. A student suspected of infestation will not ride the bus. The student will be held in the front office or the nurse's office until the parent/guardian arrives in order to avoid further infestation.

Parents/guardians should be provided with printed educational information on head lice treatment. The educational material should include details explaining the problem and list the procedures for treatment and requirements for reentering school.

The student may return to school after being successfully treated so that no live lice or eggs are detected by the school nurse or a designated school official. The student's parent/guardian must accompany the student upon returning to school and remain present during the recheck. With the presence of nits or lice at the time of recheck, the student will continue to be excluded from school.

In the interest of the health and welfare of students enrolled in the District, no student will be permitted to attend classes if they are infested with head lice or the eggs of head lice.

All other children in the elementary school classroom where lice or nits have been reported will be checked and given a letter to take home explaining the situation and the need for parents to inspect their children carefully. Any child who is suspected of having lice will be treated with the utmost discretion.



Legal Reference: I.C. § 33-512 Governance of Schools

Policy History:

Adopted on: 8/11/14

ISBA 2006
Revised on:

~~Non-school-related~~ Organizations may ask the Superintendent or designee for permission to:

1. Display posters in the area reserved for community posters; or
2. Have flyers, notices, brochures, or other types of written information distributed to students.

~~Anyone~~ Organizations who wishes to distribute materials in the schools must submit the material to the superintendent or his designee for initial approval a minimum of two business days before the proposed distribution. The Superintendent will designate approval by initialing the information to be distributed. The superintendent's approval indicates to the building administrator that the information **may** be distributed.

The building principal **may** decide whether distributing any document is in the best interests of his/her students and may delay, prohibit altogether, or alter the manner in which information is distributed as he/she deems appropriate.

Posters and/or flyers subject to a request must be student oriented and have the sponsoring organization's name prominently displayed. Permission will be denied to post or distribute any material that would:

1. Disrupt the educational process;
2. Violate the rights of others;
3. Invade the privacy of others;
4. Infringe on a copyright;
5. Be obscene, vulgar or indecent;
6. Attack ethnic, religious or any racial group ("hate literature");
7. Promote hostility, disorder, or violence;
8. Promote activities or actions that are contrary to statute, state board rules and regulations, or local school board policies and/or procedures;
9. Proselytize a particular religious or political belief;
10. Invade the rights of others or be libelous;
11. Inhibit the functioning of the school;
12. Advocate interference with the rights of any individual;
13. Favor or oppose any political candidate;
14. Present obscene or pornographic material as defined by prevailing community standards;
15. Promote products or services for commercial purposes that do not significantly contribute to the instructional program, student benefit, or community betterment.

No commercial publication shall be posted or distributed unless the purpose is to further a school activity, such as graduation, class pictures or class rings. No information from any candidates for non-student elective offices shall be posted in the school, except on election-day, or distributed to the students. Additionally, the person agrees to:

1. Distribute the material at places within the school or on school grounds as designated by the school principal, except that in no event will the materials be distributed directly to students in class.
2. Distribute the materials before school, during regularly scheduled lunch periods, or after the close of school.
3. Not in any way compel nor coerce a student to accept any materials.
4. Remove from school premises or grounds all discarded items.

If permission is granted to distribute, the organization must arrange to have copies delivered to the school. Approved literature must be delivered to the building secretary in bundles of 25 for easy distribution. Literature will not be accepted for distribution prior to the start of the school year, during the first two weeks of the school year, or the last two weeks of the school year.

In the event the superintendent rejects a request for the material distribution, the decision may be appealed to the Board of Trustees. This policy governs non-curricular materials, not supplementary instructional materials, which are covered by other policies or procedures. However, staff members will not distribute non-curricular materials to students unless they are approved for distribution as identified in this policy. The superintendent may make a copy of this policy available to any person or persons wishing to distribute non-curricular materials.

Violation of this policy by students or staff will result in disciplinary action. Violation of this policy by any other person or persons may result in a Board action to litigate for injunctive relief and/or damages where applicable.

Policy History:

Adopted on: 8/11/14

ISBA 2013

Revised on: 10/12/14

Revised on: 10/9/17

POLICY TITLE: Bereavement Leave

POLICY NO: 5404

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In the event of a death in the non-certified employee's immediate family the district will provide three (3) bereavement days during the school year. Additionally, non-certified employees may also use sick leave to an amount not to exceed seven (7) days per instance. The term immediate family will be interpreted as parent, mother/father in-law, spouse/domestic partner, children, grandchildren, grandparent, brother, sister, brother/sister in-law, uncle, aunt, ~~spouse, children, grandparent, brother, sister, uncle, aunt, or immediate in-law~~. Unusual cases not included herein may be brought to the attention of the superintendent of schools for consideration.

Policy History:

ADOPTED: 12/08/08

TFSD

AMENDED: 9/10/12

8/11/14

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 or his/her designee and the Principal of the school involved. In all instances, the use of the 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 (1/2) 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 or certificate holder. 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~~ Director of Operations 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 or his/her designee 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 rental 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).
Some Labs have 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 7 SP3 or Windows 10 or greater
Internet Explorer 11 or greater and Google Chrome
Windows Media Player 12 or greater
Office 2016 or greater
Bitdefender 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 insured or certificate holder, 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 unless separate agreement is established between the district and the agency.
Insurance: Required
Facility Use Agreement: Required

- 3. Not-For-Profit organizations #1 providing services to students residing within the school district boundaries or enrolled in Twin Falls School District schools 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 #2 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 #3 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 #4 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 #4):
 - 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
Amended 10-10-16

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	
	HOUR	DAY*	HOUR	DAY	HOUR	DAY	HOUR	DAY	HOUR	DAY	HOUR	DAY	HOUR	DAY
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
Pillar Falls	\$20	\$130			\$50	\$225			\$40	\$180	\$50	\$225	\$55	\$310
Rock Creek	\$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
South Hills	\$20	\$130			Sm. \$60 - \$270 Lg. \$80 - \$350		\$50	\$225	\$40	\$180	\$50	\$225	\$55	\$310
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
Pillar Falls	\$25	\$150*			\$70	\$300			\$50	\$200	\$60	\$270	\$80	\$450
Rock Creek	\$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
South Hills	\$25	\$150*			\$ Sm. \$80 - \$350 Lg. \$100 - \$450		\$70	\$300	\$50	\$200	\$60	\$270	\$80	\$450
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.

Revised 11/9/09; 12/14/15 12/11/17

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 writing.
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 <https://www.tfsd.org/school-board/policy-manual/> 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

Revised 10/10/16

It is the policy of the District to ensure that:

1. Each child of a homeless individual and each homeless child has equal access to the same free, appropriate public education, including a public preschool education, as provided to other students;
2. Homelessness does not in any way separate homeless students from the mainstream school environment; and
3. Homeless children and youths have access to the education and other services that such children and youths need to ensure that such children and youths have an opportunity to meet the same challenging state academic standards to which all students are held.

The Board of Trustees directs all District schools to admit children who are homeless regardless of residence and irrespective of whether the homeless child is able to produce records normally required for enrollment. The Board shall not enter into an out-of-District attendance and tuition agreement with another district for a homeless child.

All schools and employees of the District shall work to ensure that children and youth who are homeless are free from discrimination, segregation, and harassment. The District will also strive to prevent stigma against students who are homeless.

Definitions

For the purposes of this Policy, the following definitions shall apply.

The terms “enroll” and “enrollment” includes attending classes and participating fully in all school activities.

The terms “homeless,” “homeless individual,” and “homeless person” include:

1. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;

3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;
4. Migratory children who qualify as homeless for the purposes of this part because the children are living in circumstances described in clauses 1 through 3 above; and
5. An unaccompanied student and homeless families with children and youth are also defined as homeless if they:
 - A. Have experienced a long term period without living independently in permanent housing;
 - B. Have experienced persistent instability as measured by frequent moves over such period, and
 - C. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

“Children and youth in transition” is defined as children and youth who are otherwise legally entitled to or eligible for a free public education, including preschool, and who lack a fixed, regular, and adequate nighttime residence.

“Unaccompanied youth” is defined as a youth not in the physical custody of a parent/guardian who is in transition as defined above.

The term “school of origin” is defined as the school that the student attended when permanently housed, or the school in which the student was last enrolled, including a preschool. When a student completes the final grade level served by the students “school of origin;” the “school of origin” shall progress to the designated receiving school at the next grade level for all of its feeder schools the same as for all students attending one school and progressing to another school in the District.

In General

The District shall ensure the following is provided according to the homeless student's best interest:

1. That the homeless student's education continues in the school of origin for the duration of homelessness:
 - A. In any case in which a family becomes homeless between academic years or during an academic year; and
 - B. For the remainder of the academic year, if the student becomes permanently housed during an academic year; or

2. That the homeless student is eligible to enroll in the same schools as non-homeless students who live in the same attendance area where the homeless student is actually living.

School Stability

In determining the best interest of the homeless student each school within the District shall:

1. Presume that keeping the student in the school of origin is in the student's best interest, except when doing so is contrary to the request of the student's parent or guardian, or (in the case of an unaccompanied youth) the student;
2. Consider student-centered factors related to the student's best interest, including factors related to the impact of mobility on achievement, education, health, and safety of homeless students, giving priority to the request of the student's parent or guardian or (in the case of an unaccompanied youth) the student;
3. If, after conducting the best interest determination based on consideration of the above presumptions, the Superintendent determines that it is not in student's best interest to attend the school of origin or the school requested by the parent or guardian, or (in the case of an unaccompanied student) the student, provide the student's parent or guardian or the unaccompanied student with a written explanation of the reasons for his or her determination, which will be provided in a manner and form understandable to such parent, guardian, or unaccompanied student, including information regarding the right to appeal under "Enrollment Disputes", below; and
4. In the case of an unaccompanied student, ensure that the District's liaison designated under "District Liaison," below, assists in placement or enrollment decisions under this subparagraph, gives priority to the views of such unaccompanied student, and provides notice to such student of the right to appeal under "Enrollment Disputes," below.

Immediate Enrollment:

1. **In General:** The school selected in accordance with this policy shall immediately enroll the homeless student, even if the student:
 - A. Is unable to produce records normally required for enrollment, such as previous academic records, records of immunization and other required health records, proof of residency, or other documentation; ~~or~~
 - B. Has missed application or enrollment deadlines during any period of homelessness; ~~or~~
 - C. Has outstanding fees or fines, including fees associated with extracurricular activities.
2. **Relevant Academic Records:** The enrolling school shall immediately contact the school last attended by the student to obtain relevant academic and other records.

3. **Relevant Health Records:** If the student needs to obtain immunizations or other required health records, the enrolling school shall immediately refer the parent/guardian of the student, or (in the case of an unaccompanied student) the student, to the District’s liaison designated under “District Liaison,” below, who shall assist in obtaining all necessary immunizations and/or screenings, or other required health records, in accordance with “Records,” below.

Records

Any record ordinarily kept by the school, including immunization or other required health records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, regarding each homeless student shall be maintained:

1. So that the records involved are available, in a timely fashion, when the student enters a new school or school district; and
2. In a manner consistent with FERPA, applicable Idaho law, and District policy.

Enrollment Disputes

If a dispute arises over eligibility, or school selection or enrollment in a particular school, or any other issue addressed in this policy:

1. The student shall be immediately enrolled in the school in which enrollment is sought, pending final resolution of the dispute, including all available appeals;
2. The parent or guardian of the student or (in the case of an unaccompanied student) the student shall be provided with a written explanation identifying the bases for any decisions related to school selection or enrollment made by the District, or other entity, including the rights of the parent, guardian, or unaccompanied student to appeal such decisions;
3. The parent, guardian, or unaccompanied student shall be referred to the local educational agency liaison designated under “District Liaison” below, and upon being informed of the dispute, the liaison shall as expeditiously as possible initiate an appeal with the District, and if unsuccessful, to the state coordinator of the dispute regarding the educational placement of the homeless student; and
 - A. At the district level, disputes and appeals will be presented to a committee of the District Directors of Human Resources, Federal Programs, and the appropriate Director of Curriculum, either elementary or secondary programs.
4. In the case of an unaccompanied student, the liaison shall ensure that the student is immediately enrolled in the school in which the student seeks enrollment pending resolution of the student’s dispute.

Placement Choice

The choice regarding placement shall be made regardless of whether the child or youth lives with the homeless parents or has been temporarily placed elsewhere.

Privacy

Information about a homeless student's living situation shall be treated as a student education record, and shall not be deemed to be disclosable "directory information" under the Family Education Records Privacy Act ("FERPA").

Contact Information

Nothing in this policy shall prohibit the District and/or the enrolling school from requiring the parent or guardian of a homeless student to submit contact information.

Comparable Services

Each homeless student in the District shall be provided services comparable to those services provided to other students in the school attended by the homeless student, including the following:

1. Transportation services;
2. Educational services for which the student meets eligibility criteria, such as services provided under Title I of the Elementary and Secondary Education Act of 1965, or similar State or District sponsored programs, educational programs for children with disabilities, and educational programs for English Learners;
3. Programs in career and technical education;
4. Programs for gifted and talented students; and
5. School nutrition programs. Upon enrollment, the student's name shall immediately be submitted to the District's Nutrition Services Department as eligible for free meals, which eligibility commences at the time of enrollment.

District Liaison

For purposes of this policy, the Superintendent shall designate a District employee to serve as its liaison to serve homeless students in accordance with the following provisions. The liaison for homeless students designated by the Superintendent shall ensure that:

1. All homeless students in and out of school are identified by school personnel through outreach and coordination activities with other entities and agencies;

2. The District tracks academic and enrollment data on homeless students;
3. All homeless students are enrolled in, and have a full and equal opportunity to succeed the same as non-homeless students of the District;
4. Homeless families and homeless students have access to and receive educational services for which such families and students are eligible, including services through Head Start programs (including Early Head Start programs), early intervention services under part C of the Individuals with Disabilities Education Act, and other preschool programs administered by the District;
5. All homeless families and homeless students receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services;
6. The parents or guardians of homeless students are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children;
7. All unaccompanied students and youth who receive any credits for classes attended shall be informed by the Liaison of their status as an “independent student” for purposes of the student’s Free Application for Federal Student Aid (“FAFSA”). The Liaison shall also provide the required “verification” of the student’s status in connection with his or her application for Federal Student Aid.
8. Public notice of the educational rights of homeless students is disseminated in locations frequented by parents or guardians of such students, and unaccompanied students, including schools, shelters, public libraries, and soup kitchens, in a manner and form understandable to the parents and guardians of homeless students, and unaccompanied students;
9. Enrollment disputes are mediated in accordance with “Enrollment Dispute,” above;
10. The parent or guardian of a homeless student, and any unaccompanied student, is fully informed of all transportation services, including transportation to the student’s school of origin, and is assisted in accessing transportation to the student’s assigned school;
11. School personnel providing services to homeless students receive annual professional development and other support; and
12. Unaccompanied homeless students:
 - A. Are enrolled in school;
 - B. Have opportunities to meet the same challenging state academic standards as the State establishes for other students; and

- C. Are informed of their status as independent students under 20 USC § 1087vv(d), and that such students may obtain assistance from the District Liaison to obtain verification of such status for purposes of the Free Application for Federal Student Aid.

Local and State Coordination

The District’s liaison(s) for homeless students shall, as a part of their duties, coordinate and collaborate with the Idaho State Office of the Coordinator for Education of Homeless Children and Youths, as well as with community and school personnel who are responsible for the provision of education and related services to homeless students. These shall include public and private agencies, the transportation department, the State Coordinator for the Education of Homeless Children and Youth, and others. Such coordination shall include collecting and providing to the State Coordinator the reliable, valid, and comprehensive data needed to meet the requirements of 42 USC § 11432(f)(1) and (3).

Homeless Status

The District’s Liaison who receives training provided by the Idaho State Office of the Coordinator for Education of Homeless Children and Youths may authorize a homeless student who is eligible for and participating in a program provided by the District, or the immediate family of such student, who otherwise meets the eligibility requirements Federal Housing Assistance (see 42 USC §§ 11360 *et. seq.*), to do so without approval or other agency action by or on behalf of the Department of Housing and Urban Development.

Title 1, Part A

Any student who is homeless and attends school within the District is eligible for Title 1, Part A services. The District shall set aside funding to provide homeless students who attend schools that do not participate in Title 1, Part A with services comparable to those provided by participating schools. Funding may also be set aside to provide targeted assistance to homeless students who attend participating schools.

Cross Reference: 3210 Uniform Grievance Procedure
4160 Parents Right-to-Know Notices

Legal Reference: 42 U.S.C. § 11301, et seq. McKinney-Vento Homeless Assistance Act
20 U.S.C. § 6311, et seq. Title 1, Part A, of the Elementary and Secondary Education Act, as amended by ESSA of 2015
20 U.S.C. § 1400 Individuals with Disabilities Education Improvement Act of 2006
42 U.S.C. § 1758 Child Nutrition and WIC Act of 2004

42 U.S.C. § 9801-642A

Improving Head Start for School Readiness
Act of 2007

I.C. § 33-1404

Districts to Receive Pupils

Policy History:

Adopted on: 8/11/14

ISBA 5/14

Revised on: 10/9/17

ISBA 7/17

ISBA 11/17

Duties and Authorities

The Superintendent is the District’s executive officer and is responsible for the administration and management of the District schools, in accordance with Board policies and directives and State and federal law. The Superintendent is hereby granted authority to act on behalf of the Board and the District in all administrative matters with the exception of those matters specifically reserved for the Board in law or rule for which there lawfully cannot be any delegation by the Board. The Superintendent is also authorized to develop administrative procedures to implement Board policy and to delegate duties and responsibilities. When a written procedure is developed, the Superintendent or designee shall submit it to the Board as an information item. Delegation of power or duty, however, shall not relieve the Superintendent of responsibility for the action which was delegated.

[Optional: The Board hereby delegates authority to the Superintendent to declare positions vacant should an employee willfully refuse to acknowledge receipt of an employment contract or the employment contract is not signed and returned to the Board in the designated period of time.]

Qualifications and Appointment

The Superintendent must be of good character and of unquestionable morals and integrity. The Superintendent shall have the experience and the skills necessary to work effectively with the Board, District employees, students, and the community. The Superintendent shall have a valid superintendent’s endorsement.

When the office of the Superintendent becomes vacant, the Board will conduct a search to find the most capable person for the position. Qualified staff members who apply for the position will be considered for the vacancy.

Evaluation

The Board will conduct a written formal evaluation, at least annually, of the performance of the Superintendent using standards and objectives developed by the Superintendent and the Board which are consistent with the District’s mission and goal statements. The Board shall include progress towards the targets for student outcomes found in the Annual Strategic Plan in the evaluation by using relevant data to measure growth.

A specific time shall be designated for a formal evaluation session. The evaluation should include a discussion of strengths and weaknesses in the year immediately preceding the evaluation, as well as performance areas needing improvement, **if necessary**.

At least 33 percent of the evaluation will be based on growth in student achievement as measured by Idaho's statewide assessment for federal accountability purposes. A portion of the evaluation must include multiple objective measures of student growth in achievement as defined in Section 33-1001, Idaho Code.

Compensation and Benefits

The Board and the Superintendent shall enter into a contract approved by the State Superintendent of Public Instruction. This contract shall govern the employment relationship between the Board and the Superintendent.

Cross Reference: 1315

Strategic Planning

Legal Reference: I.C. § 33-320

Strategic Planning and Training

I.C. § 33-513

Professional Personnel

I.C. § 33-1001

Definitions

IDAPA 08.02.02.120

Local District Evaluation Policy

Hancock v. Idaho Falls School District No. 91, No. CV-04-537-E-BLW, 2006

U.S. Dist. Ct. LEXIS 52243

Policy History:

Adopted on: 12/9/13

ISBA 2013

ISBA 5/14 Update

Revised on: 8/11/14

6/13/16

Principals School administrators are the chief administrators of their assigned schools. The primary responsibility of principals school administrators is to supervise the operation and management of their assigned schools. They shall be under the direct supervision of the Superintendent or designee. The majority of the principals'/school administrators' time shall be spent on curriculum and staff development through formal and informal activities establishing clear lines of communication regarding the school rules, accomplishments, practices, and policies with parents, students, and teachers. Principals School administrators are responsible for management of their staff, maintenance of the facility and equipment, administration of the educational program, control of the students attending the school, management of the school's budget, and communication between the school and the community.

Evaluation of School Administrators

Each principal school administrator shall receive at least one written evaluation to be completed no later than June 1st for each annual contract year of employment. Each principal school administrator evaluation shall use multiple measures that are research based and aligned to the State minimum standards based on the Idaho Standards for Effective Principals Interstate School Leaders Licensure Consortium (ISLLC) standards and include proof of proficiency in conducting teacher evaluations using the State's adopted model, the *Charlotte Danielson Framework for Teaching Second Edition*.

The process of developing criteria and procedures for principal evaluations will allow opportunities for input from stakeholders, including the Board, administrators, teachers, and parents/guardians.

Evaluation Objectives

The District's Principal School Administrator Evaluation Program is designed to:

1. Maintain or improve each principal's school administrator's job satisfaction and morale by letting him or her know that the Superintendent is interested in his or her job progress and personal development;
2. Serve as a systematic guide for planning each principal's school administrator's further training and professional development;
3. Assure considered opinion of a principal's school administrator's performance and focus maximum attention on achievement of assigned duties;
4. Assist in determining and recording special talents, skills, and capabilities that might

- otherwise not be noticed or recognized;
5. Assist in planning personnel moves and placements that will best utilize each principal's school administrator's capabilities;
 6. Provide an opportunity for each principal school administrator to discuss job problems and interests with the Superintendent/Director; and
 7. Assemble substantiating data for use as a guide, although not necessarily the sole governing factor, for such purposes as wage adjustments, promotions, disciplinary action, and termination.

Responsibility

The Superintendent/Director shall have the responsibility for administrating and monitoring the District's Principal School Administrator Evaluation Program and will ensure the fairness and efficiency of its execution, including:

1. Creating and implementing a plan for ongoing training and professional development and the funding thereof for principals school administrators in the District's Performance Evaluation Program, including evaluation standards, forms, procedures, and processes and a plan for collecting and using data gathered from evaluations;
2. Creating a plan for ongoing review of the District's Principal School administrator Evaluation Program that includes stakeholder input from teachers, Board Members, administrators, parents/guardians, and other interested parties;
3. Creating a procedure for remediation for principals school administrators that receive evaluations indicating that remediation would be an appropriate course of action;
4. Creating an individualized evaluation rating system for how principal school administrator evaluations will be used to identify proficiency and record growth over time with a minimum of three rankings used to differentiate performance of school administrators including:
 - A. Unsatisfactory being equal to a rating of 1;
 - B. Basic being equal to a rating of 2; and
 - C. Proficient being equal to a rating of 3.

A fourth evaluation rating of Distinguished, being equal to "4," may be used in addition to the three (3) minimum rankings at the discretion of the Board.

5. Completing principal school administrator evaluations annually, ensuring proper safeguards, and filing completed evaluations; and
6. Completing training on the District's Performance Evaluation Program.

Written Evaluation

A written evaluation will be completed for each principal by the Superintendent/~~the appropriate Director~~ no later than June 1st for each annual contract year of employment. A copy will be given to the ~~principal School administrator~~. The original will be retained by ~~the Superintendent in the official personnel file~~. ~~The evaluation shall be reviewed annually and revised as necessary to indicate any significant changes in duties or responsibilities.~~ The evaluation is designed to increase planning and relate performance to assigned responsibilities through joint understanding between the Superintendent/~~the Director~~, and the ~~principal school administrator~~ as to the job description and major performance objectives.

The evaluation will identify the sources of data used in conducting the evaluation. Proficiency in conducting observations and evaluating effective teacher performance shall be included as one source of data.

Evaluation Measures and Criteria

Professional Practice: ~~67 percent of the evaluation will be based upon measures of Professional Practice.~~ School administrators must receive an evaluation in which a majority of the summative evaluation results are based on Professional Practice. All measures within the Professional Practice portion of the evaluation must be aligned at a minimum to the following Domains and Components based upon the Idaho Standards for Effective Principals.

Domain 1: School Climate: The ~~principal school administrator~~ promotes the success of all students by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional development. The ~~principal school administrator~~ articulates and promotes high expectations for teaching and learning while responding to diverse community interests and needs.

1. **School Culture:** The ~~principal school administrator~~ establishes a safe, collaborative, and supportive culture ensuring all students are successfully prepared to meet the requirements for tomorrow's careers and life endeavors;
2. **Communication:** The ~~principal school administrator~~ is proactive in communicating the vision and goals of the school or District, the plans for the future, and the successes and challenges to all stakeholders; and
3. **Advocacy:** The ~~principal school administrator~~ advocates for education, the District and school, teachers, parents, and students and engenders school support and involvement.

Domain 2: Collaborative Leadership: The ~~principal school administrator~~ promotes the success of all students by ensuring management of the organization, operations, and resources for a safe, efficient, and effective learning environment. In collaboration with others, he or she uses

appropriate data to establish rigorous, concrete goals in the context of student achievement and instructional programs. The principal uses research and/or best practices in student achievement, instructional programs, and improving the education program.

1. **Shared Leadership:** The principal school administrator fosters shared leadership that takes advantage of individual expertise, strengths, and talents, and cultivates professional growth;
2. **Priority Management:** The principal school administrator organizes time and delegates responsibilities to balance administrative/managerial, educational, and community leadership priorities;
3. **Transparency:** The principal school administrator seeks input from stakeholders and takes all perspectives into consideration when making decisions;
4. **Leadership Renewal:** The principal school administrator strives to continuously improve leadership skills through professional development, self-reflection, and utilization of input from others; and
5. **Accountability:** The principal school administrator establishes high standards for professional, legal, ethical, and fiscal accountability for self and others.

Domain 3: Instructional Leadership: The principal school administrator promotes the success of all students by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community. The principal school administrator provides leadership for major initiatives and change efforts and uses research and/or best practices in improving the education program.

1. **Innovation:** The principal school administrator seeks and implements innovative and effective solutions that comply with general and special education law;
2. **Instructional Vision:** The principal school administrator ensures that instruction is guided by a shared, research-based instructional vision that articulates what students do to effectively learn;
3. **High Expectations:** The principal school administrator sets high expectation for all students academically, behaviorally, and in all aspects of student well-being;
4. **Continuous Improvement of Instruction:** The principal school administrator has proof of proficiency in assessing teacher performance based upon the Charlotte Danielson Framework for Teaching Second Edition and aligns resources, policies, and procedures toward continuous improvement of instructional practice guided by the instructional vision;
5. **Evaluation:** The principal school administrator uses teacher/principal evaluation and other formative feedback mechanisms to continuously improve teacher/principal effectiveness; and

6. **Recruitment and Retention:** The principal school administrator recruits and maintains a high quality staff.

The evaluation will also include at least one of the following as a measure to inform the Professional Practice portion:

1. Input received from parents or guardians;
2. Input received from students;
3. Input received from teachers; and/or
4. Portfolios.

The District has chosen #3 above, “input received from teachers,” as one of its measures to inform the Professional Practice portion. The Board shall determine the manner and weight of parental input, student input, teacher input, and/or portfolios on the evaluation.

Student Achievement: ~~33 percent~~ Part of the evaluation must be based on multiple objective measures of growth in measurable student achievement based upon research as defined in Section 33-1001, Idaho Code. ~~One measure of growth in student achievement shall be Idaho’s statewide assessment for federal accountability purposes. The evaluation will also include at least one additional objective measure of growth in student achievement, based on research, as determined by the Board. The Board has chosen _____ as its additional measure(s) of growth in student achievement.~~ This portion of the evaluation may be calculated using current and/or the immediate past year’s data and may use one or multiple or both years of data.

Proof of Proficiency in Teacher Evaluations

Proof of proficiency in evaluating teacher performance shall be required of all individuals assigned the responsibility for appraising, observing, or evaluating certificated personnel performance. Proof of proficiency in evaluating performance shall be demonstrated by passing a proficiency assessment approved by the State Department of Education as a one-time recertification requirement prior to September 1, 2018.

Communicating Evaluation Results

Each evaluation shall include a meeting between with the Superintendent, Director, and principal school administrator wherein the Superintendent/Director will:

1. Discuss the evaluation with the principal school administrator, emphasizing strong and weak points in job performance. Commend the principal school administrator for a job well done if applicable and discuss specific corrective action if warranted. Recommendations should specifically state methods to correct weaknesses. Set mutual goals for the principal school administrator to reach before the next performance evaluation.

2. Allow the principal school administrator to make any written comments he or she desires. Inform the principal school administrator that he or she may turn in a written rebuttal/appeal of any portion of the evaluation within seven days and outline the process for rebuttal/appeal. Have the principal school administrator sign the evaluation indicating that he or she has been given a copy.

Rebuttal/Appeal

Within seven days from the date of the evaluation meeting with the Superintendent/Director, the principal school administrator may file a written rebuttal/appeal of any portion of the evaluation. The written rebuttal/appeal shall state the specific content of the evaluation with which the principal school administrator disagrees, a statement of the reason(s) for disagreement, and the amendment to the evaluation requested.

If a written rebuttal/appeal is received by the Superintendent/Director within seven days, the Superintendent/Director shall provide the principal school administrator with a written response within ten working days either amending the evaluation as requested by the principal school administrator or stating the reason(s) why the Superintendent/Director will not be amending the evaluation as requested.

If the Superintendent/Director chooses to amend the evaluation as requested by the principal school administrator then the amended copy of the evaluation will be provided to, and signed by, the principal and retained in the principal's school administrator's official personnel file.

If the Superintendent/Director chooses not to amend the evaluation as requested by the principal school administrator then the evaluation along with the written rebuttal/appeal, and the Superintendent's/Director's response, if any, will be retained in the principal's school administrator's personnel file.

Action

Each evaluation will include identification of the actions, if any, available to the District as a result of the evaluation as well as the procedure(s) for implementing each action. Available actions include, but are not limited to, recommendations for renewal of employment, non-renewal of employment, probation, and others as determined. Should any action be taken as a result of an evaluation to not renew a principal's school administrator's contract the District will comply with the requirements and procedures established by State law.

Records

Permanent records of each principal school administrator evaluation will be maintained in the principal's school administrator's official personnel file. All evaluation records, including rebuttal/appeal documentation, will be kept confidential within the parameters identified in State and federal law regarding the right to privacy.

Reporting

Any subsequent changes to the District’s evaluation plan shall be resubmitted to the State Department of Education for approval. The District shall report the rankings of individual principal evaluations annually to the State Department of Education.

Legal Reference: I.C. § 33-513 Professional Personnel
I.C. § 33-518 Employee Personnel Files
I.C. § 33-1001 Definitions
IDAPA 08.02.02.121 Local District Evaluation Policy – School Principal

Policy History:

Adopted on: 2/10/14

ISBA 12/13

Revised on: 8/11/14

6/13/16

1/9/17

The Board directs that all schools within the District are, to the greatest extent possible, equivalent in teaching, administrative, and other staff, and in provision of curricular materials and instructional supplies so that programs and services throughout the schools of the District are substantially comparable.

In reaching this equivalency status, the Board recognizes that individual teacher salary differentials due to schedule factors will not be included in the determination of staff equivalency. Further, the District recognizes that unpredictable changes in student enrollment and personnel assignments that occur after the beginning of the school year in determining comparability of services under this policy will not be included in an analysis of equivalency.

To promote this purpose, and to comply with applicable federal law, the Superintendent or designee, to the maximum extent possible, shall ensure the District complies with the following:

Maintenance of effort. To the maximum extent possible, the District shall maintain its programs and expenditures in a consistent manner from year to year, unless changes to District funding or attendance make such allocations unfeasible.

Federal funds to supplement, not supplant, non-Federal funds. The District may use federal funds only to supplement the funds that would, in the absence of such federal funds, be made available from State and local sources for the education of students participating in programs assisted under this part, and not to supplant such funds. To demonstrate compliance with this requirement, the District shall maintain adequate accounting records to demonstrate that the methodology used to allocate State and local funds to each school receiving assistance under this part ensures that all schools receive all of the State and local funds it would otherwise receive if it were not receiving federal funds.

Comparability of services. Except as provided in paragraph captioned “**Compliance,**” below, the District shall ensure that State and local funds will be used in schools receiving federal funds to provide services that, taken as a whole, are at least comparable to services in schools that are not receiving federal funds. If the District is serving all of its schools with federal funds, it must ensure that State and local funds are used to provide services that, taken as a whole, are substantially comparable in each school.

Written assurance. The District shall provide the State Department of Education written assurances that the District has established and implemented--

- (1) a District-wide salary schedule;
- (2) a policy to ensure equivalence among schools in teachers, administrators, and other staff;

Authorization and Control

It ~~will be~~ ~~is~~ the policy of this District to conduct its purchasing program in a manner to ~~assure the best utilization~~ ensure optimum use of District funds. The Board, or its designee, reserves the right to determine what is in the best interest of the District.

The Superintendent is authorized to direct expenditures and purchases within the limits of the detailed annual budget for the school year and pursuant to State purchasing and federal procurement requirements. The Superintendent shall establish requisition and purchase order procedures as a means of controlling and maintaining proper accounting of the expenditure of funds that align with State purchasing and federal procurement requirements. Staff members shall not obligate the District without express authority. Staff members who obligate the District without proper authorization may be held personally responsible for payment of such obligations.

Bids and Contracts

With the exception of the purchase of curricular materials, ~~and in accordance with the requirements of Idaho Code~~, whenever the cost of any construction, repair, or improvement; or the acquisition, purchase, or repair of any equipment; or other personal property necessary for the effective operation of the District exceeds \$250,000, formal bids shall be called for by issuing public notice as specified in statute as well as following federal procurement requirements. Specifications shall be prepared and be made available to all vendors interested in submitting a bid. The contract shall be awarded to the lowest responsible bidder, except that the ~~Trustees Board~~ may reject any bid, reject all bids, ~~and or~~ publish notice to rebid the project for bids ~~once again~~. If after calling for bids a second time, no satisfactory bid is received, the Board may proceed under its own direction, subject to the approval of the State Board of Education.

When purchasing goods and services pursuant to Idaho Code, ~~and in determining what bid is the most qualified bidder for award of the contract~~ ~~lowest responsible bidder~~, the District, at its sole discretion, may ~~will not only take into consideration the amount of the bid. The District will consider not only the amount of the bids, but may also consider additional factors including but not limited to the relative the skill~~ experience, ability, references and integrity of ~~a the~~ bidders to do faithful and conscientious work and promptly fulfill the contract according to ~~contract requirements. the letter and spirit. References for the bidder should be contacted.~~

Except where a Request for Proposals is advertised, in the event the District awards a contract to a bidder other than the lowest responsive bidder, the Board shall declare its reason or reasons on the record and shall communicate such reason or reasons in writing to all who have submitted a competing bid. The disappointed bidders shall have the right to submit a timely written objection, at which time the District shall stop all work on the project, and shall

review its decision and determine whether to affirm its prior award, modify the award, or choose to re-bid, setting forth its reason or reasons therefor. After completion of the review process, the political subdivision may proceed as it deems to be in the public interest.

The Superintendent shall establish bidding and contract awarding procedures that align with State purchasing and federal procurement requirements.

Cooperative Purchasing

The District may cooperatively enter into contracts with one or more districts to purchase materials necessary or desirable for the conduct of the business of the District provided that the purchasing cooperative follows State purchasing and federal procurement requirements.

Personnel Conflicts of Interest

No employee will make any purchase or incur any obligations for or on behalf of the District from any private business, contractor, or vendor in which or with which the employee has a direct or indirect financial or ownership interest.

Purchases or contracted services from any private business or venture in which any employee of this District has a direct or indirect financial or ownership interest will be made on a competitive bid basis strictly in accordance with the following procedures:

1. The interested employee, the business, the contractor, or the vendor will fully disclose, in writing, the employee's exact relationship to the business, the contractor, or the vendor;
2. The affected business, the contractor, or the vendor may submit a bid in compliance with the specifications outlined by the District;
3. The interested employee will not be involved in any part of bidding process, including but not limited to, preparing specifications, advertising, analyzing, or accepting bids; and
4. This policy will apply to any organization, fund, agency, or other activity maintained or operated by the District.

No employee will solicit gifts, gratuities, favors, prizes, awards, merchandise, or commissions as a result of ordering any items or as a result of placing any purchase order with a business, contractor, or vendor on behalf of the District nor accept anything of monetary value from a business, contractor, or vendor except for unsolicited gifts of \$50 or less in value.

Procurement Under a Federal Award

In addition to the conflicts of interest outlined above, no employee, officer, or agent of the District may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest include instances where any of the following has a financial or other interest in or a tangible personal benefit from a firm considered for a contract:

1. The employee, officer, or agent;
2. Any member of his or her immediate family, including spouses, children, and parents;
3. His or her partner. For the purposes of this policy, “partner” shall mean an adult of the same sex or different sex with whom the employee, officer, or agent shares a non-marital intimate relationship and a common residence and with whom they mutually affirm that they share responsibility for each other’s common welfare; or
4. An organization which employs or is about to employ any of the parties listed above.

The following activities are prohibited:

1. The purchase during the school day of any food or service from a District contractor or vendor for individual use;
2. The removal of any food, supplies, equipment, or school property without proper authorization;
3. Individual sales by District personnel of any school property, including used items.

Violations

Any District officer, employee, or agent who violates this policy may be subject to disciplinary action, including but not limited to a fine, suspension, or termination. Violations of law will be referred to the local, State, or federal authority having proper jurisdiction.

Cross Reference: 7400P Procurement Under a Federal Award
7405 Public Works Contracting and Procurement
7407 Public Procurement of Goods and Services

Legal Reference: I.C. § 18-1351 Bribery and Corrupt Practices – Definitions
I.C. § 33-316 Cooperative Contracts to Employ Specialized Personnel
and/or Purchase Materials
I.C. § 33-402 Notice Requirements
I.C. § 33-601 Real and Personal Property – Acquisition, Use or Disposal
of Same
I.C. § 67-2805 Procurement of Public Works Construction

I.C. § 67-2806	Procuring Services or Personal Property
I.C. § 67-2806A	Request for Proposal
I.C. § 74-401 et seq.	Ethics in Government
2 C.F.R. § 200.317	Procurement by States
2 C.F.R. § 200.318	General Procurement Standards
2 C.F.R. § 200.320	Methods of Procurement to be Followed

Policy History:

Adopted on: 8/11/14

ISBA 2009; 2016

Revised on: 8/10/15

9/12/16

No contract involving a public works project shall be let to any contractor who is not licensed as required by the laws of this State. Further, the District shall at all times adhere to the bidding requirements for public works contracting and procurement as set out in State law.

Public Works Contractor Licensure Requirements

\$0 to \$1050,000	No licensure requirement	IC 54-1903(9) (+)
\$1050,000 and above	Licensure required	IC 54-1903(9) (+)

Exemptions from Public Works Contractor Licensure

Less than \$1050,000 for construction, alteration, improvement, or repair.	Single project with any number of trades	IC 54-1903(9) (+)
Less than \$50,000 for construction, alteration, improvement, or repair.	Single project for which no responsive statement of interest was received from a licensed contractor, per IC 67-2805 (1)	IC 54-1903 (i)
Any construction, alteration, or repair due to an emergency.	Pursuant to the provision of, Chapter 10, Title 46 Idaho Code	IC 54-1903(11) (+)

Public Works Construction Bidding

\$0 to \$2550,000	No bidding requirements	IC 67-2803(2)
\$2550,000 to \$1200,000	Semi-formal bidding: Issue written requests for bids describing the work to at least 3 licensed contractors. Allow 3 days for written response; objections 1 day prior to bid. Keep records for 6 months. <u>Accept low bid, or reject all bids.</u>	IC 67-2805(1) (2)
\$1200,000 and above	Formal bidding 2 Options A & B: Category A – Open to all licensed contractors. Publication requirements. Written objections allowed. May request bid security/bond. <u>Accept low bid, or reject all bids.</u> See code for details. (IC 67-2805(2)(a).) Category B – Open to pre-qualified contractors. After pre-qualification is determined, the bidding process is in the same manner as Category A. (IC 67-2805(2)(b).)	IC 67-2805(2) (3)

The District shall at all times adhere to the bidding requirements for the procurement of goods and services as set out in State law.

\$0 to \$2550,000	No bidding requirements	IC 67-2803(2)
\$2550,000 to \$50100,000	Semi-formal bidding: Issue written requests for bids describing goods or services desired to at least three vendors. Allow three days for written response, unless an emergency exists; One day for objections. Keep records for six months. <u>Accept low bid, or reject all bids.</u>	IC 67-2806(1)
\$50100,000 and above	Formal bidding: Publish bid notice at least two weeks in advance of bid opening. Make bid specifications available; written objections allowed. May request bid security/bond. Can reject all if able to purchase more economically in the open market.	IC 67-2806(2)

Exemptions to Public Procurement of Goods and Services Bidding

Personal Property	Already competitive bid (piggy-backing)	IC 67-2803(1)
Less than \$2550,000	Contracts or purchases of goods or services	IC 67-2803(2)
Any Amount	Payments of Wages	IC 67-2803(3)
Any Amount	Personal or professional services performed by an independent contractor. (Refer to info on qualifications in I.C. 67-2320)	IC 67-2803(4)
Any Amount	Procurement of an interest in real property – lease or purchase	IC 67-2803(5)
Any Amount	Procurement of insurance	IC 67-2803(6)
Any Amount	Costs of Joint Powers participation	IC 67-2803(7)
Any Amount	Procurement of used personal property	IC 67-2803(8)
Any Amount	Procurement from federal government general services administration (GSA) schedules or federal multiple award schedules (MAS)	IC 67-2803(9)
Any Amount	Procurement of personal property or services through contracts entered into by the division of purchasing of the department of administration of the state of Idaho	IC 67-2803(10)
Any Amount	Procurement of goods for direct resale	IC 67-2803(11)
Any Amount	Procurement of travel and training;	IC 67-2803(12)

Any Amount	Procurement of goods and services from Idaho correctional industries	IC 67-2803(13)
Any Amount	Procurement of repair for heavy equipment	IC 67-2803(14)
Any Amount	Procurement of software maintenance, support and licenses of an existing system or platform that was bid in compliance with state law	IC 67-2803(15)
Any Amount	Procurement of public utilities	IC 67-2803(16)
Any Amount	Procurement of food for use in jails or detention facilities	IC 67-2803(17)
Any Amount	Procurement of used equipment at an auction if authorized by the governing board	IC 67-2803(18)
Any Amount	Emergency Expenditures	IC 67-2808(1)

Legal Reference: I.C. § 67-2801 et seq. Purchasing by Political Subdivisions

Policy History:

Adopted on: 8/11/14

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Revised on: