

## **MEMORANDUM**

**To:** Board of Trustees

Twin Falls School District 411

**From:** Eva Craner, Director of Public Relations

**Re:** Policy Updates

**Date:** August 12, 2019

### **First Reading:**

#### **Administrative Updates:**

5401P Sick Leave and Sick Leave Bank  
5402 Personal Leave  
5417 Maternity-Paternity-Adoption Leave

### **Second Reading:**

#### **Administrative Updates:**

3381 Extracurricular and Co-Curricular Participation  
3400 Random Student Athlete Drug Testing  
3400F Random Student Athlete Drug Testing Consent Form  
3507 Student Activities During Poor Air Quality, Lightning, and Sever Weather

#### **ISBA Updates:**

1100 Membership  
2160 Computer Science – NEW  
4530 Crowdfunding – NEW  
5100 Hiring Process and Criteria  
5100P Veteran’s Preference – NEW  
5105 Certificated Personnel Employment  
5220 Assignments, Reassignments, and Transfers  
5390 Employment Referrals and Prevention of Sexual Abuse – NEW  
7400 Miscellaneous Procurement Standards  
7400P4 General Procurement Standards for Federal Awards  
7405 Public Works Contracting and Procurement  
7405P Procuring Public Works, Services, and Personal Property – NEW  
7408 Entering into Professional Service Contracts – NEW  
7409 Acquisition of Real and Personal Property – NEW  
9100 Use and Disposal of School Property

Leave that qualifies as sick leave is:

- 1) Absence prescribed by a physician for medical or diagnostic tests.
- 2) Absence due to death in the immediate family (limited to seven days), when not taken as bereavement leave. The term immediate family will be interpreted as child, spouse, significant other, parents, parents-in-law, siblings, grandparents, and grandchildren. (See Policy 5900, CBA, for bereavement leave for certified employees; Policy 5404 for bereavement leave for non-certified employees)
- 3) The superintendent may make judgments in favor of or denial of the use of sick leave by a district employee due to illness of a loved one whose relationship is not covered by exact policy language.

### **Sick Leave Banks**

The Twin Falls School District currently maintains three sick leave banks. These are the Administrator Sick Leave Bank (ASLB), the Certified Sick Leave Bank (CSLB), and the Non-Certified Sick Leave Bank (NCSLB). The Certified Sick Leave Bank is found in the current Collective Bargaining agreement.

The purpose of the Sick Leave Bank is to provide for additional leave due to absences from work which extend beyond all of the employee's accumulated leave and is resulting from a major medical illness or injury. The Sick Leave Bank may be used for immediate family members (spouse, child, parent) facing a major medical illness or injury. The maximum number of days which may be granted in any one school year for immediate family members will be 30.

A major medical illness and/or injury is an acute or prolonged illness or injury that is considered life-threatening or with the threat of serious residual disability which results in the employee's inability to work. Examples of a major medical illness or injury include, but are not limited to:

- a. Serious, debilitating illness, impairment, or physical/mental condition that involves treatment in connection with an extended stay in a hospital, hospice, or residential medical facility.
- b. High intensity/high frequency of treatment encounters necessary for a chronic or long-term condition that is so serious, that if not treated, would likely result in an extended period of incapacity or death.
- c. Terminal illness. The Sick Leave Bank does not cover time off due to a job-incurred injury/illness covered by Worker's Compensation benefits.

The ASLB is as follows:

- 1) Each administrative employee of the District may participate in the ASLB. A minimum initial contribution of two sick leave days prior to November 1 will be required to become a Sick Leave Bank member. A threshold of 50 days will be

established in the Sick Leave Bank. When the total days available in the Sick Leave Bank falls below 50 the Sick Leave Bank Committee will equally assess each member additional days required to reestablish the 50 day threshold.

Sick leave days contributed will be deducted from the individual's previously accumulated sick leave. The contributed sick leave days will form a bank of sick leave days that will be available to all eligible administrators whose absence from work is due to major medical illness or injury extending beyond their available sick leave.

- 2) In order for an administrator to be eligible for sick leave benefits from the ASLB he or she must:
  - a. Be a contributor to the Bank,
  - b. Be absent from work due to major medical illness or injury accident, and
  - c. Have used all accumulated sick leave and personal leave.

All requests for use of the Bank will be related to major medical illness or injury occurring after membership in the Bank.

- 3) Application for use of the Bank will be submitted to the ASLB Committee (ASLBC), comprised of the superintendent or designee, and two district administrators appointed by the superintendent. The Committee will review the request and determine if the administrator is eligible to use the ASLB. If the Committee deems necessary, proof of illness may be required at the time of application and periodically during the granted period.
- 4) The ASLBC will have the authority to establish operational procedures necessary to implement this program. After a complete review of the application, the Committee will have the authority to make final decisions as to the disposition of the applicant's request within established operational procedures.
- 5) The maximum number of days that may be granted for an employee's major medical illness or injury in any 12-month period will be the remaining number of days an administrator is contracted to work during that 12-month period, not to exceed 60 days. The maximum number of days which may be granted in any 12-month period for immediate family members will be 30.
- 6) For the purpose of determining continuing eligibility for sick leave bank days the ASLBC will calculate the 12-month period immediately preceding the commencement of the leave as the 12-month period measured forward from the date the employee first takes sick leave bank days. If the administrator does not use all of the days granted by the ASLBC the unused sick leave days will be returned to the Bank.

The Non-Certified Sick Leave Bank is as follows:

- 1) Each employee working at least four hours per day in the District may participate in the NCSLB. After six months of service each employee is eligible to enroll in the NCSLB. A minimum initial contribution of two sick leave days is required to enroll in the Bank. Contributions will be made from the employee's sick leave accumulated to date. The length of work day will be used for comparable contribution to and withdrawal from the Bank. For example, an employee working a four hour day would contribute four hour days, entitling him or her to withdraw, when granted, four hour days from the bank. The same will follow for employees working six, seven or eight hour days.

An employee will have been employed for a minimum of six months and have accumulated a minimum of four sick leave days before being eligible for the NCSLB. It is the employee's responsibility to enroll in the Bank upon the six-month employment anniversary, plus or minus 10 days. If the employee fails to enroll on his or her six-month anniversary, he or she will be provided opportunity to enroll during the annual open enrollment period.

- 2) In order for an employee to be eligible for sick leave benefits from the NCSLB, he or she must:
  - a. Be a contributor to the Bank,
  - b. Be absent from work due to **major medical accident or illness or injury**, and
  - c. Have used all of his or her accumulated sick, personal, and vacation leave.

All requests for use of the Bank will be related to **major medical illness or injury** occurring after membership in the Bank.

- 3) Application for use of the NCSLB will be made to the NCSLB Committee (NCSLBC), consisting of two administrators and two employees appointed by the superintendent. The Committee will review requests and determine employee eligibility. If the Committee deems necessary, proof of illness may be required at the time of application and periodically during the granted period.
- 4) The NCSLBC will have the authority to establish operational procedures necessary to implement this program. After complete review of the application, the Committee will have the authority to make final decisions as to the disposition of the request within the parameters of the operational procedures.
- 5) The maximum number of days that may be granted **for an employee's major medical illness or injury** in any one 12-month period will not exceed 60 days. **The maximum**

number of days which may be granted in any 12-month period for immediate family members will be 30.

- 6) A threshold of 400 days will be established in the NCSLB. If the total falls below the threshold, the Committee will equally assess each member the appropriate number of days to re-establish the minimum 400 days. Sick days thus contributed will be deducted from each individuals accumulated sick leave.

If an employee wishes to discontinue participation in the NCSLB he or she must notify the Human Resources Department in writing. When membership has been discontinued, employees cannot withdraw days previously contributed.

- 7) For the purpose of determining continuing eligibility for sick leave bank days the NCSLBC will calculate the 12-month period immediately preceding the commencement of the leave as the 12-month period measured forward from the date the employee first takes sick leave bank days. If an employee does not use all of the days granted from the Bank, the unused sick leave days will be returned to the Bank.



Procedure History

**ADOPTED:**

EMT

**REVISED:** 10/8/12  
8/11/14  
6/13/16  
8/6/18

**Certified Employees**

See Collective Bargaining Agreement (Policy 5900) and ~~Policy 5805~~.

**Non-Certified Employees**

Non-certified employees may receive up to a total of three (3) days leave for personal business each fiscal work year. Employees not using their personal leave will be paid fifty percent (50%) of their daily wage for each day not used. Non-certified employees will have the option of carrying forward four unused personal leave days.

The request for personal leave must be made to the non-certified employee’s immediate supervisor and personal leave with pay may be granted contingent upon a suitable substitute being available and/or if the immediate supervisor determines that the non-certified employee’s absence will not cause an undue burden upon the educational system of the District.

If an employee does not have seven days available for the school year, an additional day may be purchased ~~at the current year certified guest teacher rate, or the employee’s daily rate,~~ at one-half of their daily rate or the current year certified guest teacher rate, whichever is less. No more than seven personal leave days may be used in one school year. Purchased personal leave days may not be rolled over to the next school year.

Personal leave will be limited to extenuating circumstances during the first two weeks of school, the last two weeks of school, or two days immediately preceding or following a school vacation



**Legal Reference:**

Policy History

**ADOPTED:** 12/09/07

TFSD

**REVISED:** 12/08/08  
07/14/09  
09/10/12  
6/13/16  
8/6/18

**Certified Employees**

See Collective Bargaining Agreement (Policy 5900).

**Non-Certified Employees**

Non-certified employees who have worked for the district longer than one full year are eligible for up to 30 days of leave for the birth or adoption of an infant in the first year of life (beginning with the first day of birth or adoption). The employee is only eligible if they have less than 30 days of sick/personal and must use available leave prior to use of maternity/paternity/adoption leave at which time the employee may acquire enough days to reach 30 days of paid leave. For each day of maternity/paternity/adoption leave acquired, the employee will receive ½ their daily rate or their daily rate less the certified sub rate, whichever is less, as compensation. Employees may be eligible for additional days off without pay according to FMLA guidelines.



**Legal Reference:**

Policy History

**ADOPTED:**

TFSD

**REVISED:**

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

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

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

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

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

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

#### GENERAL REGULATIONS:

#### **Participation Policies**

##### **Sportsmanship**

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

##### **Use of Equipment and Facilities**

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

## **Participation Standards**

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

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

## **Activities Minimum GPA Requirements**

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

Definitions:

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

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

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

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

High School grades will be pulled as follows:

Fall Sports:

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

Winter Sports:

- Check 2<sup>nd</sup> semester grades from previous year
- Check 2<sup>nd</sup> qtr. Mid-term
- Check 1<sup>st</sup> semester grades from current year
- Check 3<sup>rd</sup> qtr. Mid-term if needed

Spring Sports:

- Check 1<sup>st</sup> semester grades.
- Check third qtr. Report card
- Check 4<sup>th</sup> qtr. Mid-term

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

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

\*Eligibility for participation in spring activities will be based on the student's semester GPA from the end of the 1<sup>st</sup> semester (fall). Grades will be also checked by the coaches when tryouts begin. All students with an I, a D, or an F will be placed on Academic Probation.

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

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

Definitions:

\*Academically Ineligible - Any student who in the previous semester did not pass 6 of 8 courses will be deemed academically ineligible. Any student on academic probation who has an I (incomplete) or F for two or more consecutive grading checks in the same class will be declared academically ineligible. Academically ineligible students will not be allowed to participate in

competitive contests within their chosen activities. Students will have the opportunity to attend tutoring (see definition below) in an effort to bring their grades back up to a passing grade; if a student earns D's or above in **all** classes on their midterm/report card, he/she will be declared eligible.

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

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

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

Eligibility for participation in Fall Activities will be determined by the student's **previous semester grades GPA in the 3<sup>rd</sup> week from the start of school.** ~~Grades will be checked by coaches and Activities Director weekly with the first progress report at 3 weeks.~~ All students with an I, D, or an F will be placed on Academic Probation. **Grades will be checked by coaches and Activities Director when tryouts begin, as well as weekly for three weeks after the first three weeks of the school year as follows:**

Fall Sports:

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

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

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

- Check 1st Quarter Grades
- Check 1: 3 weeks after start of season
- Check 2: 4 weeks after start of season

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

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

Check 1st Semester Grades

Check 1: 3 weeks after start of season

Check 2: 4 weeks after start of season

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

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

#### Spring Sports - Track

Check 3rd Quarter Grades (previous quarter)

Check 1: 3 weeks after start of season

Check 2: 4 weeks after start of season

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

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

#### Other Participation Requirements

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

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

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

The following travel policy applies to extracurricular activities:

1. School District approved transportation must be used.

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

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

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

School Attendance Requirements:

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

Drugs - Alcoholic Beverages - Tobacco Products:

Use or possession of alcoholic beverages, tobacco (including the types described in Policy 3305) and/or illicit drugs by activities program participants is prohibited. The consequences will apply

as outlined in Policy 3321.

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

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

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



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

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

Policy History

**ADOPTED:** 12/08/08

EMT

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

The District has a strong commitment to the health, safety, and welfare of its students. Results of studies throughout the United States indicate that education alone, as a preventive measure, is not effective in combating substance abuse. ~~Our commitment to maintaining the extracurricular activities in the District as a safe and secure educational environment requires a clear policy and supportive programs relating to detection, treatment, and prevention of substance abuse by students involved in extracurricular activities.~~ Additional supportive programs are necessary. The District hereby authorizes the use of random student drug testing to help prevent, detect, and treat substance abuse by students.

### **Purpose**

~~The drug testing program is not intended to be disciplinary or punitive in nature. Students involved in extracurricular activities need to be exemplary in the eyes of the community and other students. It is the purpose of this program to prevent students from participating in extracurricular activities while they have drug residues in their bodies, and it is the purpose of this program to educate, help, and direct students away from drug and alcohol abuse and toward a healthy and drug free participation. No student shall be expelled or suspended from school as a result of any verified positive test conducted by his/her school under this program, other than as stated herein.~~

The purpose of random student drug testing is to promote health and safety through the following objectives:

1. Prevention: to undermine the effects of peer pressure by providing an additional reason for students to refuse to use illegal substances,
2. Intervention: to encourage students who use illegal substances to participate in rehabilitative programs.

Random student drug testing is not intended to be disciplinary or punitive in nature. No student shall be penalized academically, suspended or expelled from school, or referred to law enforcement for any verified positive result obtained through random student drug testing.

If a student is reasonably suspected of using illegal substances or alcohol during school hours or at school sponsored activities, the District's policy on student drug, alcohol and tobacco use will be followed (TFSD Policy No. 3321).

### **Scope**

~~Participation in extracurricular activities is a privilege. This policy applies to all District students in grades 6-12 who wish to participate in school sponsored activities in which a coach or supervisor of the activity is a paid position.~~

This policy requires that all District students in grades six (6) through twelve (12) who are selected for a sport, dance, or cheer team which is sponsored by the Idaho High School Activities Association (IHSAA), or an equivalent middle school team, be subject to random student drug testing. Those students will hereafter be referred to as "student athletes." Student athletes need

to be exemplary in the eyes of the community and other students. Participation in sports, dance, or cheer is a privilege, not a right; therefore, the District has the right to require a high standard of conduct for all participants.

All student athletes may be randomly selected for drug testing during their sport season, defined as the first day of practice through the last day of competition. Testing frequency will be determined by the District. Tests will be administered during regular school hours on randomly chosen school days. Testing will be conducted at each District secondary school offering sports, dance, or cheer. Collected samples may be tested for illegal substances, nicotine, and alcohol. Samples will not be screened for the presence of any other substance, nor for the purpose of identifying the existence of any disability or physical condition.

### **Mandatory Written Consent Form**

~~It is MANDATORY that each student who participates in extracurricular activities sign and return the Consent Form prior to participation in any extracurricular activity. Failure to comply will result in non-participation.~~

~~Each extracurricular participant shall be provided with the Consent Form (3400F), which shall be dated and signed by the participant and by the parent/guardian. In so doing, the student is agreeing to participate in the random drug testing program at TFSD secondary schools.~~

As a condition for participation on any sport, dance, or cheer team, the student athlete and student athlete's parent/legal guardian must consent in writing to random student drug testing. The student athlete shall be provided with the Twin Falls School District's Random Student Drug Testing Consent Form (3400F), which must be signed, dated, and returned prior to any participation. Failure to comply will result in non-participation. The consent form must be completed annually.

### **District Drug Testing Coordinator (DTC)**

The District will employ a Drug Testing Coordinator (DTC) to supervise the testing program, set up the collection environment, guarantee specimens, and supervise the chain-of-custody. The DTC will complete training from the manufacturer(s) of the testing device(s) and the contracted certified laboratory. The contracted laboratory must follow standards set by the U.S. Department of Health and Human Services and must be certified under the auspices of the Clinical Laboratory Improvement Act (CLIA).

### **Random Selection Process**

The principal/administrative designee at each District secondary school offering sports, dance, or cheer will maintain a numbered list of all current student athletes. On the day of testing, the principal/administrative designee will provide the District ~~Drug Testing Coordinator~~ (DTC) with the total number of students on the list. The DTC will use a random number generator to select a District determined percentage of numbers from the list. A student athlete is selected for testing

if his/her number on the list is randomly generated. Each testing day all of the numbers on the list will be eligible for selection; therefore, it is possible that a student athlete may be selected for testing several times during the season or not at all. An alternate number will be generated in the event that a selected student athlete is verified absent. A student athlete determined to be in violation of this policy will be ineligible for random selection until the completion of the consequence.

### Testing Procedures

- ~~1. The selection of participants to be tested will be done randomly by the principal/administrative designee, and selections will be made from time to time throughout the school year. Names will be drawn from one (1) large pool of those agreeing to be tested.~~

~~Testing may occur on a different day, Monday through Saturday. This variable schedule will keep students conscious of the possibility of being tested at any time during the year. Each student will be assigned a number that will be placed in the drawing.~~

- ~~2. If the student shows signs of reasonable suspicion, the principal/administrative designee may call the student's parent/guardian and ask that the student be tested. Factors will include, but are not limited to, excessive discipline problems and/or excessive absences from school. Also, a parent/guardian may request testing of his/her student.~~
- ~~3. No student will be given advance notice or early warning of the testing. In addition, a strict chain of custody will be enforced to eliminate invalid tests or outside influences.~~
- ~~4. Upon being selected for a urinalysis test under this policy, either by random draw, reasonable suspicion, request of a parent/guardian, or a follow-up test, a student will be required to provide a sample of fresh urine, according to the quality control standards and policy of the laboratory conducting the urinalysis.~~
- ~~5. All students will remain under school supervision until they have produced an adequate urine specimen. If unable to produce a specimen, the student will be given up to twenty-four (24) ounces of fluid. If still unable to produce a specimen within two (2) hours, the student will be taken to the principal's office and told he/she is no longer eligible for any of the extracurricular activities. In addition, the parents/guardian will be telephoned and informed the student is unable to produce a sample for the testing procedure and that he/she may be tested at a later date to be reinstated for eligibility.~~
- ~~6. There is a head strip on each of the specimen bottles, indicating the validity of the urine specimen by temperature. All specimens registering below 90.5 degrees Fahrenheit will be invalid. If this occurs, another specimen must be given by the student.~~
- ~~7. If it is proven that tampering or cheating has occurred during the collection, the student will become ineligible for all the extracurricular activities for the remainder of the school year. This will be reported to the parent/guardian.~~

8. ~~Immediately after the specimen is taken, the student may return to class with an admit slip or pass with the time he/she left the collection site. The principal/administrative designee must time and sign the pass.~~
9. ~~The specimens will then be turned over to the testing laboratory, and each specimen will be tested for alcohol, nicotine, and street drugs (which may include all drugs listed as controlled substances under the laws of the State of Idaho). Also, performance enhancing drugs such as steroids may be tested.~~
10. ~~The laboratory selected must follow the standards set by the Department of Health and Human Services. It must be certified under the auspices of the Clinical Laboratory Improvement Act (CLIA) and the Joint Commission of Accreditation of Healthcare Organizations (JCAHO).~~

### Chain of Custody

1. ~~The certified laboratory will provide training and direction to those who supervise the testing program, set up the collection environment, and guarantee specimens and supervise the chain of custody. To maintain anonymity, the student's number, not name, will be used.~~
2. ~~The principal/administrative designee will be responsible for escorting students to the collection site. The student should bring all materials with him/her to the collection site and should not be allowed to go to his/her locker. (The administrator should not bring all the students drawn from the pool to the collection site simultaneously. Calling four (4) or five (5) students at a time allows the collections to be carried out quickly and will not cause students to wait a long time, thereby creating a loss of important time from class. Athletes may be called after school, perhaps during practice time.)~~
3. ~~Before the student's urine is tested by the laboratory, students will agree to fill out, sign, and date any form which may be required by the testing laboratory. If a student chooses, he/she may notify the administrator that he/she is taking a prescription medication.~~
4. ~~A sanitized kit containing a specimen bottle will be given to each student. The bottle will remain in the student's possession until a seal is placed upon the bottle. The student will sign that the specimen has been sealed. The seal may be broken only by the lab testing the specimen.~~
5. ~~If the seal is tampered with or broken after leaving the student's possession and prior to arriving at the lab, the specimen is invalid. The student will be called again as soon as possible. The student will remain eligible for extracurricular activities subsequent to a retest.~~

6. ~~The supervisor obtaining the urine specimen will be of the same gender as the student. Students will be instructed to remove all coats and wash their hands in the presence of the supervisor prior to entering the restroom. The door will be closed so that the student is by himself/herself in the restroom to provide a urine specimen. The supervisor will wait outside the restroom. The student will have two (2) minutes to produce a urine specimen. The commode will contain a blue dye so the water cannot be used to dilute the sample. The faucets in the restrooms will be shut off.~~
7. ~~After it has been sealed, the specimen will be transported to the testing laboratory by lab personnel. The testing laboratory will report the results to the principal/administrative designee.~~
8. ~~In order to maintain confidentiality, the container which contains the urine specimen to be tested will not have the name of the student on the container. Instead, the student's random identification number will appear on the container. Also, the results sheet for the urinalysis will be mailed to the principal/administrative designee with no name attached; only the student's random identification number will appear on the results sheet.~~

## **Testing**

Testing will follow best practice standards and protocols for non-regulated drug testing. Careful chain-of-custody procedures, two-step specimen testing, and Medical Review Officer (MRO) review will ensure that verified positive results are legally valid. The District will conduct random student drug testing by urinalysis using the following collection procedures and specimen analyzation.

## **Collection Procedures**

1. The DTC will set up the collection site. The faucets will be taped off. Water sources will contain blue dye so the water cannot be used to dilute the sample. The restrooms will be secured for drug testing use only.
2. The DTC and the principal/administrative designee will complete the random selection process.
3. The principal/administrative designee will call for the selected student athletes. Not all the student athletes should be called simultaneously. The principal/administrative designee will call two (2) student athletes initially. When one student athlete completes testing, the next student athlete will be called to reduce loss of class time.
4. The student athlete should report promptly and directly to the principal/administrative designee. No access to lockers or restrooms will be allowed.
5. The principal/administrative designee will escort the student athlete to the DTC at the collection site. The DTC will begin the Custody and Control Form (CCF) provided by the laboratory. The CCF bears an assigned specimen identification number which will be used to

identify the student athlete and his/her specimens. Only the DTC shall know the assigned number for each student athlete selected for testing.

6. The student athlete will set aside all coats and bags and clean their hands with hand sanitizer in the presence of the DTC prior to entering the restroom. The DTC will open the sealed foil pouch containing the test cup and instruct the student athlete on appropriate urine collection. The student athlete will be instructed to refrain from using the faucet(s) or flushing the toilet(s).
7. The student athlete will enter the secure restroom facility alone. The DTC will remain outside the restroom facility, maintaining its security during student use. The DTC may listen for sounds of normal urination and water usage within the facility.
8. The student athlete will exit the secure restroom facility and deliver the fresh urine specimen to the DTC. The student athlete will clean their hands with hand sanitizer.
9. The DTC will note the time of collection and will assess the validity of the urine specimen, according to the temperature and adulteration strips included in the test cup. The DTC will read the results of the immunoassay screen included in the test cup.  
Collection problems will be handled as follows:  
FAILED TEMPERATURE: If the temperature registers outside of the acceptable range, the specimen is invalid. The student athlete must produce another specimen using a new test cup.  
ADULTERATION: If adulteration is suspected, the student athlete must produce another specimen using a new test cup.  
FAILED CONTROL: If no line appears in the control area, the result is invalid. The DTC must repeat the test using a new test cup.  
SHY BLADDER: If the student athlete is unable to produce a specimen or produces an insufficient quantity of a specimen, he/she will remain under supervision until an adequate urine specimen is produced. The student athlete may be given one (1) liter of fluid. If still unable to produce a specimen within two (2) hours, the student athlete may be subject to the consequences outlined in this policy as determined by the administration.
10. The DTC will open the sealed collection kit provided by the laboratory. The student athlete will watch the DTC pour the specimen from the test cup into the specimen bottles, place the caps on the specimen bottles, and affix the seals to the specimen bottles. The DTC will date the seals. The student athlete will initial the seals. The seals come from the CCF and contain a barcode with the student athlete's specimen identification number. This number shall be the means for identifying the specimens by all laboratory personnel. It will also be used by the laboratory and the medical review officer to report results.
11. The DTC will complete and sign the CCF. The student will also sign the CCF. The DTC will place the sealed specimen bottles in the leak-proof plastic bag provided by the laboratory. The DTC will give the student athlete his/her copy of the CCF as well as an informational page describing the analyzation of the urine sample.
12. The student athlete will leave the collection site and return to the principal/administrative designee, who will time and sign a pass to return the student athlete to class. The principal/administrative designee will send for the next student athlete.

13. The DTC will discard the test cup and any excess urine specimen. The DTC will flush the toilet, apply blue dye to any water source, and secure the restroom facility for the next student athlete.

14. Once all of the day's samples are collected, the DTC will use the results of the immunoassay screen included in each test cup to determine if the sample will be sent to the laboratory for further testing. All samples with a negative result will be disposed of at the school. All samples indicating a non-negative result will be sent to the laboratory following strict chain-of-custody procedures.

**BROKEN SEAL:** If the seal is broken prior to arriving at the laboratory, the specimen is invalid. The student athlete will remain eligible for participation and will be retested on the next testing day.

### **Specimen Analyzation**

Urinalysis results will be determined by two-step testing and verification by a MRO. The initial test will be performed on-site using an immunoassay test incorporated in the testing device. The immunoassay test detects the presence or absence of a drug above a given cut off concentration level. Samples which produce negative results will be discarded. Samples which produce non-negative results will be sent to a laboratory to be analyzed by gas chromatography/mass spectrometry (GC/MS). A GC/MS test is used to confirm and quantify the presence of a drug. Samples which produce negative results at the laboratory will be discarded. Samples which are confirmed non-negative at the laboratory will be reviewed by the MRO. The MRO is a licensed physician responsible for reviewing laboratory results and evaluating medical explanations for such results. The student athlete's parent/legal guardian will be contacted by the MRO to determine if there is a legitimate medical explanation for a non-negative result, such as appropriate medication use. If the MRO confirms that there is a valid medical explanation for a non-negative result, the result will be reported as negative. If not, the result will be reported as a verified positive result.

### **Test Results**

No results will be given at the time of testing. The results of negative tests will not be disclosed to protect the identity of all student athletes being tested. The DTC will receive reports from the laboratory and the MRO on specimens sent to the laboratory for further testing. When the MRO releases the report of a verified positive result to the DTC, the DTC will notify the principal/administrative designee of a student athlete's verified positive result. Information on a verified positive result will be shared on a strict need-to-know basis with designated District personnel. The results of drug tests pursuant to this policy will not be documented in any student athlete's academic records. Thirty (30) days after the end of the school year, all records of negative results will be destroyed. Verified positive results will be retained in a secure location with limited access for up to four (4) years.

### **Verified Positive Results**

The principal/administrative designee will meet with the student athlete and student athlete's parent/legal guardian to discuss the consequences of a verified positive result.

The student athlete or student athlete's parent/legal guardian may appeal the test results by requesting that the urine specimen be retested by the District's contracted laboratory or another District approved laboratory. The cost of the retest will be the responsibility of the student athlete or student athlete's parent/legal guardian. The student athlete will be ineligible for participation until the results of the appeal have been reported.

### Test Results

- ~~1. This program seeks to provide needed help for students who have a verified positive test. The students' health, welfare, and safety will be the reason for preventing students from participation in extracurricular activities.~~
- ~~2. The principal/administrative designee will be notified of a student testing positive (that is, if the test shows that drug residues are in the student's system after using at least two (2) different types of analyses). The principal/administrative designee will notify the student and his/her parent/guardian. The student or his/her parent/guardian may submit any documented prescription, explanation, or information that will be considered in determining whether a positive test has been satisfactorily explained.~~
- ~~3. In addition, the student or parent/guardian may appeal by requesting that the urine specimen be tested again by the certified laboratory at a cost to the student or his/her parent/guardian.~~
- ~~4. If the test is verified positive, the principal/administrative designee will meet with the student and his/her parent/guardian at the school. The student and parent/guardian will be given the names of counseling and assistance agencies that the family may want to contact for help. The student will be prevented from participating in extracurricular activities until after a follow-up test is requested by the principal/administrative designee and the results are reported.~~
- ~~5. A follow-up test will be requested by the principal/administrative designee after such an interval of time that the substance previously found would normally have been eliminated from the body. If this follow-up test is negative, the student will be allowed to resume extracurricular activities. If a second positive result is obtained from the follow-up test or any later test of that participant, the same previous procedure shall be followed. In addition, the District reserves the right to continue testing, at any time during the remaining school year, any participating student who tested positive and did not make satisfactory explanation.~~
- ~~6. Information on a verified positive test result will be shared on a need-to-know basis with the student's coach or sponsor. The results of negative tests will be kept confidential to protect the identity of all students being tested.~~

7. ~~Drug testing result sheets will be returned to the principal/administrative designee, identifying students by number and not by name. Names of students tested will not be kept in open files or on any computer. Result sheets will be locked and secured in a location to which only the principal/administrative designee has access.~~

### **Consequences**

Any student who refuses to be tested, deliberately avoids testing, impedes or tampers with the testing process, or has a verified positive result will be in violation of the TFSD Random Student Athlete Drug Testing Policy. Violations will be cumulative from sixth (6<sup>th</sup>) to eighth (8<sup>th</sup>) grade and from ninth (9<sup>th</sup>) to twelfth (12<sup>th</sup>) grade within the Twin Falls School District. Consequences for violation of the policy are as follows.

**FIRST VIOLATION:** The student athlete and student athlete's parent/legal guardian may choose one of the following two (2) options. Failure to select an option within seventy-two (72) hours shall be deemed selection of Option 2.

Option 1: This option contains three (3) parts.

Part A: SUSPENSION

The student athlete will be suspended from at least 20% of the season contests.

If 20% of the season is not remaining, the suspension will be applied to the next season.

The student athlete may practice but will not dress for contests or travel with the team.

Part B: INTERVENTION

The student athlete will participate in an appropriate intervention program as determined by the District Student Assistance Specialist.

Part C: FOLLOW-UP TEST

The student athlete must produce a negative follow-up drug test to regain eligibility.

The MRO will determine the appropriate time frame for the follow-up test.

Option 2: The student athlete will complete a forty (40) day suspension from the team. During this time the student athlete will not practice or compete with the team. The student athlete must produce a negative follow-up drug test to regain eligibility.

**SECOND VIOLATION:** The student athlete will complete a forty (40) day suspension from the team. During this time the student athlete will not practice or compete with the team. The student athlete must comply with all intervention recommendations made by the District Student Assistance Specialist. The student athlete must produce a negative follow-up drug test to regain eligibility.

**THIRD VIOLATION:** The student athlete will no longer be eligible to participate in athletics. The student athlete will be encouraged to participate in any intervention recommendations made by the District Student Assistance Specialist.

### **Financial Responsibility**

1. ~~Under this policy, the District will pay for all initial random drug tests, all initial reasonable suspicion drug tests, and all initial follow-up drug tests. (Once a student has a verified positive test result and has subsequently tested negative from a follow-up test, any future follow-up drug test that must be conducted will be paid for by the student or his/her parent/guardian.)~~
2. ~~A request on appeal for another test of a positive urine specimen is the financial responsibility of the student or his/her parent/guardian.~~
3. ~~Counseling and subsequent treatment by non-school agencies are the financial responsibility of the student or his/her parent/guardian.~~

### Confidentiality

~~Under this drug testing program, any staff, coach, or sponsor of the District who may have knowledge of the results of a drug test will not divulge to anyone the results of the test or the disposition of the student involved, other than in the case of a legal subpoena being made upon that person in the course of a legal investigation. Once again, this will underscore the District's commitment to confidentiality with regard to the program.~~

### **Confidentiality**

The District respects the privacy of its student athletes and shall maintain confidentiality regarding all random student drug testing. The results will only be released to designated District personnel. All records and subsequent actions shall be kept in a file separate from the student athlete's academic file. Any District personnel with the knowledge of the results of a drug test will not divulge to anyone the results of the test or the disposition of the student athlete involved, other than in the case of a legal subpoena being made upon that person in the course of a legal investigation. The District personnel will not release the records of individual drug and alcohol tests or any resulting action to anyone other than the student athlete and/or student athlete's parent/legal guardian without written authorization from the student athlete and/or student athlete's parent/legal guardian.

### **Financial Responsibility**

Initial random drug tests, initial follow-up drug tests, and all administrative fees necessary to implement this policy are the financial responsibility of the District.

A request on appeal for another test of a positive urine specimen is the financial responsibility of the student athlete or student athlete's parent/legal guardian.

Counseling and subsequent treatment by non-school agencies which may be recommended by the District Student Assistance Specialist are the financial responsibility of the student athlete or student athlete's parent/legal guardian.

Other Rules

~~Apart from this drug testing program, the Idaho High School Activities Association (IHSAA) and the coaching staff/sponsor of each sport/activity have their own training rules and requirements. Coaches/ sponsors have the necessary authority to enforce those rules. Any student who violates a rule or requirement as a member of a team or activity will be subject to the consequences as defined in those rules and requirements.~~



**Legal Reference:** Vernonia School District 47J v. Acton, 515 U.S. 646 (1995)  
Todd v. Rush County, 139 F.3d 571 (7th Cir.), cert. Denied, 119 S.Ct. 68 (1998)

Policy History

**ADOPTED:** 8/11/14

ISBA

**REVISED:** 6/11/18

**EXTRACURRICULAR CONSENT FORM**  
**TWIN FALLS SCHOOL DISTRICT**  
**RANDOM STUDENT ATHLETE DRUG TESTING**  
**CONSENT FORM**

~~I have received and have read and understand a copy of the Twin Falls School District's "Extracurricular Activities Drug Testing Program" policy. I desire that (student name) \_\_\_\_\_ participates in this program and in the extracurricular program of Twin Falls School District and hereby voluntarily agree to be subject to its terms for the entire secondary career (grades 6-12). I accept the method of obtaining urine specimens, testing, and analyses of such specimens and all other aspects of the program. I agree to cooperate in furnishing urine specimens that may be required from time to time. \_\_\_\_\_ I further agree and consent to the disclosure of the sampling, testing, and results provided for this program.~~

The Twin Falls School District uses random student drug testing to help prevent, detect, and treat substance abuse by students. I understand that consent to random student drug testing is a condition for participation in sports, dance, or cheer. I hereby agree to be subject to the terms of the District's Random Student Athlete Drug Testing policy (TFSD Policy No. 3400).

I accept the methods outlined in the policy for random selection, collection and analyzation of urine specimens, and report of results. Inherent to the random selection process, I may be tested several times during a season or not at all. If randomly selected, I agree to provide a urine specimen according to the collection procedures outlined in the policy. I understand that as part of the analyzation of non-negative results the parent/legal guardian may be contacted by a Medical Review Officer (MRO) to discuss the student athlete's medication use.

I authorize the release of information concerning the results of any random student drug test to the Twin Falls School District. This consent is given pursuant to all state and federal statutes and

is a waiver of rights to nondisclosure of such test records and results only to the extent of the disclosures in the program policy.

This consent form will be valid for the current academic year.

\_\_\_\_\_  
Student Athlete (Please Print) Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Student Athlete Signature Parent/Legal Guardian Signature

\*\*\*\*\*

I, \_\_\_\_\_, have decided not to participate in any extracurricular activities sponsored by Twin Falls School District for the remainder of this school year. In order for me to participate in the extracurricular activity program at a later date, I understand that I must submit to urinalysis.

\_\_\_\_\_  
Student Signature Parent/ Guardian Signature

\_\_\_\_\_  
Student Signature Date

\_\_\_\_\_  
Parent/Guardian Signature Date

District and school administration will monitor the National Weather Service and will initiate notifications and communication throughout the district when poor air quality, lightning, or severe weather is present. These conditions can change rapidly, and employees should keep a close eye on changing weather conditions to be prepared to take action if necessary. This policy applies to all Twin Falls School District outdoor events on or off school campus including recess.

### **Air Quality**

To determine air quality, district administration will utilize the closest Department of Environmental Quality (DEQ) monitoring station to the school or event. If an event is being held in a location that is between multiple monitoring stations, an average of those station's air quality will determine the air quality for the location.

**Air Quality 51 to 100:** Outdoor activities are permissible, paying close attention to those students that are unusually sensitive to air pollution.

**Air Quality 101 to 150:** Outdoor activities are permissible only when additional rest periods are provided for students. Administration will confer with the school's Athletic Trainer, Certified (ATC), school nurses, or other medical personnel to determine appropriate additional rest periods. School personnel will closely monitor all students, particularly those groups that are sensitive to poor air quality.

**Air Quality over 150:** All students and staff will remain indoors, and outdoor activities are not permissible. In the event an activity has begun and during the event the air quality rises above 150 all participants will be moved indoors until the air quality decreases to below 150 or the event will be cancelled or postponed as determined by district administration in charge of the event. Prior to a scheduled outdoor event, when air quality is over 100, the administration may determine to postpone, move, or cancel the outdoor activity.

### **Lightning**

Administrators will monitor lightning activity during outdoor events. When lightning-detection devices or mobile apps are available, this technology can be used to determine the proximity of lightning strikes. However, hearing thunder and seeing lightning should take precedence over lightning-detection devices or mobile apps and play shall be suspended. In the event that thunder is heard, a cloud-to-ground lightning bolt is seen, the leading edge of the thunderstorm is close enough to strike the event location, or a lightning strike has occurred within a 10-mile radius as determined by a lightning-detection device, within the previous 30 minutes during an outdoor event, administration will direct all students, staff, and spectators to move indoors and remain indoors. Upon administrative approval, the outdoor event will convene once there has not been a lightning strike within a 10-mile radius within the previous 30 minutes.

### **Hazardous Weather**

In the event a hazardous weather condition, as determined by the National Weather Service, has been identified in the area of an outdoor activity, all students and staff will be moved indoors and remain indoors until the National Weather Service has determined the hazard has passed and the administration has determined it is safe to return outdoors. Administration will keep in mind that during one of these events there may be power outages, downed power lines, floods, etc. which would make it unsafe to return outdoors. Students and staff shall stay away from windows and exterior doors during a hazardous weather event and remain by an interior wall. Hazardous conditions, such as tornados/thunderstorms/severe wind, can develop in seconds and not allow for formal means of communication. In the event an employee feels that weather is immediately threatening, they will instruct students, employees, and others to take immediate cover near an interior wall indoors.

### **Extreme Temperatures**

In the event of extreme cold and/or high wind, Administrators may move all students and staff indoors. When the combined wind speed and actual air temperature create a wind chill index of 10 degrees Fahrenheit or below administrators will keep students inside for recess time and will allow students to enter the building before school has commenced, after an acceptable drop off time as determined by school administrators. In addition, administrators may keep students inside during recess if the student is not dressed appropriately for the current weather conditions.



### **Policy History**

**ADOPTED:**

**REVISED:**

The District is governed by a Board of Trustees consisting of five (5) members. Each member is to represent a different trustee zone unless a trustee was appointed at-large to fill a Board vacancy. The Board’s powers and duties include the broad authority to adopt and enforce all necessary policies for the management and governance of the public schools. Except as otherwise provided by law, trustees shall hold office for terms of four (4) years until ~~July~~ **January** 1 of the year in which trustee’s term expires.

All trustees shall participate on an equal basis with other members in all business transactions. Official action by Board members must occur at a duly called and legally conducted meeting. A meeting of the Board means convening to make a decision or to deliberate toward a decision on any matter.

School board members, as individuals, have no authority over school affairs or personnel, except as provided by law or as authorized by the Board.



- Legal Reference:**
- I.C. § 33-313 Trustee Zones
  - I.C. § 33-501 Board Of Trustees
  - I.C. § 33-504 Vacancies On Boards Of Trustees
  - I.C. § 67-2341 Open Public Meetings – Definitions

Policy History

**ADOPTED:** 8/11/14

ISBA

**REVISED:**

The District shall ensure that all students in grades 9 through 12 have the opportunity to take at least one computer science course during normal instructional hours at the school at which they are enrolled.

Such courses shall be aligned with the Idaho content standards for computer science and may be delivered online, in person, or via a combination of both forms of instruction.



**Legal Reference:** I.C. § 33-1634 Computer Science  
IDAPA 08.02.03.105.01. Credit Requirements

Policy History

**ADOPTED:**

**REVISED:**

The District recognizes that crowdfunding is a useful tool to assist teachers and other employees in the procurement of funding for specific projects and/or programs. Crowdfunding campaigns have been used with great success to provide revenues for such benefits as classroom supplies, educational programs, activities, and community advancement. However, the District also recognizes that unregulated use of employee crowdfunding campaigns that are administered on behalf of the District or an individual school or classroom within the District can subject the District and employees to legal liability.

### Purpose

The purpose of this policy is to ensure that crowdfunding campaigns administered by employees in their capacity as District employees or on behalf of the District or to supplement any District programs are effectively regulated and are appropriately used to further the District's objectives and mission.

### Definitions

"Crowdfunding campaign" means the practice of raising funds to meet an advertised goal or need by soliciting funds from a large number of people, typically via the Internet.

### Prohibition on Unapproved Crowdfunding on Behalf of the District

District employees, including teachers, coaches, staff and paraprofessionals, may not engage in crowdfunding campaigns in their official capacity as a District employee, on behalf of the District or for the benefit of a District program or activity, without notifying the finance department at the district office and obtaining prior written authorization from the building administrator.

Employees who have not obtained prior written approval pursuant to this policy may not:

1. Solicit funds or items on behalf of the District or an individual school or classroom within the District on a crowdfunding website;
2. Give the appearance of soliciting funds or items on behalf of the District on a crowdfunding website;
3. Use the District's name, logo, mascot, or other identifying information in a crowdfunding post;
4. Link to or reference any of the District's websites or social media sites; or
5. Link to or reference any other sites, platforms, or accounts associated with the District.

Absent prior written approval by the District of a crowdfunding project pursuant to this policy, employees are prohibited from providing any information that would lead a reasonable person to conclude that the funds identified on the crowdfunding website are to be used by the District or for any District purpose or program.

## Procedures

Employees wishing to utilize crowdfunding for District purposes or programs are required to obtain written permission to do so by submitting a Crowdfunding Request Form, to the building administrator. Written permission must be received before launching any crowdfunding web page or effort.

It shall be the responsibility of building administration to approve or deny all crowdfunding requests and inform the district finance department. Crowdfunding requests that are incomplete, not submitted in writing, and/or do not meet the requirements of this policy shall not be considered for approval. Information required to be included in the crowdfunding request includes:

1. The name, job title, school, and contact information for the person overseeing the campaign;
2. The crowdfunding website to be used;
3. The items requested and/or the amount of funds targeted to be raised;
4. The classroom, program, and/or activity to be benefited;
5. The exact language that will be included in the post and/or advertising for the crowdfunding campaign; and
6. The start and projected end dates of the post and/or advertising.

## Guidelines for Crowdfunding

1. All crowdfunding campaigns involving classroom materials, projects, or resources must be consistent with the District-approved curriculum;
2. Before the building administration accepts technology related items, the building administration is responsible for confirming acceptability with the building IT technician;
3. All crowdfunding campaigns, including the solicitation of donations, online posting, selection of items, and/or use of funds must be consistent with all applicable laws and District policies;
4. All crowdfunding campaigns must have specific, pre-determined beginning and ending dates; and
5. To the extent that physical property and not funds are solicited, such property shall be delivered directly to the building administrator of the building where the items are to be used and shall be deemed District property, subject to District policies concerning the use and disposal of District property.

Crowdfunding campaigns may not:

1. Include personally identifying information of any District student or otherwise focus on any identifiable student or groups of students;
2. Include pictures of District students on the crowdfunding website or post any personal or biographical information about any individual student or students on the website absent prior written approval from the student's parent/guardian;
3. Reveal any confidential information concerning student academic or disciplinary records, personal confidences, health or medical information, family status or income, or assessment or testing results;
4. Reveal any confidential information about colleagues obtained through employment practices;
5. Disparage the District or any of its buildings, programs, students, or employees or paint the District or any of its employees, students, or programs in a negative light;
6. Be used for personal gain to the teacher or to any individual other than the District-related benefits associated with the campaign's purpose;
7. Result in funds and/or items being provided or delivered directly to the individual who requested the funds;
8. Solicit funds for items or projects that are religious or political in nature or that have a religious or political purpose;
9. Violate Title IX or any other applicable state or federal law;
10. Be contingent on additional District spending or require "matching" funds from the District or another organization;
11. Request food items that do not meet the "smart snacks" standards of the USDA regulations for school nutrition; or
12. Contain language that suggests or states that an item or items for which the donations are being sought are required for or otherwise integral to a student's special education program, necessary for a student to achieve his or her IEP goals, or necessary to ensure participation of a student or students with disabilities in school or any program offered by the District.

#### Requirements for Crowdfunding Sites

All crowdfunding sites that are approved by the District must meet all of the following requirements:

1. The site must be operated by a legitimate corporation or limited liability company with no significant history of fraud, unlawful activity, financial mismanagement, or other misconduct; and

### Additional Requirements and Regulations

Where a crowdfunding campaign requires the electronic transfer of funds, the building administrator in consultation with the Director of Fiscal Affairs shall ensure that such transfer is made properly and in accordance with acceptable standards of practice. Where such transfer cannot be properly achieved, the campaign should not be approved.

The District reserves the right to refuse funds that have been raised through an approved crowdfunding campaign if it discovers that the project violated this policy or was in violation of the crowdfunding site's requirements, policies, or regulations.

The District reserves the right to terminate any pre-approved crowdfunding campaign for any reason or withhold approval for any crowdfunding campaign project for any reason.

### Delegation of Responsibility

The Superintendent or designee shall ensure that procedures and guidelines are in place to monitor all crowdfunding requests. Building administrators will be responsible for forwarding all information to his/her staff. Building administrators are responsible for reviewing all crowdfunding requests and determining the appropriate response. The building administrator or designee shall review any ongoing crowdfunding campaigns to ensure compliance. The District's Director of Fiscal Affairs shall ensure the proper recording and accounting of any funds or items received through a crowdfunding campaign and shall be notified of any unused funds. The Director of Fiscal Affairs shall determine the most appropriate method of expending or returning any unused funds. These duties are intended as a guideline and in no way establish liability on the part of the District if a crowdfunding campaign fails to comply with District policies, state or federal law.



### Policy History

**ADOPTED:**

**REVISED :**

The Board of Trustees has the legal responsibility of hiring all employees. The Board assigns to the Superintendent the process of recruiting staff personnel. The Superintendent may involve various administrative and teaching staff as may be needed in recruiting potential personnel. All personnel selected for employment must be recommended by the Superintendent or designee and approved by the Board. All personnel selected for employment must also go through the applicable screening process outlined in Idaho Code 33-1210.

To aid in obtaining quality staff members, the following non-exclusive list of factors will be considered, along with any other factors relevant to the position: qualifications, training, experience, personality, character, and ability to relate well with students. Every effort will be exerted to maintain wide diversity in staff experience and educational preparation. However, the welfare of the children of the District will be a paramount consideration in the selection of teachers and administrators.

This policy may be made available to any District employee or person seeking employment with the District.

### **Guidelines**

1. There will be no discrimination in the hiring process. See Policy 5120.
2. Applicants for teaching positions shall provide evidence of meeting State requirements for certification and sign a statement authorizing current and past school district employers, including those outside the state of Idaho, to release to the District all information relating to job performance or job related conduct, and making available to the District copies of all documents in the applicant's previous personnel files, investigative, or other files. Such statement will also release the applicant's current and past employers from any liability for providing such information and documentation. Applicants who do not sign the statement/release shall not be considered for employment. The District will consider information received from current and past school district employers only for the purpose of evaluating applicants' qualifications for employment in the position for which they have applied and no one shall disclose such information to anyone, other than the applicant, who is not directly involved in the process of evaluating the applicants' qualifications for employment. Applicants may be employed on a non-contracted provisional basis as allowed by law. Applicants shall not be prevented from gaining employment if current or past out-of-state employers are prevented from or refuse to cooperate with the District's request. See Forms 5100F1 and 5100F2.
3. Applicants for high school and middle school positions should have a major or its equivalent in the specific teaching field(s). Elementary applicants should have a major or its equivalent in elementary education or in the special area of assignment(s). Applicants for specific teaching positions shall also meet the applicable State standards.

4. When considering coaching assignments in secondary schools, preference for hiring will be given to a qualified certificated professional employee in the school where the coaching vacancy exists. The Building Principal will be responsible for assuring that all qualified and interested applicants within the building have been given consideration. Giving such individuals consideration does not mean that such an individual will necessarily be retained for a coaching position or that another individual may not receive the position who is not an employee of the building in question.
5. As required in Idaho Code 65-505, the District will observe preference for veterans and disabled veterans when considering hiring employees to fill vacancies, selecting new employees, or implementing a reduction in force.
6. As required in Idaho Code 33-130 and 33-512(15), the District will conduct a criminal history check for applicable positions. See Policy 5110.
7. Each newly hired employee must complete an Immigration and Naturalization Service form, as required by federal law.

The employment of any certified staff member is not official until the contract is approved by the Board and signed by both the Board Chairman and the applicant.

To assist administrators in compliance with the above policy for the hiring of professional staff, the following guidelines shall be utilized:

The Superintendent shall develop procedures for the posting of available positions within the District.

## **I. Job Vacancy Notices**

Any notice from Twin Falls School District will contain the following information:

- A. Position available and job description.
- B. Requirements for completed application, as applicable for position, include but are not limited to: 1) completed District application form; 2) official transcript of all university or college credits; 3) placement center file; 4) personal resume; 5) verification or eligibility of Idaho certification; and 6) signed statement/release for current and past school district employers.
- C. Timeline for receiving application.
- D. Notification process of how applications will be handled.

## **II. Application Procedures**

It will be the responsibility of any applicant to provide the information listed in I. B. above.

- A. Such information must be received prior to the cutoff date for receiving applications as specified in the vacancy notice.
- B. It will be the discretion of the Superintendent, the appropriate administrator, and the building administrator to determine whether such deadlines should be extended to accommodate individuals where placement center files, transcripts or other materials are not yet received by the District for consideration. Such time extension will be restricted to a reasonable time frame.
- C. In addition to the certification information provided by the applicant, the District will also request from the Office of the Superintendent of Public Instruction verification of certification status, any past or pending violations of the professional code of ethics, any detail as to any prior or pending conditions placed upon a certificate holder's certificate, any prior or pending revocation, suspension or the existence of any prior letters of reprimand and information relating to job performance.
- D. Upon receipt of the statement releasing information from prior school district employers, as required by I. C. 33-1210, such statement shall be sent to the prior employers with a request for release of information and documentation to be provided as required by that section.

Because responses to such requests may take up to twenty days, or possibly more for out-of-state school district employers, information received pursuant to such request may be reviewed prior to or after interviews have been concluded, at the discretion of the District. Where possible, such information should be utilized as part of the screening process. However, due to considerations of time, such early review may not be possible, and such information received pursuant to this process may be reviewed or utilized up to any time prior to offering employment to an applicant.

### **III. Preliminary Screening**

- A. At either the time the job vacancy is published, or prior to the conclusion of the application period, the building or program administrator will provide notice to the appropriate administrator of the desired number of qualified individuals to be included in the "screening pool". The screening pool shall be defined as the number of individuals having completed applications that may be submitted to the building or program administrator for final screening.
- B. Should the building or program administrator desire to have applicants prioritized, he/she shall make such known to the appropriate administrator who will provide the prioritized list of a number consistent with the pool.

### **IV. Screening**

- A. The building or program administrator may establish a committee to assist in the final screening process.
- B. The committee, upon receiving the written applications from the appropriate administrator will review those applications to:
  - 1. Determine those most suited to the position;
  - 2. Make personal telephone contact with one or more references submitted by the applicant;
  - 3. Contact individuals who might know the candidate, but were not listed as references, if needed; and
  - 4. Invite the top candidates to be interviewed for the position.
- C. The committee will establish the procedures at the building or program level for interviewing the successful applicants.
- D. For those applicants who have no prior public school work experience or whose out-of-state former employers will not release documentation requested pursuant to I.C. § 33-1210, the screening committee or administrator may engage in whatever background checks it deems appropriate, but at a minimum shall verify all prior work experience and educational achievement listed by the applicant as the committee or administrator deems appropriate, preferably by contacting the prior employers and/or educational institutions listed by the applicant, and shall communicate with every person listed as a reference by the applicant.
- E. Upon determining the qualified applicant, the building administrator will submit to the Superintendent or designee the written recommendation for the applicant to be offered a contract.

**V. Acceptance Procedure**

Once the Committee or administrator has selected the final candidate, the name will be provided to the Superintendent or designee who will review the applicant's credentials with the building/program administrator. If the Superintendent or designee concurs with the recommendation, the Superintendent or designee will:

- A. Authorize a statement of intention to employ, pending Board approval, to be made to the candidate.
  - 1. If, at the time the statement of intention to employ is made, the District has not yet received documentation requested pursuant to I.C. 33-1210(3), the District may provisionally employ such applicant on a non-contracted basis for up to thirty (30)

days after receipt of the documentation. Within that thirty-day time period, the Board may issue a written statement to the applicant identifying why a standard contract will not be issued and specifying which information justifies such decision. The Board may not identify any reason for non-issuance of a standard contract not based on the documentation received. If, within thirty (30) days from the receipt of the information requested pursuant to I.C. 33-1210(3) no contract is issued or the written statement of non-employment is not provided to the applicant, the employee will be deemed to be employed pursuant to a Category I contract. During this provisional employment, the applicant shall be provided the same compensation and benefits as if the employee had been employed on a standard certificated contract.

2. If no documentation is received from out-of-state employers, the District may employ the applicant on a standard Category I contract without utilizing the provisional, non-contracted employment.

B. Upon receiving a verbal or written statement of intention to accept employment, pending Board approval, by the candidate, the Superintendent or designee will prepare the necessary papers for recommendation to the Board of Trustees at the next regular or special Board meeting.

C. The Superintendent or designee will submit to the Board of Trustees such recommendation.

## **VI. Board Action**

The Board of Trustees of Twin Falls School District will:

A. Discuss hiring and in situations wherein the individual qualifications of the applicant are discussed go into executive session pursuant to law; and

B. Vote relating to approval or disapproval of the candidates. If members of the Board personally have knowledge not available to the building administrator and the screening committee, the Board will not take action until all concerns have been reviewed by the building/program administrator.

## **VII. Approval**

Upon approval by the Board of Trustees, a contract, in a form approved by the State Superintendent of Public Instruction, will be sent or given to the applicant pursuant to the requirements set out in I.C. 33-513. The applicant must sign the contract and return it within ten (10) days from the date the contract is delivered to them. Should the person willfully refuse to acknowledge receipt of the contract or the contract is not signed and returned to the Human Resources Department in the designated period of time, Human Resources may declare the position vacant. Should the candidate not be approved, or the person willfully refuse to acknowledge receipt of the contract or the contract is not signed and returned to Human

Resources, the Superintendent or designee will remand the situation to the building administrator and screening committee to provide the next applicant's name for consideration.

Any person on provisional employment pursuant to I.C. 33-1210(7) shall be subject to the same time limits and provisions for return of a signed contract when and if such contract shall be provided to them for signature.

### VIII. Certification

To qualify for employment, each teacher or administrator must have, and maintain during the entire school year, a valid Idaho teaching/administrative certificate on file in the District Office at the beginning of the school year. ~~Salary will be withheld if the certificate is not on file by September 10 of the given year.~~ If at any time the teacher/administrator's certification lapses, is revoked, or suspended, the certificated employee may be subjected to action declaring a contract violation and possible action to terminate the employment of the individual with the District.



**Cross Reference:** 5110 Fingerprinting and Criminal Background Investigations  
5120 Equal Employment Opportunity and Non-Discrimination  
5100F1-5100F3 Hiring Process and Criteria Forms  
5740PA1 – 2 Reduction in Force Procedures and Forms  
5855 Recruitment of Certificated Employees

**Legal Reference:** I.C. § 33-130 Criminal history checks for school district employees or applicants for certificates  
I.C. § 33-512 Governance of schools  
I.C. § 33-513 Professional personnel  
I.C. § 33-1210 Information on past job performance  
I.C. § 65-501 et seq. Rights and Privileges of Veterans  
I.C. § 65-505 — Officials to Observe Preference  
I.C. § 74-206 Executive Sessions—When Authorized  
IDAPA 21.01.06 Rules for the Enforcement of the Veteran's Preference in Public Employment

#### Policy History

**ADOPTED:** 8/11/14

ISBA

**REVISED:** 6/13/16

The District shall give preference in hiring, and in the case a reduction in force, consideration for a retention, to veterans, unmarried widows and widowers of veterans, and the spouse of any veteran who is unable to work in public employment due to a service-connected disability. Such applicants shall be referred to as "preference eligible applicants" throughout this policy.

This preference does not apply to temporary positions or to appointments to the Board.

For the purpose of this policy, "veterans" means any person who has been discharged or released from active duty in the armed forces under honorable conditions who served on active duty for at least 180 consecutive days.

The District shall post this procedure on the District's website and shall note on all announcements and advertisements of applicable vacancies that preference will be given to preference eligible applicants. Applications for qualifying positions shall ask whether the applicant is claiming veterans' preference and whether the applicant has previously claimed such a preference. The form shall also indicate what documentation is required to confirm veteran status.

Any application for a position submitted by a preference eligible applicant shall be considered, provided it is received before a candidate is chosen to fill the position, regardless of whether the application is received before the deadline to receive applications.

The District shall interview all preference eligible applicants who qualify for the position for which they have applied unless the total number of preference eligible applicants applying for a position exceeds ten.

A preference eligible applicant shall be hired in cases where no other employee is more qualified or there is no articulable reason to select another candidate.

### Appeal Process

If an applicant or employee believes they have been denied preference to which they are entitled under this procedure, they may appeal the decision within 35 days of the alleged denial of preference by submitting a written request for appeal to the Board clerk. Such request must include:

1. The applicant or employee's full name and mailing address;
  2. A request for either a telephonic or a face-to-face hearing. In the former case, the telephone number where a telephonic hearing may be conducted must be included;
  3. The position applied for (if applicable);
  4. A brief statement of the applicant or employee's basis of eligibility for a preference;
  5. A brief statement of the issues the applicant or employee proposes to raise at the hearing;
- and

6. Any dates or times the petitioner or the petitioner's attorney cannot be available for a hearing.

The Board shall direct the Superintendent or designee to notify the applicant or employee of the time and date of the hearing and that the Board shall be the presiding officer at the hearing. Such notice shall be provided at least seven days before the hearing and indicate:

1. Whether the meeting will be by phone or in person;
2. The location of the meeting, if it will be held in person. In person meetings may only be held in the city where the position is located unless the parties agree otherwise; and
3. The address to which relevant documents must be sent.

The hearing shall be held within 35 days of receipt of the request unless good cause to extend the hearing is shown by the Board or by the applicant/employee, in which case the hearing must be held within 70 days.

Prior to the hearing, each side shall notify the others of the witnesses they intend to call and provide one another with copies of any documents to be presented. Evidence may be considered or rejected in accordance with IDAPA 21.01.06.103.03.

The applicant or employee may be represented by an attorney, at their own expense, if they choose.

The Board shall issue a written order reflecting its decision on the matter within 35 days of the hearing. The order shall include:

1. Specific findings on all major facts at issue;
2. A reasoned statement in support of the decision;
3. All other findings and recommendations of the Board;
4. A preliminary decision finding that a preference was or was not applied by the public employer as required by Idaho law; and
5. The procedure and time limits for filing an appeal to the district court under Section 65-506, Idaho Code.

Procedure History:

Promulgated on:

Revised on:

Reviewed on:

### Definitions

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

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

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

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

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

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

**Interim Certificate Holder:** A certificated employee who holds an interim certificate while they pursue an alternate route to certification must complete at least nine semester credits annually toward the completion of their alternate route to certification and meet their annual progress goals toward the completion of the alternate route. The District may take action to terminate or non-renew a teacher with an interim certificate who fails to meet these requirements. Such termination or non-renewal shall be carried out in accordance with State law and administrative rules and District policy.

### Notice

1. Category 1 certificated employees' contracts are specifically offered for the limited duration of the ensuing school year, and no further notice is required by the District to terminate the contract at the conclusion of the contract year.
2. Category 2 certificated employees shall be provided a written statement of reason for non-reemployment by no later than July 1<sup>st</sup> and are not entitled to a review of the reasons or decision not to reemploy by the Board.

3. Category 3 certificated employees shall be provided a written statement of reason for non-reemployment by no later than July 1<sup>st</sup> and shall, upon written request, be given the opportunity for an informal review of such decision by the Board. The parameters for the informal review will be determined by the Board. Before the Board determines not to renew the contract for the unsatisfactory performance of category 3 certificated employees, such employees shall be entitled to a defined period of probation as established by the Board, following at least one evaluation. In no case shall the probationary period be less than eight weeks. The probation shall be preceded by written notice from the Board, with the reasons for the probationary period and the areas of work which are deficient and with provisions for adequate supervision and evaluation of the employees' performance during the probationary period.
4. Contracts for all renewable contracted certificated employees shall be issued by July 1<sup>st</sup>. All employees on renewable contracts must return their contract within 10 days. The employee's failure to timely return a renewable contract may be interpreted by the Board as a declination of the right to automatic renewal or the offer of another contract. Before the Board determines not to renew the contract for the unsatisfactory performance of renewable contracted certificated employees, such employees shall be entitled to a defined period of probation as established by the Board, following an observation, evaluation, or partial evaluation. The probation shall be preceded by written notice from the Board, or its designee, with the reasons for the probationary period and with provisions for adequate supervision and evaluation of the employees' performance during the probationary period.
5. Contracts for retired teachers are specifically offered for the limited duration of the ensuing school year, and no further notice is required by the District to terminate the contract at the conclusion of the contract year.

### Supplemental Contracts

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

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

Delivery of Contract

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

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

Return of the Contract

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

Failure to Accept or Acknowledge

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



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

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

Policy History

**ADOPTED:** 8/11/14  
**REVISED:** 6/13/16  
10/10/16

All staff shall be subject to assignment, reassignment, and transfer of position and duties by the Board, and/or Superintendent, supervisor, and/or other administrative staff member. Changes in assignment may also be made at the request of an employee. Assignment shall be based upon the qualifications of the candidate and the philosophy and needs of the District.

If a change of assignment was not requested by the employee, he or she should be consulted and have an opportunity to express his or her preferences. However, the final decision on transfer or alteration of any assignment rests with the Board of Trustees.

Certified Teachers Staff

Teachers shall be assigned at the levels and in the subjects for which their certificates are appropriate and allowable for the certificates and endorsements they hold. The Superintendent shall provide for a system of assignment, reassignment, and transfer of classified staff, including voluntary transfers and promotions consistent with this policy and State law. Nothing in this policy shall prevent the reassignment of a staff member during the school year.

When the Board reassigns an administrative employee to a non-administrative position, the employee shall be entitled to an informal review as described in Policy No. 5107.

Classified Staff

The right of assignment, reassignment, and transfer shall remain that of the Board and/or Superintendent. Written notice of a reassignment or involuntary transfer shall be given the employee. Opportunity shall be given for the staff member to discuss the proposed transfer or reassignment with the Superintendent.

Teaching

All teachers shall be given notice of their teaching assignments relative to grade level, building, and subject area before the beginning of the school year, recognizing that such placement could change subsequent to this initial notice including during the course of the school year.



**Cross reference:** 5107 Informal Review  
5220P Assignment and Transfer of Certificated Personnel  
6100-6100P Superintendent  
6200 District Organization

**Legal Reference:** I.C. § 33-513 Professional Personnel  
I.C. § 33-515 Issuance of Renewable Contracts

Policy History

**ADOPTED:** 8/11/14

ISBA

**REVISED:**

All employees, contractors, and agents of the District are prohibited from providing any recommendation for employment or otherwise helping an employee, contractor, or agent of the District in obtaining a job if they know or have probable cause to believe the individual has engaged in sexual misconduct with a student or minor in violation of the law.

This prohibition does not include following routine procedures regarding the transmission of administrative or personnel files.

These prohibitions shall not apply to cases in which the alleged misconduct was properly reported to law enforcement and any other authorities required by federal, state, or local law; and

1. The matter was officially closed;
2. The prosecutor or police with jurisdiction over the case investigated the allegations and notified District officials that there is insufficient information to establish probable cause that individual engaged in sexual misconduct with a minor or student in violation of the law;
3. The individual alleged to have engaged in sexual misconduct with a student or minor has been charged with and acquitted or otherwise exonerated of the sexual misconduct; or
4. The case or investigation has remained open and no indictment or other charges have been brought within four years of the date on which the information was provided to law enforcement.



**Legal Reference:** 20 USC § 7926 Prohibition on Aiding and Abetting Sexual Abuse

Policy History

**ADOPTED:**

**REVISED:**

### Procurement Generally

When making purchases with federal funds, the District will follow its procurement policies and procedures which reflect applicable State and local laws and regulations, provided that the procurement practice also conforms to applicable Federal law and the standards identified in applicable federal regulations. See Policies 7410, 7415, and 7420.

### Authorization and Control

It is the policy of this District to conduct its purchasing program in a manner to 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. Board approval for purchase of capital outlay items is required when the aggregate total of a requisition exceeds \$ \_\_\_\_\_, except the Superintendent shall have the authority to make capital outlay purchases without advance approval when it is necessary to protect the interests of the District or the health and safety of the staff or students. 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.~~

### Micro-Purchase Procedures

Notwithstanding the process for Superintendent-approved purchases outlined in Policy 7406, when using federal funds the Superintendent or designee may purchase supplies or services using simplified acquisition procedures when making aggregate purchases of \$3,000 or less, and when making such purchases shall otherwise comply with all applicable District purchase order procedures.

### Simplified Acquisition Procedures

When procuring goods or services, whether with federal or state funds, the District shall comply with all requirements and procedures set forth in District Policies 7410, 7415, and 7420 and applicable Idaho law. For purchases less than the federal Simplified Acquisition Threshold (currently \$150,000), the Board may adopt small purchase procedures which do not otherwise conflict with District Policies 7410, 7415, and 7420 or applicable Idaho law. Absent such Policy, all purchases for amounts less than the Simplified Acquisition Threshold, shall comply with the requirements and procedures set forth as District Policies 7410, 7415, and 7420 and applicable Idaho law.

## 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.

## Bids and Contracts

~~For micro purchases up to \$3,000, purchases may be awarded without soliciting competitive bids if the District considers the price to be reasonable. The District shall maintain evidence of this reasonableness in the records of all micro purchases. If small purchases are between \$3,000 and \$50,000 in cost, the District shall use price or rate quotations obtained from an adequate number of qualified sources and maintain quotations in purchasing records.~~

~~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 \$50,000 but does not exceed \$100,000, bids shall be called for by issuing written request to at least three vendors 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 Board may reject any bid, reject all bids, or publish notice to rebid the project. 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.~~

~~For expenditures exceeding \$100,000, bids shall be called for by issuing public notice as specified in statute as well as following federal procurement requirements. Specifications shall be published in the official newspaper of the District at least two weeks before the opening date, with the second notice to be published in the succeeding week at least seven days before the date that bids are scheduled to be opened. Copies of specifications, bid forms, bidder's instructions, contract documents and general and special instructions shall be made available upon request by any interested bidder.~~

~~When purchasing good and services pursuant to Idaho Code, and determining the most qualified bidder for award of the contract, the District, at its sole discretion, may consider not only the amount of the bids, but may also consider additional factors including, but not limited to, the relative experience, ability, references, and integrity of the bidders to do faithful and conscientious work and promptly fulfill the contract according to contract requirements.~~

~~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.~~

### Sealed Bids (Formal Advertising)

~~For purchases over \$150,000, bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all of the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the following conditions apply:~~

- ~~1. A complete, adequate, and realistic specification or purchase description is available;~~
- ~~2. Two or more responsible bidders are willing and able to compete effectively for the business; and~~
- ~~3. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.~~

~~If sealed bids are used, the following requirements apply:~~

- ~~1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids.~~
- ~~2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;~~
- ~~3. All bids will be opened at the time and place prescribed in the invitation for bids.~~
- ~~4. A firm fixed price contract award must be made in writing to the lowest responsive and responsible bidder.~~

~~Where specified in bidding documents, factors such as discounts, transportation cost, and life-cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound, documented reason.~~

### 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 the 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.

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 shall be referred to the local, State, or federal authority having proper jurisdiction.



<b>Cross Reference:</b>	7218	Federal Grant Financial Management System
	7235	Fiscal Accountability and IDEA Part B Funds
	7237	Retention of Records Relating to Federal Grants
	7320	Allowable Uses for Grant Funds
	7320P1	Determining Necessity and Reasonableness of Expenses
	7400P	Procurement Under a Federal Award
	7405	Public Works Contracting and Procurement
	7407	Public Procurement of Goods and Services
	7410	Petty Cash Funds
	7415	Entering into Professional Service Contracts with Design Professionals, Construction Managers, and Professional Land Surveyors--The Request for Qualifications Procedure
	7420	Personal Reimbursements

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
	<del>I.C. § 33-402</del>	<del>Notice Requirements</del>
	<del>I.C. § 33-601</del>	<del>Real and Personal Property – Acquisition, Use or Disposal of Same</del>
	<del>I.C. § 67-2805</del>	<del>Procurement of Public Works Construction</del>
	<del>I.C. § 67-2806</del>	<del>Procuring Services or Personal Property</del>
	<del>I.C. § 67-2806A</del>	<del>Request for Proposal</del>
	I.C. § 74-401 et seq.	Ethics in Government

<del>2 C.F.R. § 180.220</del>	<del>Are Any Procurement Contracts Included as Covered Transactions?</del>
<del>2 C.F.R. § 180.300</del>	<del>What Must I do Before I Enter into a Covered Transaction with Another Person at the Next Lower Tier?</del>
2 C.F.R. § 200.67	Micropurchase
2 C.F.R. § 200.88	Simplified Acquisition Threshold
2 C.F.R. § 200.317	Procurement by States
2 C.F.R. § 200.318	General Procurement Standards
<del>2 C.F.R. § 200.319</del>	<del>General Procurement Standards</del>
2 C.F.R. § 200.320	Methods of Procurement to be Followed
<del>2 C.F.R. § 200.323(b)</del>	<del>Contract Cost and Price</del>
<del>2 C.F.R. Part 200, Appendix II(1)</del>	<del>Contract Provisions for Non-Federal Entity Contracts Under Federal Awards</del>

Other Reference: ~~Policies and Procedures Used Template, Idaho State Department of Education, <http://www.sde.idaho.gov/sped/funding/>~~

Policy History

**ADOPTED:** 8/11/14

ISBA

**REVISED:** 8/10/15

9/12/16

1/8/18

Federal Contract Administration

~~The District shall maintain the following oversight requirements to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.~~

~~The Superintendent shall be responsible for ensuring that contracts for services are adequately fulfilled and completed prior to submission of requests for payment to the Board of Trustees.~~

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; and~~
- ~~4. Evaluate bids or proposals that use statutorily or administratively imposed state, local, or tribal geographical preferences, except those cases where federal statutes expressly mandate or encourage geographic preference. In instances where the District is seeking~~

~~architectural and engineering services, geographical location may be a selection criterion depending on the nature and size of the project~~

#### 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.~~

#### Purchasing Cards

~~Any use of purchasing cards shall comply with Policy 7440.~~

#### Mandatory Disclosure

~~Upon discovery of any potential conflict, the District will disclose in writing the potential conflict to the federal awarding agency in accordance with applicable federal awarding agency policy.~~

#### Use of Intergovernmental Agreements

~~To foster greater economy and efficiency, the District enters into state and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.~~

#### Use of Federal Excess and Surplus Property

~~The District shall consider the use of federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.~~

#### Debarment and Suspension

~~The District may not subcontract with or award subgrants to any person or company that is debarred or suspended. For all contracts over \$25,000, the District shall verify that the vendor with whom the District intends to do business with is not excluded or disqualified. The Business Manager shall be responsible for verification by checking the excluded parties list on Sam.gov.~~

#### Settlement of Issues Arising Out of Procurements

~~The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.~~

### Protest Procedures to Resolve Dispute

~~The District maintains protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency.~~

### 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.~~

### Procedure History:

~~Promulgated on:~~

~~Revised on:~~

~~Reviewed on:~~

### Contractor Oversight

The District shall maintain oversight to ensure that its contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

### Conflict of Interest

The following standards of conduct define conflicts of interest and governing the performance of employees engaged in the selection, award, and administration of contracts:

1. No District employee, officer, or agent 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 a conflict of interest is present when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm or person considered for a contract.
2. District officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or service or item exceeding \$50 in value from any contractors or subcontractor. Any District employee, who solicits any gift, or who accepts an unsolicited gift with a value exceeding \$50, shall be subject to disciplinary action up to and including termination. Any District officer or agent shall be immediately terminated or separated from District service.

### Efficient Purchases

The District shall use all resources and assets effectively and efficiently. Accordingly, prior to any purchase request, the requestor shall evaluate the need for the item, and shall ensure that the acquisition of unnecessary or duplicative items is avoided. In addition to the previous requirements, whenever feasible, consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Finally, where appropriate, an analysis will be made of lease versus purchase alternatives, and any similar analysis of alternatives to determine the most economical approach.

1. To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal government, the District shall endeavor to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
2. The District shall endeavor to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

3. The District shall endeavor to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
4. The District shall award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
5. The District shall maintain records sufficient to detail the history of procurement. These records shall include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
6. The District may use time and material type contracts only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and material type contract means a contract whose cost to the District is the sum of:
  - A. The actual cost of materials; and
  - B. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

This formula generates an open-ended contract price. A time-and materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract shall set a ceiling price that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

7. The District alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law shall be referred to the local, state, or Federal authority having proper jurisdiction.



**Legal Reference:** 2 C.F.R. § 200.318 General Procurement Standards

Procedure History

**ADOPTED:**  
ISBA  
**REVISED:**

Public Works Contracting and Procurement

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 \$50,000	No licensure requirement	IC 54-1903(9)
\$50,000 and above	Licensure required	IC 54-1903(9)

**Exemptions from Public Works Contractor Licensure**

Less than \$50,000 for construction, alteration, improvement, or repair.	Single project with any number of trades	IC 54-1903(9)
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 \$50,000	No bidding requirements	IC 67-2803(2)
\$50,000 to \$200,000	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)
\$200,000 and above	Formal bidding 2 <b>Options A &amp; B:</b>  <b>Category A</b> – 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).)	IC 67-2805(2)

**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).)



**Legal Reference:** I.C. § 33-601 Real and Personal Property – Acquisition, Use or Disposal of Same  
I.C. § 54-1903 Unlawful to Engage in Public Works Contracting Without License – Exemptions  
I.C. § 67-2801 et seq. Purchasing by Political Subdivisions  
I.C. § 74-401 et seq. Ethics in Government

**Other Reference:** Policies and Procedures Used Template, Idaho State Department of Education, <http://www.sde.idaho.gov/sped/funding/>

Policy History

**ADOPTED:** 8/11/14

ISBA

**REVISED:** 1/8/18

{{Full\_District\_Heading}}

## FINANCIAL MANAGEMENT

7405P

### Procuring Public Works, Services, and Personal Property

#### District Procurement Policy

Efficient and cost-effective procurement of goods, services, and public works construction is an important aspect of District operations. The District shall endeavor to buy goods, services, and public works construction through a publicly accountable process that respects the shared goals of economy and quality. The District shall, to the extent reasonably available, endeavor to purchase goods and services from vendors with a significant Idaho economic presence.

#### Authorization and Control - Generally

It is the policy of this District to conduct its purchasing program in a manner to 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. Board approval for purchase of capital outlay items is required when the aggregate total of a requisition exceeds \$\_\_\_\_\_, except the Superintendent shall have the authority to make capital outlay purchases without advance approval when it is necessary to protect the interests of the District or the health and safety of the staff or students. 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 and federal procurement requirements. Staff members shall not obligate the District without express authority of the Board or authorized designee. Staff members who obligate the District without proper authorization may be held personally responsible for payment of such obligations, and may also be subject to discipline, up to and including termination.

All other procurement and purchases shall be made in accordance with the State and federal laws and administrative rules and with District policies and procedures.

#### Procuring Public Works Construction

**Public Works Procurement, Projects Between \$50,000 and \$200,000:** When the Board contemplates procurement of public works construction valued at or in excess of \$50,000, but in an amount less than \$200,000, the following procedures shall be followed.

1. The Board or its designee shall prepare a solicitation for bids for the contemplated public works construction, and shall deliver it in writing to no fewer than three owner-designated licensed public works contractors. Delivery may be accomplished either by

electronic or physical delivery. The solicitation shall describe the construction work to be completed in sufficient detail to allow an experienced public works contractor to understand the construction project the District seeks to build.

2. In the event that it is impractical or impossible to obtain three bids for the proposed public works procurement, the District may proceed to acquire the work in any manner the Board or its designee deems best from a qualified public works contractor quoting the lowest price. When fewer than three bids are considered, a description of the District's efforts undertaken to procure at least three bids shall be documented and placed in the records of the Board, and such documentation shall be maintained for at least six months following the date of the final procurement decision.
3. The solicitation for bids shall describe the electronic or physical delivery method or methods authorized to submit a bid, the date and time by which a bid proposal must be received by the clerk, secretary, or other authorized District official, and shall provide a reasonable time to respond to the solicitation, provided that, except in the event of an emergency, such time shall not be less than three business days.
4. The solicitation shall explain that if a potential bidder has an objection to the specifications described in the solicitation, it must submit a written objection to the District. The objection must be received by the District's clerk, secretary, or other authorized person no later than one business day before the date and time of the bidders' deadline to submit bids.
5. When written bids have been received by the District, by either physical or electronic delivery, they shall be submitted to the Board or its designee, who shall present the lowest responsive bid to the Board for approval or, if the Board's designee is so authorized, approve the bid. The Board or the Board's designee is required to either approve the responsive bid proposing the lowest procurement price, or reject all bids and publish notice for bids, as before.
6. In the event two or more price quotations offered by different licensed public works contractors are the same and represent the lowest responsive bid, the Board or its authorized designee may, in the exercise of its discretion to promote the best interests of the District, accept the one it chooses.

**Public Works Procurement, Projects greater than \$200,000:** When the Board contemplates procuring public works construction valued in excess of \$200,000, the following procedures shall apply. The purchase of construction services shall be made pursuant to a competitive sealed bid process. The purchase shall be made from the qualified public works contractor submitting the lowest bid price complying with bidding procedures and meeting the pre-qualifications, if any are required, established by the bid documents. The competitive bidding process may follow either of two alternate procedures described in detail below, either Category A, bidding open to all licensed public works contractors; or Category B, bidding open only to licensed public works contracts who satisfy minimum requirements set by the Board or its designee.

**Category A:** Competitive bidding procedures shall be open to all any licensed public works contractor desiring to bid upon a public works project. For all Category A bids, the Board may consider only the amount bid, the bidder's compliance with administrative requirements of the bidding process, and whether the bidder holds the requisite license. When considering bids meeting these requirements, the Board shall award the bid to the qualified bidder submitting the lowest responsive bid.

1. The District's request for bids for a Category A procurement shall set a date and place for the public opening of bids. The District shall publish two notices soliciting bids in the District's official newspaper. The first notice shall be published at least two weeks before the date for opening bids, with the second notice to be published in the succeeding week at least seven days before the date that bids are scheduled to be opened. The notice shall succinctly describe the project to be constructed. Copies of specifications, bid forms, bidder's instructions, contract documents, and general and special instructions shall be created by the Board or its designee and shall be made available upon request by any interested bidder which also submits payment of a reasonable plan copy fee.
2. The solicitation shall explain that in the event a bidder has an objection to project specifications or bidding procedures, it must submit a written objection in writing which must be received by the Board or its designee at least three business days before the date and time the bids are scheduled to be opened. The Board or its designee shall respond to all objections in writing and shall provide written copies of the objection and the response to the objecting bidder, and deliver copies to all other bidders known to the District at that time. The Board or its designee may adjust the bidding timeframes if necessary.
3. All bids shall be delivered under sealed cover to the clerk of the Board or other designee identified in the bid solicitation documents provided to bidders by the District. On the cover of the sealed bid, the bidder must include a concise statement generally identifying the project for which the bid is submitted.
4. In the event the Board deems it to be in the best interest of the District to require bidders to provide bid security, it may do so in an amount equal to at least five percent of the amount bid. If the Board requires bid security, no bid may be considered unless it includes adequate bid security in one of the following forms designated by the Board:
  - A. Cash;
  - B. A cashier's check made payable to the District;
  - C. A certified check made payable to the District; or
  - D. A bidder's bond executed by a qualified surety company, made payable to the District.
5. Once submitted to the District, no bid may be withdrawn after the passing of date and time set in the notice for opening of the bids. When sealed bids have been received, they shall be opened in public at a designated place and time, thereafter to be compiled and

submitted to the Board for award to the lowest responsive bidder, or, if a designee had been authorized to select the lowest bid, for approval of the award.

6. In the event the successful bidder fails to execute the contract, at the sole discretion of the Board, the bidder's security may be forfeited to the District and the proceeds shall be deposited in a designated fund from which the expenses of procuring substitute performance are paid.
7. In the event the successful bidder refuses or fails to execute the contract, the District may award the contract to the qualified bidder which had submitted the next lowest responsive bid. If the Board awards the contract to the next lowest qualified bidder, the District may apply the lowest qualified bidder's security to the difference between the lowest responsive bid and the next lowest responsive bid. The surplus, if any, shall be returned to the lowest bidder if cash or check is used, or to the surety on the bidder's bond if a bond is used. The District may retain reasonable administrative costs not to exceed 25% of the amount of the bidder's security.
8. In its discretion, the Board may reject all bids presented and decide to re-bid the project. Alternatively, the Board may, after finding it to be a fact, pass a resolution declaring that the project sought to be accomplished by the expenditure can be performed more economically by purchasing goods and services on the open market because the project is not a public works project.
9. If the Board chooses to award a competitively bid contract involving the procurement of public works construction to a bidder other than the apparent low bidder, the Board shall, in open session at a duly noticed Board meeting, declare its reason or reasons on the record and shall communicate such reason or reasons in writing to all bidders that submitted a competing bid.
10. In the event a participating bidder objects to the award of the project to a bidder other than the lowest responsive bidder, such bidder shall, within seven calendar days of the date of the Board's award notice, deliver to the Board clerk or designee its written objection to the Board's award, setting forth the express reason or reasons that the Board's award decision is in error. Upon receipt of such objection, the Board shall immediately stay performance of the project until after the Board addresses the contentions raised by the objecting bidder(s). To address the objection(s), the Board shall review its decision and determine whether to affirm its prior award, to modify the award, or to re-bid the project, setting forth its reason or reasons therefor. The Board's review cannot be delegated. After completion of the review process, the Board may proceed as it deems to be in the public's best interest.
11. If two or more identical bids are received, the Board may select the bidder it prefers.
12. If no bids are received, the Board may complete the project by selecting a licensed public works contractor without further competitive bidding procedures.

**Category B:** When following this procedure, competitive bids may only be submitted by licensed public works contractors which have satisfied the Board's preliminary supplemental qualifications. The solicitation for bids in Category B procurement consist of two stages:

1. An initial stage determining supplemental pre-qualifications for licensed contractors, either prime or specialty contractors; followed by
2. A second stage during which bids are accepted only from prequalified contractors.

The Category B procedure shall be as follows:

1. Notice of the prequalification stage of the Category B competitive bidding process shall be given in the same manner that notice of competitive bidding is provided for a Category A competitive bid request, by providing a specific date and time by which qualifications statements must be received. The Board may establish prequalification standards premised upon demonstrated technical competence; experience constructing similar facilities; prior experience with the District; available nonfinancial resources, equipment, and personnel as they relate to the subject project; as well as the contractor's overall performance history. Such request shall also include the standards the Board will use when evaluating the applicants' qualifications.
2. During the initial stage of the Category B bidding process, licensed contractors desiring to be prequalified to bid on a project must submit a written response to the Board's request for qualifications.
3. The solicitation shall explain that in the event a bidder has an objection to the prequalification procedures, it must submit a written objection which must be received by the Board or its designee at least three business days before the date and time prequalification statements are due. The Board or its designee shall respond to all objections in writing and shall provide the written response to the objecting contractor, and deliver copies to all other contractors seeking to prequalify that are known to the District at that time. The Board or its designee may adjust the bidding timeframes if necessary.
4. After a review of qualification submittals, the District may select licensed contractors that meet the prequalification standards. If any licensed contractor submits a statement of qualifications but is not selected as a qualified bidder, the Board or its designee shall supply a written statement of the reason or reasons why the contractor failed to meet the Board's prequalification standards.
5. The solicitation shall explain that any licensed contractor that fails the prequalification stage can appeal in writing any such determination to the Board within seven days after transmittal of the prequalification results. After reviewing the objection, if the Board sustains the decision that a contractor fails to meet prequalification standards, it shall state its reason or reasons in writing to the contractor. The Board's decision may be appealed to the public works contractor's license board no more than 14 days following

the Board's decision. Category B prequalification procedures that are appealed shall be stayed during the pendency of the prequalification appeal until the public works contractor's license board completes its review, but in no instance more than 49 days after the appellate decision of the Board regarding prequalification. Any licensed public works contractor affected by a decision on appeal by the public works contractor's license board may, within 28 days of the final decision, seek judicial review as provided by Idaho Code 67-5201, et seq.

6. Following the conclusion of the prequalification administrative procedures, the bidding stage shall proceed by the setting of a time, date, and place for the public opening of bids. In circumstances involving prequalified prime contractors, a notice soliciting bids shall be transmitted to prequalified bidders at least 14 days before the date of opening the bids. In circumstances involving prequalified specialty or subordinate contractors, the notice soliciting bids shall be published in the same manner applicable to Category A bids. The notice shall succinctly describe the project to be constructed. Copies of specifications, bid forms, bidder's instructions, contract documents, and general and special instructions shall be made available upon request and payment of a reasonable plan copy fee by any eligible bidder.
7. Thereafter, the Board shall proceed with its solicitation of and consideration of bids from prequalified public works contractors in accordance with the procedures set forth above regarding submission and consideration of Category A bids set forth above at Category A paragraphs 2 through 12, inclusive.

#### Procuring Services or Personal Property, Purchases between \$50,000 and \$100,000

When the Board contemplates an expenditure to purchase or lease personal property or to procure services, other than personal property or services excluded pursuant to section Idaho Code § 67-2803, valued at or in excess of \$50,000 but not to exceed \$100,000, the procurement procedures of this policy shall apply.

1. The Board or its designee shall solicit bids from no fewer than three vendors by written means, either by electronic or physical delivery. The solicitation shall describe the personal property or services to be purchased or leased in sufficient detail to allow a vendor dealing in such goods or services to understand what the District seeks to procure.
2. The solicitation for bids shall describe the electronic or physical delivery method or methods authorized to submit a bid, the date and time by which a bid proposal must be received by the Board or its designee, and shall provide a reasonable time to respond to the solicitation, provided that, except in the event of an emergency, such time shall not be less than three business days.
3. The solicitation shall explain that a vendor's objections to specifications or bid procedures must be in writing and received by the Board or its designee at least one business day before the date and time upon which bids are scheduled to be received.

4. All timely written bids received by the District, whether submitted electronically or by physical delivery, shall be compiled and submitted to the Board or its designee who shall approve the responsive bid proposing the lowest procurement price, or shall reject all bids and publish notice for bids, as before.
5. In the event the Board determines that it is impractical or impossible to obtain three bids for the proposed procurement, the Board may acquire the property or services in the manner the Board deems to be in the District's best interest from a qualified vendor quoting the lowest price. When fewer than three bids are considered, a description of the Board's efforts to procure at least three bids shall be documented in the Board's official records and such documentation shall be maintained for at least six months following the date of the procurement. In the event two or more bids are the same and the lowest responsive bids, the Board or its designee may exercise its discretion and select the bid it deems to be in the District's best interest.

#### Procuring Services or Personal Property, Purchases greater than \$100,000

When the Board contemplates a purchase or lease of personal property or the hiring of services, other than personal property or services excluded pursuant to Idaho Code § 67-2803, valued in excess of \$100,000, the following procurement procedures shall apply.

1. The purchase or lease shall be made pursuant to an open competitive sealed bid process with the procurement to be made from the qualified bidder submitting the lowest bid price that complies with bidding procedures and meets the specifications for the goods and/or services sought to be procured.
2. The request for bids shall set a date, time, and place for the opening of bids. Two notices soliciting bids shall be published in the official newspaper of the District. The first notice shall be published at least two weeks before the date for opening bids, with the second notice to be published in the succeeding week at least seven days before the date that bids are scheduled to be opened. The notice shall succinctly describe the personal property and/or services to be procured. Copies of specifications, bid forms, bidder's instructions, contract documents, as well as general and special instructions shall be made available upon request by any interested bidder.
3. The notice shall explain that written objections to specifications or bidding procedures must be received by the Board or its designee at least three business days before the date and time upon which bids are scheduled to be opened.
4. If the Board deems it to be in the District's best interest, it may require all bidders to provide bid security in an amount equal to at least 5% of the amount bid. If so required, a bid shall not be considered unless one acceptable form of security is enclosed with it, and it is submitted in a form which substantially complies with the form provided by the District. The Board may require that bid security be provided by means of the following:

- A. Cash;
  - B. A cashier's check made payable to the District;
  - C. A certified check made payable to the District; or
  - D. A bidder's bond executed by a qualified surety company, made payable to the District.
5. No bid received by the District after the time set in the notice for opening of bids may be withdrawn. When sealed bids have been received, they shall be opened in public at a designated place and time. Thereafter the bids are compiled and submitted to the Board for award or, if a designee had been authorized, for approval of the designee's award.
  6. In the event the successful bidder fails to execute the contract, the amount of the bidder's security may be forfeited to the District at the sole discretion of the Board. Thereafter the proceeds may be deposited in a designated fund out of which reasonable expenses incurred in procuring substitute performance are paid.
  7. The Board may, on the refusal or failure of the successful bidder to execute the contract, award the contract to the next lowest qualified bidder. If the Board awards the contract to the next lowest qualified bidder, the amount of the lowest qualified bidder's security may be applied by the Board to the difference between the lowest responsive bid and the next lowest responsive bid, and the surplus, if any, shall be returned to the lowest bidder if cash or check is used, or to the surety on the bidder's bond if a bond is used. The Board may retain a reasonable administrative cost not to exceed 25% of the amount of the bidder's security.
  8. In its discretion, the Board or its designee may reject all bids presented and re-bid or, after finding it to be a fact; the Board may pass a resolution declaring that the subject goods or services can be procured more economically on the open market.
  9. If the Board chooses to award the contract for delivery of personal property or services to a bidder other than the apparent low bidder, the Board shall first declare in open session at a duly noticed public meeting its reason or reasons for the award and shall communicate such reason or reasons in writing to all bidders that responded to the District's solicitation for bids.
  10. The solicitation shall explain that if any participating bidder objects to the Board's award to a bidder other than the lowest apparent bidder, such bidder shall, within seven calendar days of the date of transmittal of the notice, object in writing to the award and specifically identify the reason or reasons that the Board's award is in error. Thereafter, the Board shall stay performance of the award until after the Board reviews and addresses the bidder's objections. The Board shall then review its decision and determine whether to affirm its prior award, modify the award, or choose to re-bid and will identify its reason or reasons therefor. The Board shall not delegate this responsibility. After completion of the review process, the Board may proceed as it deems to be in the public's best interest.

11. If two or more bids are the same and the lowest responsive bids, the Board or its designee may accept the one it deems to be in the public's best interest.

12. In its discretion, when the Board purchases goods, it may forgo the above request for bids procedure and may preauthorize the purchase of goods (but not services) at a public auction.

**Requests for Proposals:** The Board may utilize a request for proposal process as set forth below as an alternative to the competitive bidding process required by the Procuring Services or Personal Property policy subsection set forth above, when the Board contemplates a procurement of goods or services for which the Board determines one or more of the following is true:

1. The submission of fixed specifications by the Board may prevent the discovery of a more cost-effective solution;
2. The specific need to be satisfied by the procurement is amenable to more than one solution; or
3. Factors other than price will determine the best option for the District to satisfy or solve the District's specific need.

**Factors to be Considered:** When the Board utilizes the request for proposal process, it may consider the following factors when evaluating the vendor's responses to the request:

1. An innovative solution that is offered;
2. Unique product features;
3. Price;
4. Vendor experience in the market;
5. Financial stability of a vendor;
6. Differences among vendors in their ability to perform contract requirements in a timely or efficient manner;
7. Ability to meet product specifications;
8. Product quality;
9. Product performance records;
10. Past performance by a vendor;
11. Future product maintenance or service requirements; and
12. Product warranties.

#### Requirements of a Request for Proposals

At a minimum, a request for proposals shall:

1. State the instructions of the process;
2. Identify the scope of work for the goods or services contemplated;
3. Identify the selection criteria;
4. Identify the contract terms; and
5. Identify the scoring methodology applying relative weights to factors considered.

Notification, solicitation, and consideration of objections to an award of a procurement contract pursuant to a request for proposal. The notification, solicitation, and consideration of contests concerning the award of a procurement contract pursuant to a request for proposal shall be in accordance with the same procedures and requirements set forth in the policy subsection pertaining to Procuring Services or Personal Property, subject to the selection criteria established by the Board at the outset of each such procurement. After the procurement recommendation is made to the Board under the Request for Proposal process described above, the documents and records compiled in the scoring process shall be made available for public inspection.

Procedure History:

Promulgated on:

Revised on:

Reviewed on:

Entering into Professional Service Contracts with Design Professionals, Construction Managers, and Professional Land Surveyors—The Request for Qualifications Procedure

Selection of Public Works Professionals to be Based on Qualifications

Notwithstanding any other provision of Idaho law to the contrary, it shall be the policy of the Board that it shall make selections for all professional engineering, architectural, landscape architecture, construction management, and professional land surveying services on the basis of qualifications and demonstrated competence. The Board shall negotiate contracts or agreements for such services on the basis of demonstrated competence and qualifications for the type of services required at fair and reasonable prices.

Procedures to Select Public Works Professionals for Contracts Greater than \$25,000

In carrying out this policy the Board shall use the following guidelines when securing contracts for engineering, architectural, landscape architecture, construction management, and land surveying services on projects for which the professional service fee is anticipated to exceed the total sum of \$25,000. These guidelines do not apply to professional services contracts previously awarded for an associated or phased project for which the expenditure is otherwise exempt from the bidding process provided by law:

1. The Board or its designee will encourage persons or firms engaged in the services being solicited to submit statements of qualifications and performance data.
2. The Board or its designee will establish and make available to the public the criteria and procedures used by the District for the selection of qualified persons or firms to perform such services.
3. The Board shall select the persons or firms it determines to be best qualified to provide the required services, ranked in order of preference, pursuant to the District's established criteria and procedures.
4. The Board or its designee shall then negotiate with the highest ranked person or firm for a contract or agreement to perform such services at a price determined by the Board to be reasonable and fair to the District after considering the estimated value, the scope, the complexity, and the nature of the services provided.
5. In the event the Board or its designee is unable to negotiate a satisfactory contract or agreement with the highest ranked person or firm, it shall formally terminate such negotiations and proceed to undertake negotiations with the next highest ranked person or firm, following the procedure prescribed in Item 4, above.

6. If the Board or its designee is unable to negotiate a satisfactory contract or agreement with any of the selected persons or firms, it shall continue with the selection and negotiation process provided in this policy until a contract or agreement is reached.
7. When the Board solicits requests for qualifications and proposals for engineering, architectural, landscape architecture, construction management or land surveying services for which the professional service fee is anticipated to exceed the total sum of \$25,000, the Board or its designee shall publish public notice in the same manner as required for the bidding of public works construction projects set forth at Policy 7410.
8. In fulfilling the requirements of Items 1 through 7 of this policy, the Board may limit its selection from a list of three persons or firms selected and preapproved for consideration by the public agency or political subdivision. In establishing a preapproved list the Board shall publish notice as set forth in Item 7 of this policy. When selecting from such list, no notice shall be required.
9. In fulfilling the requirements of Items 1 through 7 of this policy, the Board may request information concerning a person's or firm's rates, overhead and multipliers, if any, however such information shall not be used by the Board or its designee for the purpose of ranking in order of preference as described in Paragraph 3 of this policy.

Approvals for Phased Projects

When the Board has previously awarded a professional services contract to a person or firm for an associated or phased project, the Board may, at its discretion, negotiate an extended or new professional services contract with the previously selected person or firm.



**Cross References:** Policy 7406 Procuring Public Works, Services, and Personal Property  
 Policy 7405 Public Works Contracting and Procurement

**Legal References:** I.C. § 67-2320

**Other Reference:** Policies and Procedures Used Template, Idaho State Department of Education, <http://www.sde.idaho.gov/sped/funding/>

Policy History

**ADOPTED:**

ISBA

**REVISED:**

Procurement of Public Works, Goods or Services

Except for the purchase of curricular materials as defined at Idaho Code § 33-117A, all contracts for the construction, repair, or improvement of any real property, or the acquisition, purchase or repair of any equipment, or other personal property necessary for the operation of the School District shall be entered into in accordance with the provisions of Procedure 7405P.

Purchase of Real Property

When purchasing real property for District use, the Board may designate and purchase any real property which it finds is necessary for school purposes or for the operation of the District. After making such determination and to accomplish the purchase of the designated real property, the Board will:

1. Not more than one year prior to any purchase of real property, have such property appraised by an appraiser certified in the state of Idaho. This appraisal shall be entered into the records of the Board and shall be used to establish the value of the real property
2. Determine the size of the site necessary for school purposes. The site shall be located within the incorporated limits of any city within the District; However, if the Board finds that it is not in the best interests of the electors and the students of the District to locate the site within the incorporated limits of a city, the Board may designate a site located elsewhere within the District. The Board may do so by duly adopting a resolution setting forth the reasons for its finding.
3. In purchasing such real property, the Board shall comply with the prohibition against indebtedness set forth at Section 3, Article VIII of the Idaho Constitution:
  - A. By purchasing such real property with cash; or
  - B. By obtaining 2/3 voter approval to incur indebtedness in accordance with Section 3, Article VIII of the Idaho Constitution; or
  - C. Through issuance of voter approved bond financing as set forth at Idaho Code § 33-1103.



**Cross References:** Policy 7406 Procuring Public Works, Services, and Personal Property Procedure 7405P

**Legal References:** I.C. § 33-601 Real and Personal Property—Acquisition, Use, or Disposal of Same  
I.C. § 33-1103 Definitions—Bonds—Limitation on Amount—Elections to Authorize Issuance

Policy History

**ADOPTED:**  
ISBA  
**REVISED:**

Acquisition, Use, and Disposal of School Property

Acquisition of Property

~~**Real Property:** Within one year prior to purchasing or disposing of real property, the District shall cause such property to be appraised by an appraiser certified in the State of Idaho, which appraisal shall be entered in the records of the Board of Trustees and shall be used to establish the fair market value of the property. The appraisal, however, is exempt from disclosure to the public. If the Board is purchasing a site for educational purposes, the Board must determine the size of the site necessary for school purposes. The site shall be located within the boundaries of the city limits, unless, by resolution of the Board, it is determined that it would be in the best interest of the District to acquire a site outside city limits, but within the boundaries of the District.~~

~~**Personal Property:** The District may purchase personal property as deemed necessary for the effective operation of the District by any means deemed appropriate when the expenditure of funds will be less than \$50,000. When the purchase of personal property (with the exception of curricular materials) is reasonably expected to cost \$50,000 or more, the District shall comply with the statutory bidding requirements found in Chapter 28, Title 67 of the Idaho Code.~~

Conveyance of Property

Within one year prior to conveyance, all real and personal property with an estimated value of \$1,000 or greater shall be appraised, which appraisal shall be entered in the records of the Board.

**\$1,000 or Greater:** For property with a value of \$1,000 or greater, the property may be sold at public auction or by sealed bids, as the Board shall determine, to the highest bidder. Such property may be sold for cash or for such terms and conditions as the Board shall determine for a period not exceeding ten years, with the annual rate of interest on all deferred payments not less than 7% per annum. The title to all property sold on contract shall be retained in the name of the District until full payment has been made by the purchaser, and title to all property sold under a note and mortgage or deed of trust shall be transferred to the purchaser at the point of sale under the terms and conditions of the mortgage or deed of trust as the Board shall determine. Notice of the time and the conditions of such sale shall be published twice, and proof thereof made, in accordance with subsections (2) and (3) of section 33-402, Idaho Code. The Board may accept the highest bid, may reject any bid, or reject all bids. During the sealed bid or public auction process, no real property of the District can be sold for less than its appraised value. If, thereafter, no satisfactory bid is made and received, the Board may proceed under its own direction to sell and convey the property for the highest price the market will bear.

**Less than \$1,000:** The Board may sell personal property, with an estimated value of less than \$1,000, without appraisal, by sealed bid or at public auction, provided that there has been not less than one published advertisement prior to the sale of said property. When the appraised value of

the property is less than \$1,000, one single notice by publication shall be sufficient, and the property shall be sold by sealed bids or at public auction. The Board may accept the highest bid, may reject any bid, or reject all bids.

**Less than \$500:** For property that has an estimated value of less than \$500, the property may be disposed of in the most cost-effective and expedient manner by an employee of the District empowered for that purpose by the Board, provided however, such employee shall notify the Board prior to disposal of said property.

### Donated Property

If real property was donated to the District the Board may, within a period of one year from the time of the appraisal, sell the property without additional advertising or bidding. Otherwise, the Board must have new appraisals made and again publish notice for bids, as with other property.

### Exchange of Property

The Board may exchange real or personal property for other property provided that:

1. One-half (1/2) plus one of the members of the full Board determines such conveyance or exchange is in the best interest of the District; and
2. A resolution is passed authorizing such exchange of real and/or personal property to any of the following:
  - A. U.S. government;
  - B. City;
  - C. County;
  - D. State of Idaho;
  - E. Hospital district;
  - F. School district;
  - G. Public charter school;
  - H. Idaho Housing and Finance Association;
  - I. Library district;
  - J. Community college district;
  - K. Junior college district; or
  - L. Recreation district.

Prior to any transfer or conveyance of any real or personal property as set forth above, the Board shall have the property appraised by an appraiser certified in the state of Idaho, which appraisal shall be entered in the records of the Board and shall be used to establish the value of the real or personal property. Provided however, if the Board finds it is in the District's best interests to trade personal property to a person or entity for like kind personal property, the Board may vote to elect to do so. The Board may elect to abstain from an appraisal of the personal property if the estimated value of such property is less than \$5,000.

**Equipment Acquired Under a Federal Award:** When it is determined that original or replacement equipment, as defined in Policy 7270, acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Superintendent or Director of Fiscal Affairs will contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

Generally, disposition of equipment is dependent on its fair market value (FMV) at the time of disposition. If the item has a current FMV of \$5,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency. If the item has a current FMV of more than \$5,000, the federal awarding agency is entitled to the federal share of the current market value or sales proceeds.

If acquiring replacement equipment, the District may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

The District will use whatever means available to ensure the highest possible return on any items sold.

Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the Federal awarding agency or pass-through entity. Therefore, the District should request prior approval from the State Department of Education for the purchase or the disposition of equipment purchased with federal funds that have a value of \$5,000 or more.



**Cross Reference:** 2510P Selection of Library Materials  
7270 Property Records

**Legal Reference:** 2 CFR § 200.313(e) Equipment. Disposal  
2 CFR § 200.439(b)(2) Equipment and Other Capital Expenditures  
I.C. § 33-402 Notice Requirements  
I.C. § 33-601 Real and Personal Property – Acquisition, Use or Disposal of Same  
I.C. § 67-2801, *et seq.* Purchasing by Political Subdivisions  
I.C. § 74-107(3) Records Exempt from Disclosure – Appraisals

Policy History

**ADOPTED:** 08/11/14

ISBA

**REVISED:** 7/9/18

12/10/18

5/13/19