

MEMORANDUM

To: Board of Trustees
Twin Falls School District 411
From: Eva Craner, Director of Public Relations
Re: Policy Updates
Date: Sept. 14, 2020

First Reading:

ISBA Updates:

- 2100 Curriculum Development and Assessment
- 2150 Copyright
- 2150P Copyright Compliance
- 2210P School Closure
- 2710 Specialty Diploma
- 3010 Open Enrollment
- 3010F Open Enrollment Form
- 3010P Open Enrollment
- 3080 Attendance by Out of State Students – NEW POLICY
- 3085 Sexual Harassment, Discrimination and Retaliation – NEW POLICY - FOR ACTION
- 3085P Title IX Sexual Harassment Grievance Process – NEW POLICY - FOR ACTION
- 3525 Immunization Requirements
- 4105 Public Participation in Board Meetings
- 4225 Equipment Usage
- 5480 Leadership Premiums
- 8170 District-Owned Vehicles
- 8235 Water Consumption & Water Bottles

TFSD Updates

- 5340 Evaluation and Probation of Certified Employees

The Board is responsible for curriculum adoption and must approve all significant changes; including the adoption of new textbooks, and new courses, and new remote learning programs; The Superintendent or designee is responsible for making curriculum recommendations. The curriculum shall be designed to accomplish the learning objectives and goals for excellence consistent with the District's educational philosophy, mission statement, objectives, and goals.

Development and Assessment

A written, sequential curricula shall be developed for each subject area. The curricula shall address learner goals, content and program area performance standards, and District education goals, and shall be constructed to include such parts of education as content, skills, and thinking. The District shall also develop a curriculum review cycle and time lines for curriculum development and evaluations.

The staff and administration will suggest materials and resources, to include supplies, books, materials, and equipment necessary for development and implementation of the curriculum and assessment that are consistent with the goals of the education program.

In all program areas and at all levels, the District shall assess student progress toward achieving learner goals and program area performance standards including: the content and data; the accomplishment of appropriate skills; the development of critical thinking and reasoning; and attitude. The District will use assessment results to improve the educational program, and use effective and appropriate tools for assessing such progress. This may include, but is not limited to: standardized tests; criterion-referenced tests; teacher-made tests; ongoing classroom evaluation; actual communication assessments such as writing, speaking, and listening assessments; end-of-course assessments; samples of student work and/or narrative reports passed from grade to grade; samples of students' creative and/or performance work; and surveys of carry-over skills to other program areas and outside of school.

All courses of instruction shall comply with State statutes and the rules of the State Board of Education.



Cross Reference: 2000 Instructional Goals
2800 Instructional Objectives

Legal Reference: I.C. § 33-512A District Curricular Materials Adoption Committees
I.C. § 33-1601 et seq. Courses of Instruction
IDAPA 08.02.01 et seq. State Board of Education - Rules Governing Administration

Policy History:

Adopted on: 8/11/14
Revised on:

The District recognizes that federal law makes it illegal to duplicate copyrighted materials without authorization of the holder of the copyright, except for certain exempt purposes. Severe penalties may be imposed for unauthorized physical or electronic copying or using of audio, visual or printed materials and computer software, unless the copying or using conforms to the “fair use” doctrine.

Under the “fair use” doctrine, unauthorized reproduction of copyrighted materials is permissible for such purposes as criticism, comment, news reporting, teaching, scholarship, or research.

While the District encourages its staff to enrich the learning programs by making proper use of supplementary materials, it is the responsibility of District staff to abide by the District’s copying procedures and obey the requirements of the law. Under no circumstances shall it be necessary for District staff to violate copyright requirements in order to perform their duties properly. The District cannot be responsible for any violations of the copyright law by its staff.

Any staff member who is uncertain as to whether reproducing or using copyrighted material complies with the District’s procedures or is permissible under the law should contact the Superintendent or designee. The Superintendent or designee will assist staff in obtaining proper authorization to copy or use protected materials when such authorization is required. The Superintendent or designee staff member using the copyrighted material is responsible for maintaining copies of permission granted for the use of copyrighted material.

Teachers will instruct students to respect copyright laws and to request permission when their use of material has the potential of being considered an infringement.

No information or graphics may be posted on any school system official website in violation of any copyright laws. The Superintendent or ~~web maintenance~~ designee is responsible for maintaining copies of permission granted for the use of copyrighted material on any school system official website.



Cross Reference: 8700 Computer Software

Legal Reference: 17 USC 101 to 1010 Federal Copyright Law of 1976

Policy History

ADOPTED: 8/11/14

ISBA

REVISED:

Throughout this procedure, “copies” shall refer to electronic as well as physical copies.

Authorized Reproduction and Use of Copyrighted Material in Print

In preparing for instruction, a teacher may make or have made a single copy of a chapter from a book; an article from a newspaper or periodical; a short story, short essay or short poem; or a chart, graph, diagram, drawing, cartoon, or picture from a book, periodical, or newspaper. A teacher may make multiple copies, not exceeding more than one (1) per pupil for classroom use if the copying meets the tests of “brevity, spontaneity, and cumulative effect” set by the following guidelines. Each copy must include a notice of copyright.

1. Brevity
 - a. A complete poem, if less than 250 words and two pages long, may be copied; excerpts from longer poems cannot exceed 250 words.
 - b. Complete articles, stories, or essays of less than 2500 words or excerpts from prose works less than 1000 words or 10% of the work, whichever is less, may be copied; in any event, the minimum is 500 words. (Each numerical limit may be expanded to permit the completion of an unfinished line of a poem or prose paragraph.)
 - c. One chart, graph, diagram, drawing, cartoon, or picture per book or periodical issue may be copied. “Special” works cannot be reproduced in full; this includes children’s books combining poetry, prose, or poetic prose.
2. Spontaneity. Should be at the “instance and inspiration” of the individual teacher.
3. Cumulative Effect. Teachers are limited to using copied material for only one (1) course in the school in which copies are made. No more than one (1) short poem, article, story or two (2) excerpts from the same author may be copied, and no more than three (3) works can be copied from a collective work or periodical issue during one (1) class term. Teachers are limited to nine (9) instances of multiple copying for one (1) course during one (1) class term. Limitations do not apply to current news periodicals, newspapers and current news sections of other periodicals.

Performances by teachers or students of copyrighted dramatic works without authorization from the copyright owner are permitted as part of a teaching activity in a classroom or instructional setting. All other performances require permission from the copyright owner.

The copyright law prohibits using copies to replace or substitute for anthologies, consumable works, compilations, or collective works. “Consumable” works include: workbooks, exercises, standardized tests, test booklets, and answer sheets. Teachers cannot substitute copies for the purchase of books, publishers’ reprints or periodicals, nor can they repeatedly copy the same item from term-to-term. Copying cannot be directed by a “higher authority,” and students cannot be charged more than actual cost of photocopying. Teachers may use copyrighted materials in overhead projectors for instructional purposes.

Authorized Reproduction and Use of Copyrighted Materials in the Library

A library may make a single copy of an unpublished work which is in its collection; and a published work in order to replace it because it is damaged, deteriorated, lost, or stolen provided the unused replacement cannot be obtained at a fair price.

A library may provide a single copy of copyrighted material to a student or staff member at no more than the actual cost of photocopying. The copy must be limited to one (1) article of a periodical issue or a small part of other material, unless the library finds that the copyrighted work cannot be obtained elsewhere at a fair price. In the latter circumstance, the entire work may be copied. In any case, the copy shall contain the notice of copyright, and the student or staff member shall be notified that the copy is to be used only for private study, scholarship, or research. Any other use may subject the person to liability for copyright infringement.

At the request of a teacher, copies may be made for reserve use. The same limits apply as for single or multiple copies designated in "Authorized Reproduction and Use of Copyrighted Material in Print".

Authorized Reproduction and Use of Copyrighted Music

A teacher may make a single copy of a song, movement, or short section from a printed musical work that is unavailable except in a larger work, for purposes of preparing for instruction.

A teacher may make multiple copies for classroom use of an excerpt of not more than 10% of a printed musical work if it is to be used for academic purposes other than performance, provided that the excerpt does not comprise a part of the whole musical work which would constitute a performable unit such as a complete section, movement, or song. Printed musical works which have been purchased may be simplified provided that the fundamental character of the work is not distorted and that lyrics are not added or altered.

A single copy of recordings of performances by students may be made for evaluation or rehearsal purposes.

In an emergency, a teacher may make and use replacement copies of printed music for an imminent musical performance when the purchased copies have been lost, destroyed, or are otherwise not available.

Recording of Broadcast Programs

Television programs may be recorded and used for instruction for up to ten (10) days following recording. The recording may be retained for up to forty-five (45) days for teacher evaluation purposes. The recording may only be replayed for educational purposes in the classroom or a similar learning environment. No program may be recorded by or for the same teacher more than once and the recording may not be altered. A limited number of copies may be made for

legitimate educational purposes. All copies of off-air recordings must include the copyright notice on the broadcast program as recorded. The Superintendent will establish appropriate control procedures to maintain the integrity of these guidelines.

Authorized Reproduction and Use of Copyrighted Materials on Websites

No information or graphics may be posted on any school system official website in violation of any copyright laws. The Superintendent or web maintenance designee is responsible for maintaining copies of permission granted for the use of copyrighted material on any school system official website.

Teacher Instruction to Students for Reproduction and Use of Copyrighted Material

Teachers will instruct students to respect copyright laws and to request permission when their use of material has the potential of being considered an infringement.



Legal Reference: Pub. L. 94–553 Copyright Act of 1976

Procedure History:

ADOPTED: 8/11/14

ISBA

REVISED: 3/14/16

All students, parents, and school employees should assume that school will be in session and buses running as scheduled, unless there is official notification from the Superintendent to the contrary. Such notice will be given via public media, a phone dialer, text messaging service, or other electronic means.

In the event that extremely cold temperatures, wind chill factors, snow, wind, or other circumstances require a modification of the normal routine, the Superintendent will make the modification decision prior to 6:00 a.m. and contact the public radio stations for broadcast to the community and will initiate the emergency ~~fan-out~~ phone tree communication procedure to all administrators.

Work Schedules and Responsibilities for School Closures

Superintendent

Only the Superintendent or acting Superintendent shall have the authority to close schools. The Superintendent will be on duty throughout any existing or potential emergency situation, day or night. All orders that are of doubtful origin should be confirmed with the Superintendent.

Central Administrative Personnel

Central administrative personnel shall be expected to report for duty on their assigned shifts in the event of any school closure insofar as is safely possible. Additional hours may be required, especially of the Maintenance Supervisor, Business Manager, and Personnel Director, depending on the nature of the emergency.

Building-Level Administrators and Key Support Staff

All building-level administrators shall report for duty per their normal shifts or as otherwise directed each day during the school closure, together with the head custodian and at least one (1) secretary, insofar as is safely possible. The building administrator shall ascertain that the building has been adequately secured and that any child who mistakenly reports to school is properly and safely cared for and returned home. The administrator and this minimal support staff shall notify other staff and/or other support employees of the situation, and shall respond to telephone questions. When the situation has been stabilized, the personnel who reported to work may choose to return home. An administrator or exempt employee who does not work a normal day shall then adjust his/her work year by memorandum to the Superintendent by the number of hours not worked on the day or days of school closure.

12-Month Classified Employees

In the event of a school closure, 12-month classified personnel ~~may report for duty or not~~ will report for duty, ~~as directed by their immediate supervisor or~~ unless directed not to report by the Superintendent. Building secretaries and secretaries to the key central administrative personnel who are required to be on duty are expected to report for duty. If a 12-month classified

employee is unable to or does not report for duty, the employee shall complete a leave request form to declare the day as either personal leave, vacation, or leave without pay.

Ten- and 11-Month Classified Employees

Ten- and 11-month employees may report for duty or not report for duty as directed by their immediate supervisor or Superintendent. If such employees do not report for duty, they shall complete a district leave request form to declare the day as either personal leave, vacation, or leave without pay.

Aides, Food Service Workers, and Other 9-Month Classified Employees

These employees work only those days when school is in session and are not expected to work when school is not in session. If school has been closed, 9-month employees should not report for duty unless otherwise directed by their immediate supervisor or the Superintendent.

Teachers (Teachers, Librarians, Psychologists, Counselors)

If schools are closed for weather or other emergency conditions, teachers are not expected to report for duty unless directed otherwise. Teachers do not need to submit an absence form. In cases of school closures, it is customary for the days to be made up at another time; thus teachers will typically still fulfill their contract days.

School Activities and Practices

If schools are closed for weather or other emergency conditions, the building administrator may petition the superintendent of schools to allow any students or group of students to participate in an extra-curricular activity or practice.



Procedure History

ADOPTED: 8/11/14

ISBA

REVISED: 3/13/17

STEM Diploma

The Board may award a STEM Diploma to every student enrolled in the School District who meets the requirements of graduation established by the School District and also completes the following:

1. Eight credits in mathematics;
2. Eight credits in science; and
3. Five credits in the students' choice of any or all subjects of science, technology, engineering, or mathematics.

Students who have completed eight or more credits in mathematics that include Algebra II or a higher-level mathematics class before the student's senior year are not required to take a mathematics class in the student's senior year.

The official transcript will indicate the specific courses taken and level of achievement.

Bi-Literacy Diploma

The Board may award a Bi-Literacy Diploma to every student enrolled in the School District who meets the requirements of graduation established by the School District, demonstrates proficiency in English, and meets one of the following requirements:

1. Passes a foreign language advanced placement exam with a score of 3 or higher; or
2. Passes an international baccalaureate examination with a score of 4 or higher; or
3. Demonstrates intermediate mid-level proficiency or higher in the world language based on the American Council on the Teaching of Foreign Language (ACTFL) proficiency guidelines; or
4. Qualifies for four competency-based credits by demonstrating proficiency in the world language at the intermediate mid-level or higher based on the ACTFL guidelines; or
5. Demonstrates proficiency in speaking, writing, and reading the world language through other national or international assessments approved by the State Board of Education.

To receive this specialty diploma, students are not required to complete more than the total credits required to graduate.

For all Specialty Diplomas, students are responsible for providing counselors with the pertinent documentation of courses or examinations.



Cross Reference: 2700 High School Graduation Requirements
2700P High School Graduation Requirements

Legal Reference: I.C. § 33-523 STEM Diploma

I.C. § 33-524 Bilingual Diploma

I.D.A.P.A. 08.02.01.250.02 Required Attendance

I.D.A.P.A. 08.02.01.350 Early Graduation

I.D.A.P.A. 08.02.03.105 High School Graduation Requirements

Policy History

ADOPTED: 12/10/18

REVISED:

The School Board of Trustees recognizes that some of its patrons may want to enroll their children in a different school than the school that serves the attendance area in which they reside. The Board also recognizes that some out-of-District parents/guardians may want to send their child to a District school that is located within a district other than where their primary residence is located; Therefore, this policy is adopted to allow all in-district and out-of-district patrons to request that their children attend certain choose among this District's schools in the District under specified conditions. In making a decision on a student's open enrollment application, the district shall consider the needs of the student requesting the transfer as well as the other students affected by the transfer. A student currently under suspension or expulsion in this District or another district is not eligible for Open Enrollment under this policy.

Due process for all students remains the same regardless of what school they attend within the District and regardless of where the student resides once accepted under the open enrollment policy.

Transportation

Parents or guardians of a student accepted under this open enrollment policy will be responsible for transporting the accepted student. If bus space is available, then students accepted under the open enrollment policy may be transported from an appropriate, established bus stop within district boundaries.

Varsity Sports

Eligibility rules for participating in extracurricular activities shall apply to students who request to attend a different school as described in this policy and any related procedures.

It is recommended that a student who is considering submitting an open enrollment application to this District, and who anticipates participating in a sport governed by the Idaho High School Activities Association (IHSAA) should review IHSAA rules prior to submitting their open enrollment application. Certain school transfers could lead to a student being ineligible to play at the varsity level for one year.

Application/Approval Process

An open enrollment application must be submitted annually for admission to a specific school. Applications will be accepted from January 1 to February 1 of each year for enrollment in the subsequent school year. It is the School Board's intent to allow waiver of the application acceptance period for continuous acceptance of open enrollment applications when classroom space is available. This deadline shall be waived in the case of students who move out of their attendance zone during the school year.

The Superintendent or designee has established a procedure (see 3010P) for:

- the method of determining which students are chosen when classroom space is limited;

- notifying parents of the action taken on the open enrollment application;
- the factors which may possibly cause an open enrollment application to be denied;
- the process for removing a student from a transfer school, including the grounds for removal, parent notification, and the appeal process.

Re-enrollment

As long as a transfer student continues to reapply for enrollment, the principal shall treat that student as if he/she resides in that school's attendance area, except in the circumstances described below. To the extent possible, the principal shall expedite the enrollment process.

~~In situations where class size is limited, the principal may give priority to certain students. Priorities may include, but are not limited to situations where a student:~~

- ~~• has parents employed by the district;~~
- ~~• was previously enrolled at the requested school during the prior year;~~
- ~~• has a brother or sister enrolled at the requested school;~~
- ~~• resides in the attendance area of another district school;~~
- ~~• has unique situation or extraordinary circumstances; or~~
- ~~• resides in the district and seeks enrollment in another district school under the provisions of the Every Student Succeeds Act.~~

Students who reside in the District and move out of their school attendance zone during the school year must initiate an Open Enrollment request to stay in their school.

The principal may deny an open enrollment request when such enrollment would negatively impact the efficient use of the District resources as described in 3010P. ~~The Superintendent or designee may set numerical guidelines defining hardship for schools, grade levels, or programs to provide for appropriate and efficient use of facilities and staff. The desired student to teacher ratios are outlined in the Class Size policy 2240.~~

Student Rights and Responsibilities

All student's rights and responsibilities remain the same regardless of what school they attend within the District and regardless of where the student resides once accepted under the open enrollment policy. ~~If a student who is a resident of another district applies to this District, is accepted under the terms of this policy, and fails to attend, the student shall be ineligible to apply again for open enrollment in this District.~~

Revocation of a Transfer

1. The District reserves the right to remove a transfer student at any time because of unacceptable behavior in violation of School District policies or because of false or misleading information on the open enrollment application.
2. If a student's transfer is revoked, the parent/guardian may request an administrative review by the Superintendent. The parent/guardian must request the review within five (5) school days of receiving notice that their child's transfer has been revoked.
3. The Superintendent must render a decision to the parent/guardian's request for review within five (5) school days. The decision of the Superintendent may be appealed to the

School Board of Trustees.

Preventing or Recruiting Potential Open Enrollment Students

Neither The District nor its employees will ~~not~~ take any action to prohibit or prevent application by a student to attend school in another school district or to attend another school within the District. In no event is the District, or an employee of the District to recruit students outside of their attendance area. Violation of this policy may involve disciplinary action up to and including dismissal.



Cross Reference: 2240 Class Size
3010P Open Enrollment
3080 Nonresident Student Attendance by Out of State Students

Legal Reference: I.C. §33-512 Governance of Schools
I.C. §33-1401 Transfer of Pupils - Definitions
I.C. §33-1402 Enrollment Options
I.C. §33-2001 Education of Exceptional Children - Definitions

Policy History:

ADOPTED: 12/9/13

ISBA

REVISED: 8/11/14
9/12/16
11/11/19
3/9/20

Date Received _____

3010F

Time Received _____

Twin Falls School District 411 Student Transfer Request

This application is to be completed by a parent or guardian requesting that a student be transferred from another school district, or a school in one residential attendance zone within the district to another school within the district. This application must be complete for the transfer to be considered. **No applications for transfer will be accepted before January 1 for the subsequent school year.** NOTE: For out-of-district applicants, a copy of the applicant student's cumulative record must be attached to this application. The cumulative record may be obtained by the parent/guardian from the student's current school.

Type of Request: <input type="checkbox"/> In-District (live in TFSD) <input type="checkbox"/> Out-of-District (live outside TFSD boundaries)				
Student Name: Last First		Current Grade:	Requested Grade:	School year for requested transfer:
Current Address:		Age:	Date of Birth:	
		Home Phone:		
Name of Father/Stepfather/Guardian:		Work Phone:	Cell Phone:	
Name of Mother/Stepmother/Guardian:		Work Phone:	Cell Phone:	
Currently living with: <input type="checkbox"/> Father <input type="checkbox"/> Mother <input type="checkbox"/> Guardian		Is the student's parent or guardian a Twin Falls School District Employee <input type="checkbox"/> Yes <input type="checkbox"/> No		
Currently living in school boundary of:	School currently attending:	Requested school:		
Special services being provided at current school: <input type="checkbox"/> Special Education <input type="checkbox"/> Elem GT <input type="checkbox"/> ELL <input type="checkbox"/> 504 <input type="checkbox"/> Other:				
Has this student ever been suspended or expelled: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe the circumstances including dates and duration				
Reason for Request				
<input type="checkbox"/> Parent/guardian is a district employee <input type="checkbox"/> Pending acquisition of another home (move to be completed within the semester); necessary documentation is attached (building permit or contractor agreement, proof of occupancy) <input type="checkbox"/> Participation in academic program at receiving school – program _____ <input type="checkbox"/> To allow sibling to attend the same school that another sibling currently attends <input type="checkbox"/> Serious medical/mental/psychological health condition documented by appropriate medical personnel creates needs that cannot be met at the home campus <input type="checkbox"/> Documented, unresolved student conflicts exist that cannot be addressed at the home campus <input type="checkbox"/> Day Care <input type="checkbox"/> Other _____				

This request is made with full agreement to the following:

- I certify that the information provided is accurate and complete.
- I understand that approval of this request shall be dependent upon the acceptance and rejection standards stated in the district’s policy, and revocation of this transfer may occur in accordance to the conditions listed in the district’s policy.
- I understand that students will only be allowed one transfer during the school year.
- I understand that the granted transfer does not guarantee specific classes/courses.
- I understand that state and district athletic eligibility rules and regulations govern participation in athletic and activity programs.
- I understand that initial approval must occur with the receiving school principal; the receiving principal determines a) grade level enrollment, b) the intended education program, and/or c) capacity and class loads in accordance with district policy.
- I understand that state and district athletic eligibility rules and regulations govern participation in athletic and activity programs.
- I understand that my student must continue to attend the resident school until the effective start date of the transfer and that nonattendance is subject to truancy procedures.
- I understand that I am responsible for providing transportation to and from school for my student.
- I understand that requests are approved for one school year only, and it is my responsibility to complete an Open Enrollment Application Form each year until my student moves to the next school level.
- I understand that the transfer can be revoked at any time if there are attendance or discipline issues or if there is no longer space within the grade level, class or program.

Parent/Guardian

In signing this form, the parent/guardian confirms that he/she has read and understands the information listed on this form and that the information is accurate.

Parent/Guardian Signature

Date

Steps:

1. ~~Notify home school principal.~~
2. **Submit this form to the requested school.**
3. **The principal will contact the student’s home school to verify information. Expelled students will be referred to the Superintendent.**
4. **Parents will be notified no later than ~~one day before the start of school~~ 60 days after the application is made. If the request is made after the start of school for the current school year, parents will be notified of a decision within five (5) school days. Approved forms will be sent to the student’s home school for a signature.**
5. **The form will be returned to the requested school and kept on file.**

Receiving Principal’s Comments:	
Transfer Request (Receiving Principal): <input type="checkbox"/> Approved <input type="checkbox"/> Denied If denied due to space, this request will be kept on file for the requested year should space become available.	
Receiving Principal’s Signature:	Date:
Home Principal’s Signature:	Date:

ADOPTED: 8/11/08

TFSD

REVIEWED: 11/11/19

A. Submitting the Form

1. ~~Varsity Sport Participation—A student who plans to participate in a varsity sport governed by the Idaho High School Activities Association (IHSSA) should review IHSSA rules prior to submitting an Open Enrollment Application. Certain school transfers will lead to a student's being ineligible to play at the varsity level for one year.~~

2. Open Enrollment Application forms are available at any Twin Falls District school. ~~Based on mutually agreed upon waivers, Open Enrollment Applications will be accepted at any time throughout the school year, although the general period for accepting applications will be January 1 to February 1 for the following school year.~~ Students who reside in the District and move out of their school attendance zone during the school year must initiate an Open Enrollment request to stay in their school.

The application, together with the student's cumulative record, special education file, IEP, or other applicable documents, if any, should be submitted to the District no later than February 1 for enrollment during the following school year. The School Board may waive this deadline so that the District may continually accept open enrollment application when classroom space is available. The Board or designee will not admit any student prior to viewing that student's records from the student's previous school districts.

The District has the option of accepting a student who does not meet the criteria set forth herein, if the student agrees to special conditions of admission, as set forth by the District.

No tuition shall be charged when a student attends a non-resident school under the State's Enrollment Options Program.

Application for District Students

3. For students who reside in the Twin Falls School District, the parent/guardian completes the Open Enrollment Application form and submits it to the principal of ~~their~~ the school they wish to attend ~~attendance zone school (home receiving school)~~. The receiving school principal will notify the home school principal.

4.

Application for Out-of-District Students

5. For students who reside outside the Twin Falls School District boundary, the parent/guardian completes the Open Enrollment Application form and submits it to the principal of the school they wish to attend (receiving school) and the

parent/guardian must give notice to the home school.

Decision Regarding Application

Once the receiving school principal receives the application from an in-District or out-of-District parent/guardian, the principal makes a determination to approve or not approve the transfer by completing the appropriate section of the Open Enrollment Application. Approval or denial will happen on a case by case basis, utilizing and applying the factors noted below. The receiving school principal, if possible, should be knowledgeable and/or review the applicable records concerning:

1. The student;
2. The student's academic history;
3. The student's disability evaluation data, if any; and/or
4. The placement options

B. Review Approval Process

1. ~~Limited Opening~~ - Applications will normally be considered on a "first-come first-served" basis. However, in situations where openings are limited, the Principal may give priority if a student:
 - has a parent employed by the District;
 - was previously enrolled at the requested school in a prior year;
 - has a brother or sister enrolled at the requested school;
 - resides in the attendance area of another District school; or
 - has a unique situation or extraordinary circumstances.

Any non-resident student placed by court order under the Idaho Youth Rehabilitation Act or the Child Protection Act and residing in a licensed home, agency, or institution located within the District shall be enrolled and shall not be charged tuition.

Homeless children as defined by the Steward B. McKinney Homeless Assistance Act (P.L. 100-77), may attend any school district or school within a district without payment of tuition when it is determined to be in the best interest of such homeless child.

The Superintendent or designee will notify the parent/guardian of his or her decision within 60 days of the application.

If the request for open enrollment is denied, the denial will include a written explanation. If the application is denied because classroom capacity has been reached at the school of choice, the denial may include information about other schools in the District that are below capacity.

If the request for open enrollment is approved, the notification will inform the parents of the following:

1. Parents must provide transportation or get student to the nearest District bus stop, if space is available;
2. State law requires reapplication on an annual basis;
3. Inappropriate behavior in violation of District policies may be grounds for removing the student during the school year; and
4. Special education, English Language Learners (ELL), or alternative school students must meet the requirements and the procedures established for those programs.

Grounds for Denial of Application

Factors which may cause an Open Enrollment Application to be denied include:

1. A school, grade, or program(s) has lack of available classroom space and/or staff, such as when the current enrollment is at or above the following:

<u>Grade</u>	<u>Class/Teacher Load Size</u>
K-1	21
2-3	21
4-5	27
6-12	161 students per teacher per day
Special Education Resource	17
Developmental Preschool	15
Spec. Ed. Self-Contained	An average of 7 students per classroom
English Language Learners (ELL)	21 per full-time ELL teacher
Alternative Schools	13 students per classroom

Exceeding such levels shall constitute a hardship to the District. The enrollment of a student from another District or attendance zone shall also be deemed to constitute a hardship if it would

- a. Require the hiring of additional staff, the provision of educational services not currently provided in the school, or the crowding of existing classes;
 - b. Cause an excessive number of students in a particular building.
2. The student has been suspended or expelled, or has committed a disciplinary violation for which he/she could be suspended or expelled,
 3. The student has a history of other documented disciplinary infractions or would cause a disruption of the education process. Factors to be included in making this determination may include:
 - a. Whether the student in good standing with the most recently attended school in terms of conduct and attendance;
 - b. Whether the student demonstrates a record free of truancy;
 - c. Whether the student demonstrates a clean behavior record in the school

- last attended for a period of at least one year;
 - d. Whether the student's presence poses a detriment to the health and safety of other students and/or staff; or
 - e. It is determined that information on the Open Enrollment Application has been misrepresented or was incomplete.
2. District resident approval process:
- a. ~~A home school principal makes a recommendation to approve or not to approve the transfer by completing the appropriate section of the Open Enrollment Application form.~~
 - b. ~~The home school principal sends the form to the out-of-attendance-area (receiving school) principal.~~
 - c. ~~The receiving school principal makes a recommendation to approve or not to approve the Open Enrollment request by completing the appropriate section of the Open Enrollment application form.~~
3. ~~Out-of-District approval process:~~
- a. ~~A receiving school principal makes a recommendation to approve or not approve the transfer by completing the appropriate section of the Open Enrollment Application form.~~
 - b. ~~The receiving school principal keeps the form on file.~~

C. Parent Notification

- 1. ~~When the application is submitted during the enrollment time period (January 1–February 1, the principal will notify the parent/guardian of his/her decision prior to the start of the next school year.~~
- 2. ~~When the application is submitted outside of the open enrollment time period, notification must be made within 60 days after an application is accepted or prior to the start of the next school year.~~
- 3. ~~If the request for open enrollment is denied, the denial will include a written explanation. If the application is denied because classroom capacity has been reached at the school of choice, the denial may include information about other schools in the district that are below capacity.~~
- 4. ~~The letter approving the request will inform the parents of the following:~~
 - a. ~~Parents must provide transportation or get student to nearest District bus stop, if space is available;~~
 - b. ~~State law requires reapplication on an annual basis; and~~
 - c. ~~Inappropriate behavior in violation of district policies may be grounds for removing the student during the school year.~~
 - d. ~~Special education, English Language Learners (ELL) or alternative school students must meet the requirements and the procedures established for those programs.~~

Students with Disabilities

In-District and out-of-district students with disabilities are not treated differently from non-disabled students with respect to consideration for placement in the school of their choice, unless

the District has made an individual determination that disability-related needs of a particular student with a disability cannot be reasonably met at the school of their choice due to appropriate consideration of teacher and staff resources, program availability, hardship to the District, Declaration of Hardship, and/or other factors.

DEFINITION

School Days: ~~include only those days when school is in session.~~



Legal Reference: I.C. §33-1402 Enrollment Options

Policy History

Adopted: 12/9/13
ISBA 3/03
Revised: 8/11/14
9/12/16
7/9/18
11/11/19

Students who reside in another state may attend a District school when the out-of-state school district and the Twin Falls School District mutually agree, provided such transfer would not cause a hardship on the receiving school. Such attendance shall follow the enrollment process outlined in Policy 3010 for out-of-District students.

District Students Attending School in Another State

The Board of Trustees may agree in writing, on annual basis, that a resident student attend school in the nearest appropriate school district in a neighboring state. Such agreement shall state the rate of tuition and cost of transportation, if any, to be paid by the District. The agreement will be entered into the records of the Board of Trustees. A copy must be filed with the State Board of Education.

Out of State Students Attending School in the District

The Board of Trustees may, upon approval of the State Board of Education, enter into an agreement with the governing body of a school district in another state for education and/or transportation of an out-of-state student. The rate of tuition, cost of transportation as well as other appropriate costs shall be specifically addressed in the agreement. The agreement will be entered into the records of the Board of Trustees with a copy to be filed with the State Board of Education.

An open enrollment out-of-district student who becomes eligible for special education during the school year will be allowed to complete the school year as an open enrollment student, however, the student may be re-evaluated and/or his or her enrollment status may be reviewed prior to enrollment for the following year, and depending upon circumstances, such enrollment may be denied in accordance with the District's Open Enrollment Policy, this District's Hardship Declaration and/or other factors.

Cross Reference: 3010 Open Enrollment

Legal References: I.C. § 33-1400, *et seq.* Transfer of Pupils
I.C. § 33-205 Denial of School Attendance

Policy History:

Adopted on:

Revised on:

Policy Purpose

The purpose of this policy is to promote working and learning environments that are free from sex and gender-based harassment, discrimination, and retaliation, and to affirm The Twin Falls School District's commitment to non-discrimination, equity in education and equal opportunity for employment.

Scope of Policy

This policy applies to all members of Twin Falls School District's community, including students, employees, and other members of the public including guests, visitors, volunteers, and invitees.

Policy Statement

The Twin Falls School District is committed to providing a workplace and educational environment, as well as other benefits, programs, and activities, that are free from sex and gender-based harassment, discrimination, and retaliation. Accordingly, the District prohibits harassment and discrimination on the basis of sex, sexual orientation, gender, gender identity, and pregnancy, as well as retaliation against individuals who report allegations of sex and gender-based harassment and discrimination, file a formal complaint, or participate in a grievance process.

Students, employees, or other members of the District community who believe that they have been subjected to sex or gender-based harassment, discrimination, or retaliation should report the incident to the Title IX Coordinators, who will provide information about supportive measures and the applicable grievance process(es). Violations of this policy may result in discipline for both students and District employees.

Title IX Coordinators

The Associate Superintendent and Human Resources Director serve as the Twin Falls School District's Title IX Coordinators and oversee implementation of this policy. The Title IX Coordinators have the primary responsibility for coordinating the District's efforts related to the intake, investigation, resolution, and implementation of supportive measures to stop, remediate, and prevent sex and gender-based harassment, discrimination, and retaliation prohibited under this policy. The Title IX Coordinators acts with independence and authority and is free from bias and conflicts of interest.

To raise any concern involving bias, conflict of interest, misconduct or discrimination committed by the Title IX Coordinators, contact the Superintendent.

If the District's Title IX Coordinators are the subject of any complaint regarding sex or gender-based harassment or has an apparent bias or conflict of interest regarding such a case, another person shall be appointed to act as the Title IX Coordinators for handling that case. Such appointees may include, but are not limited to:

1. The Title IX Coordinator of another school district which the District has an agreement with;
2. Another employee of the District who is qualified and trained to address the matter;
3. A qualified and trained individual who enters into a professional services contract with the District; including but not limited to the District's legal counsel and/or contracted Human Resources or Title IX professionals.

Concerns of bias, conflict of interest, misconduct, or discrimination committed by any other official involved in the implementation of this policy or related grievance processes should be raised with the Title IX Coordinators.

Mandatory Reporters

Twin Falls School District has classified all employees as mandatory reporters of any knowledge they have that a member of the District community experienced sex or gender-based harassment, discrimination, and/or retaliation. Accordingly, all District employees must promptly report actual or suspected sex and gender-based harassment, discrimination, and/or retaliation to the Title IX Coordinators. District employees must share with the Title IX Coordinators all known details of a report made to them in the course of their employment, as well as all details of behaviors under this policy that they observe or have knowledge of. Failure of a District employee to report an incident of sex or gender-based harassment, discrimination, or retaliation to the Title IX Coordinators of which they become aware is a violation of this policy and can be subject to disciplinary action for failure to comply.

In addition, District employees must also report allegations of suspected child abuse and/or neglect to either law enforcement or the Idaho Department of Health and Welfare as described in Policy 5260.

Contact Information

Complaints or notice of alleged policy violations, or inquiries about or concerns regarding this policy and related procedures, may be made internally to Twin Falls School District Title IX Coordinator (or deputies, if applicable) using the contact information below:

Shannon Swafford

Bill Brulotte

Office of Human Resources

Office of the Associate Superintendent

201 Main Ave. W.

201 Main Ave. W.

Twin Falls, ID 83301

Twin Falls, ID 83301

208-733-6900

208-733-6900

swaffordsh@tfsd.org

brulottewi@tfsd.org

www.tfsd.org

www.tfsd.org

External inquiries can be made to the U.S. Department of Education, Office for Civil Rights, Region 10, using the contact information below:

Seattle Office
Office for Civil Rights
U.S. Department of Education
915 Second Avenue, #3310
Seattle, WA 98174-1099
OCR.Seattle@ed.gov
1-800-877-8339

Notice/Formal Complaints of Sex and Gender-Based Harassment, Discrimination, and/or Retaliation

Notice or formal complaints of sex or gender-based harassment, discrimination, and/or retaliation may be made using any of the following options:

1. File a complaint with, or give verbal notice to, the Title IX Coordinators (or deputy/deputies, if applicable). Such a report may be made at any time, including during non-business hours, by using the telephone number, email address, or by mail to the office address listed for the Title IX Coordinators (or any other official as listed above).
2. Report online, using the reporting form posted at <https://www.tfsd.org/school-board-2/policy-manual/>.
3. Report by phone at 208-733-6900.

When notice is received regarding conduct that may constitute Title IX sexual harassment, Twin Falls School District shall provide information about supportive measures and how to file a formal complaint, as described in 3085P.

A formal complaint means a document filed/signed by the alleged victim or signed by the Title IX Coordinators alleging an individual violated this policy and requesting that the District investigate the allegation(s). As used in this paragraph, the phrase “document filed/signed by the alleged victim” means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the District, if applicable) that contains the alleged victim’s physical or digital signature, or otherwise indicates that the alleged victim is the

person filing the complaint. For example, an alleged victim may send an email to the Title IX Coordinator, identify themselves as the alleged victim and the one sending the email, to file a formal complaint. If notice is submitted in a form that does not meet this standard, the Title IX Coordinators will contact the alleged victim to ensure that it is filed correctly.

Parents and legal guardians of primary and secondary school students who have the legal authority to act on their child's behalf may file a formal complaint on behalf of their child.

Grievance Processes

When a formal complaint is made alleging that this policy was violated, the allegations are subject to resolution using one of Twin Falls School District's grievance processes noted below, as determined by the Title IX Coordinators. All processes provide for a prompt, fair, and impartial process.

1. For formal complaints regarding conduct that may constitute Title IX sexual harassment involving students or employees, the District will implement procedures detailed in Procedure 3085P.
2. For formal complaints regarding sex and gender-based harassment, discrimination and/or retaliation where students are the accused party, and that do not constitute Title IX sexual harassment, the District will implement procedures described in the Relationship Abuse and Sexual Assault Prevention and Response Policy 3285, Sexual Harassment/Intimidation of Students 3290, Hazing Harassment, Intimidation, Bullying, Cyber Bullying 3295, and Corrective Action and Punishment 3340 policies.
3. For formal complaints regarding sex and gender-based harassment, discrimination and/or retaliation where employees are the accused party, and that do not constitute Title IX sexual harassment, the District will implement procedures described in Uniform Grievance Procedure 4120, Classified Employment, Sexual Harassment/Sexual Intimidation in the Workplace Policy 5240, Adult Sexual Misconduct 5275, and Assignment, and Grievance 5800.

Cross References:	3570	Student Records
	3570P	Student Records
	3285	Relationship Abuse and Sexual Assault Prevention and Response
	3290	Sexual Harassment/Intimidation of Students
	3295	Hazing, Harassment, Intimidation, Bullying, Cyber Bullying
	3295P	Hazing, Harassment, Intimidation, Bullying, Cyber Bullying
	3340	Corrective Action and Punishment
	3085P	Title IX Sexual Harassment Grievance Process
	4120	Uniform Grievance Procedure

4600	Volunteer Assistance
4600P	Volunteer Confidentiality
5240	Sexual Harassment/Sexual Intimidation in the Workplace
5260	Abused and Neglected Child Reporting
5275	Adult Sexual Misconduct
5500	Personnel Files
5500P	Releasing Personnel Records
5800	Classified Employment, Assignment, and Grievance
5800P	Classified Employee Grievance Procedure

Legal References:	20 U.S.C. §§ 1681 - 1682	Title IX of the Education Amendments of 1972
	34 CFR Part 106	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance

Policy History:

Adopted on:

Revised on:

Reviewed on:

When This Process Will Be Used

The procedures outlined in this process apply only to qualifying allegations of Title IX sexual harassment involving members of the Twin Falls School District community, which include students, staff, administrators, and faculty members. A qualifying allegation must include all of the following elements:

1. The alleged conduct would constitute Title IX sexual harassment as defined below;
2. The conduct occurred in a District educational program or activity as defined below;
3. The respondent is a member of the District community as defined below;
4. The conduct occurred against a person in the United States; and
5. In cases where formal complaints are filed, at the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the District's education program or activity.

Allegations of sexual misconduct that do not meet the criteria above will be addressed through the applicable procedures outlined in Policy 3085, as determined by the Title IX Coordinators.

Collateral Misconduct

This procedure may be used to address collateral misconduct (e.g., vandalism, physical abuse of another, retaliation, etc.) arising from the investigation of, or occurring in conjunction with, reported conduct that meets the criteria of a qualifying allegation of Title IX sexual harassment as described above. For example, if a formal complaint is filed alleging that a qualifying allegation of Title IX sexual harassment has occurred and, an act of vandalism occurred during the same incident, both allegations may be addressed using the procedures described below.

Terms Used for This process

“Advisor” means a person chosen by a party to accompany the party to meetings, interviews, or hearings related to this grievance process, and to advise the party on the process.

“Appeal decision-maker or panel” refers to those who have decision-making authority during the appeals phase of the District's formal grievance process.

“Complainant” means an individual who is alleged to be the victim of conduct that could constitute Title IX sexual harassment, as defined below.

“Twin Falls School District community” means, for the purpose of this process, District students, staff, administrators, and faculty members.

“Education Program or Activity” means locations, events, or circumstances where the District exercises substantial control over both the respondent and the context in which the Title IX sexual harassment occurs. For example, this could include, but is not limited to, conduct that takes place within a District school or on property owned or controlled by the District, or at

District-sponsored events.

“Formal complaint” means a document submitted by a complainant or their parent/guardian or signed by the Title IX Coordinators alleging Policy 3085 and requesting that the District investigate.

“Formal grievance process” is the method of formal resolution used to determine whether a qualifying allegation of Title IX sexual harassment as described above violates Policy 3085. The formal grievance process is used in a manner that complies with the requirements of the 34 CFR §106.45.

“Decision-maker or panel” refers to those who have decision-making and sanctioning authority within the District’s formal grievance process.

“Investigator” means the person or persons assigned by the District to gather facts during the formal grievance process, assess relevance and credibility, synthesize the evidence, and compile this information into an investigation report.

“Notice” means that any District employee, including the Title IX Coordinators, is made aware of conduct that may constitute a violation of Policy 3085.

“Parties” include the complainant(s) and respondent(s), collectively.

“Remedies” are applied to the complainant and/or the District community, following a resolution, to address safety, prevent recurrence, and restore access to the District’s educational program.

“Respondent” means someone who has been reported as having engaged in conduct that could constitute Title IX sexual harassment, as defined below.

“Sanction” means a consequence imposed by the District on a respondent who is found to have violated Policy 3085 subsequent to engaging in the formal grievance process.

“Title IX Coordinators” is the official(s) designated by the District to ensure compliance with Title IX and the District’s Title IX program. References to the Title IX Coordinators throughout this document may also include a designee of the Title IX Coordinators for specific tasks.

References to the complainant, respondent, or to the parties collectively throughout these procedures may also include their parent(s)/guardian(s) when applicable.

Definition of Title IX Sexual Harassment

Title IX sexual harassment, as an umbrella category, includes the actual or attempted offenses of quid pro quo harassment, sexual harassment, sexual assault, domestic violence, dating violence, and stalking, and is defined as:

Conduct on the basis of sex or that is sexual that satisfies one or more of the following criteria:

1. Quid pro quo harassment: An employee of the Twin Falls School District conditions, explicitly or implicitly, the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct.
2. Sexual harassment: Unwelcome conduct determined by a reasonable person to be so severe and pervasive and objectively offensive that it effectively denies a person equal access to the District's Education Program or Activity.

Unwelcomeness, severity, pervasiveness, and objective offensiveness shall be determined as described in the U.S. Equal Employment Opportunity Commission's Policy Guidance on Current Issues of Sexual Harassment.

3. Sexual assault: Sexual assault shall mean forcible and non-forcible sex offenses as defined in the Clery Act, or dating violence, domestic violence, stalking as defined in the Violence Against Women Act (VAWA).

Acts of Title IX sexual harassment may be committed by any person upon any other person, regardless of the sex, sexual orientation, and/or gender identity of those involved.

Definitions of Force, Coercion, Consent, and Incapacitation

As used in the definitions referenced for the offenses listed above, the following definitions and understandings apply:

Force is the use of physical violence and/or physical imposition to gain sexual access. Force also includes threats, intimidation (implied threats), and coercion that is intended to overcome resistance or produce consent.

Sexual activity that is forced is, by definition, non-consensual, but non-consensual sexual activity is not necessarily forced. Silence or the absence of resistance alone is not consent. Consent is not demonstrated by the absence of resistance. While resistance is not required or necessary, it is a clear demonstration of non-consent.

Coercion is unreasonable pressure for sexual activity. Coercive conduct differs from seductive conduct based on factors such as the type and/or extent of the pressure used to obtain consent. When someone makes clear that they do not want to engage in certain sexual activity, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive.

Consent is knowing, voluntary, and clear permission by word or action to engage in sexual activity. Individuals may experience the same interaction in different ways. Therefore, it is the responsibility of each party to determine that the other has consented before engaging in the

activity. If consent is not clearly provided prior to engaging in the activity, consent may be ratified by word or action at some point during the interaction or thereafter, but clear communication from the outset is strongly encouraged.

For consent to be valid, there must be a clear expression in words or actions that the other individual consented to that specific sexual conduct. Consent to reasonable reciprocation can be implied. For example, if someone kisses you, you can kiss them back (if you want to) without the need to explicitly obtain *their* consent to being kissed back.

Consent can also be withdrawn once given, as long as the withdrawal is reasonably and clearly communicated. If consent is withdrawn in the middle of a sexual act, that sexual activity should stop immediately. If consent is withdrawn while the other party is not present, the activity shall cease as soon as is practicable.

Consent to some sexual contact, such as kissing or fondling, does not imply there is consent for other sexual activity, such as intercourse. A current or previous intimate relationship is not sufficient to constitute consent.

Proof of consent or non-consent is not a burden placed on either party involved in an incident. Instead, the burden remains on the District to determine whether policy has been violated. The existence of consent is based on the totality of the circumstances evaluated from the perspective of a reasonable person in the same or similar circumstances, including the context in which the alleged incident occurred and any similar, previous patterns that may be evidenced.

A person cannot consent if they are unable to understand what is happening or are disoriented, helpless, asleep, or unconscious, for any reason, including by alcohol or other drugs. It is a violation of policy if a respondent engages in sexual activity with someone who is incapable of giving consent.

It is a defense to a District policy violation that the respondent neither knew nor should have known the complainant to be physically or mentally incapacitated. “Should have known” is an objective, reasonable person standard that assumes that a reasonable person is both sober and exercising sound judgment.

Incapacitation occurs when someone cannot make rational, reasonable decisions because they lack the capacity to give knowing/informed consent (e.g., to understand the “who, what, when, where, why, or how” of their sexual interaction).

Incapacitation is determined through consideration of all relevant indicators of an individual’s state and is not synonymous with intoxication, impairment, blackout, and/or being drunk. Incapacitation also covers a person whose incapacity results from a temporary or permanent physical or mental health condition, involuntary physical restraint, and/or the consumption of incapacitating drugs.

Retaliation

The Twin Falls School District and any member of the District community are prohibited from taking materially adverse action by intimidating, threatening, coercing, harassing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by law or policy, or because the individual has made a report or formal complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under Policy 3085 or its associated grievance processes.

Acts of alleged retaliation should be reported immediately to the Title IX Coordinators and will be promptly investigated either as collateral misconduct under this process or, as determined by the Title IX Coordinators, through the applicable procedures outlined in Policy 3085. The District will take all appropriate and available steps to protect individuals who fear that they may be subjected to retaliation.

Filing a complaint under another District policy or procedure related to the incident could be considered retaliatory if those charges are made for the purpose of interfering with or circumventing any right or privilege provided under this process that is not provided under the other District policy/procedure that was used. Therefore, the District vets all complaints carefully to ensure this does not happen, and to assure that complaints are tracked to the appropriate process.

The exercise of rights protected under the First Amendment does not constitute retaliation. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of this grievance process does not constitute retaliation, provided that a determination regarding responsibility, alone, is not sufficient to conclude that any party has made a materially false statement in bad faith.

Supportive Measures

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the parties. Supportive measures are designed to restore or preserve access to the District's Education Program or Activity, including measures designed to protect the safety of all parties or the District's educational environment, and/or deter Title IX sexual harassment.

The Title IX Coordinators shall promptly make supportive measures available to the complainant upon receiving notice or a formal complaint alleging they were the victim of Title IX sexual harassment, and to the respondent upon receipt of a formal complaint alleging that they engaged in Title IX sexual harassment in violation of Policy 3085. At the time that supportive measures are offered, the District will inform the complainant, in writing, that they may file a formal complaint with the District either at that time or in the future, if they have not done so already.

The Title IX Coordinators work with the complainant and/or their parent/guardian to ensure that their wishes are considered with respect to the supportive measures that are planned and implemented.

The District shall maintain the privacy of the supportive measures so long as the privacy does not impair the District's ability to provide the supportive measures. The District shall reduce the academic or occupational impact on the parties as much as possible and shall implement measures in a way that does not unreasonably burden the other party.

Examples of supportive measures may include, but are not limited to:

1. Referral to counseling, medical, and/or other healthcare services;
2. Referral to the Employee Assistance Program;
3. Referral to community-based service providers;
4. Visa and immigration assistance;
5. Education of the school community or community subgroup(s);
6. Altering work arrangements for employees;
7. Safety planning;
8. Providing school safety escorts;
9. Providing transportation accommodations;
10. Implementing contact limitations, such as no contact orders, between the parties;
11. Academic support, extensions of deadlines, or other course or program-related adjustments;
12. Emergency warnings;
13. Class schedule modifications, withdrawals, or leaves of absence;
14. Increased security and monitoring of certain areas of the school; and
15. Any other actions deemed appropriate by the Title IX Coordinators

Allegations of violations of no contact orders will be investigated either as collateral misconduct under this process or through the applicable procedures outlined in Policy 3085, as determined by the Title IX Coordinators.

Emergency Removal

The District can act to remove a student respondent entirely or partially from its education program or activities on an emergency basis when an individualized safety and risk analysis has determined that an immediate threat to the physical health or safety of any student or other individual justifies removal.

This risk analysis is performed by the Title IX Coordinators in conjunction with the District/School threat assessment team. In cases when an emergency removal involves a student with a disability who is receiving services under an Individualized Education Program (IEP), this risk analysis will also be performed in conjunction with the student's IEP Team and may present the need for a manifestation determination.

In all cases in which an emergency removal is imposed, the student respondent and their parent/guardian will be given notice of the action and the option to request to meet with the Title IX Coordinators prior to such action/removal being imposed, or as soon thereafter as reasonably possible, to demonstrate why the action/removal should not be implemented or should be modified.

This meeting is not a hearing on the merits of the allegation(s), but rather is an administrative process intended to determine solely whether the emergency removal is appropriate. A student respondent may be accompanied by an advisor of their choice during the meeting. The student respondent will be given access to a written summary of the basis for the emergency removal prior to the meeting to allow for adequate preparation. A complainant and their advisor may be permitted to participate in this meeting if the Title IX Coordinators determine it is equitable to do so.

When this meeting is not requested, objections to the emergency removal will be deemed waived, except as described below.

In cases when an emergency removal involves a student with a disability who is receiving services under an IEP, this meeting can serve as the student's manifestation determination hearing and will be conducted in accordance with the requirements of the Individuals with Disabilities Education Act (IDEA). The student will not have to request such a meeting as it will be scheduled and held within ten days of the decision to implement the emergency removal. If it is determined that an emergency removal is necessary for more than ten school days, the removal would constitute a change in placement and shall be addressed in accordance with the requirements of the IDEA. The results of the manifestation determination may be appealed in accordance with the requirements under the IDEA.

This section also applies to any restrictions that a coach or athletic administrator may place on a student-athlete arising from allegations related to Title IX sexual harassment. There is no appeal process for emergency removal decisions.

The Title IX Coordinators shall have sole discretion under this process to implement or stay an emergency removal and to determine the conditions and duration. Violation of an emergency removal shall be grounds for discipline, which may include expulsion.

The District will implement the least restrictive emergency actions possible in light of the circumstances and safety concerns. As determined by the Title IX Coordinators these actions could include, but are not limited to:

1. Temporarily re-assigning an employee;
2. Restricting a student's or employee's access to or use of facilities or equipment;
3. Changing transportation arrangements;
4. Authorizing an administrative leave;
5. Suspending a student's participation in extracurricular activities, student organizational leadership, or athletics; and
6. Any other actions deemed appropriate by the Title IX Coordinators

At the discretion of the Title IX Coordinators, alternative coursework options may be pursued to ensure as minimal an academic impact as possible on the parties.

Where the respondent is an employee, existing provisions for interim action are applicable.

Promptness

All allegations of Title IX sexual harassment, whether by notice or formal complaint, shall be acted upon promptly. Formal complaints that are addressed through this process typically do not take in excess of 60 calendar days to resolve. There may be exceptions and extenuating circumstances that cause a resolution to take longer, but the District will avoid all undue delays within its control.

If the timeframes for resolution outlined in these procedures will be delayed, the District shall provide written notice to the parties of the delay, the cause of the delay, and an estimate of the anticipated additional time that will be needed as a result of the delay.

Privacy

The District shall make every effort to preserve the privacy of reports of Title IX sexual harassment.

“Privacy” means that information related to notice or a formal complaint will only be shared with the parties, their advisors, and a limited number of District employees who “need to know” in order to assist in the assessment, investigation, and resolution of the report. All employees who are involved in the District’s Title IX sexual harassment response under this process shall receive specific training and guidance about sharing and safeguarding private information in accordance with state and federal law. The privacy of student education records will be protected in accordance with the Family Educational Rights and Privacy Act (FERPA), as outlined in the District’s policies and procedures on student records. The privacy of employee records will be protected in accordance with District policies regarding personnel records.

The District shall not share the identity of any individual who has made a report or formal complaint of Title IX sexual harassment, any complainant, any respondent, or any witness, except as permitted by the 20 U.S.C. 1232g or 34 CFR part 99 or as required by law; or to carry out the purposes of 34 CFR Part 106, including the conducting of any investigation, hearing, or grievance proceeding arising under these procedures.

The District reserves the right to determine which District officials have a legitimate educational interest in information about incidents that fall within this process, pursuant to FERPA.

Time Limits on Reporting

There is no time limit on providing notice or formal complaints to the Title IX Coordinators. However, if the respondent is no longer subject to the District’s jurisdiction and/or significant time has passed, the ability to investigate, respond, and provide remedies may be more limited or impossible.

Acting on notice/formal complaints significantly impacted by the passage of time shall be at the discretion of the Title IX Coordinators, who may document allegations for future reference, offer supportive measures and/or remedies, and/or engage in informal or formal action, as appropriate.

Online Harassment

Policy 3085 and these procedures are written and interpreted to include online manifestations of any of the conduct prohibited above, when the conduct occurs in the District's Education Program and Activities or uses the District's networks, technology, or equipment.

When a Complainant Does Not Wish To Proceed

If a complainant does not wish for their name to be shared, does not wish for an investigation to take place, or does not want a formal complaint to be pursued, they may make such a request to the Title IX Coordinators, who shall evaluate that request in light of the duty to ensure the safety of the Twin Falls School District community and to comply with state or federal law.

The Title IX Coordinators shall have ultimate discretion over whether the District proceeds when the complainant does not wish to do so, and the Title IX Coordinators may sign a formal complaint to initiate the applicable grievance process. Any decision to proceed should be due to a compelling risk to health and/or safety that requires the District to pursue formal action to protect the District community.

A compelling risk to health and/or safety may result from evidence of patterns of misconduct, predatory conduct, threats, abuse of minors, use of weapons, and/or violence. The District may be compelled to act on alleged employee misconduct irrespective of a complainant's wishes. The Title IX Coordinators shall also consider the effect that non-participation by the complainant may have on the availability of evidence and the District's ability to pursue a grievance process fairly and effectively.

When the Title IX Coordinators sign the formal complaint, they do not become the complainant. The complainant is the individual who is alleged to have experienced conduct that may constitute Title IX sexual harassment.

When the District proceeds, the complainant (or their advisor) may have as much or as little involvement in the process as they wish. The complainant retains all rights of a complainant under this process irrespective of their level of participation. Typically, when the complainant chooses not to participate, the advisor or the complainant's parent/guardian may be appointed as proxy for the complainant throughout the process, acting to ensure and protect the rights of the complainant, though this does not extend to the provision of evidence or testimony except in situations where a complainant is unable to provide evidence or testimony without assistance (e.g. due to age, disability, etc.).

The District's ability to remedy and respond to notice of Title IX sexual harassment may be limited if the complainant does not want the District to proceed with an investigation and/or

grievance process. The goal is to provide the complainant with as much control over the process as possible, while balancing the District's obligation to protect its community.

In cases in which the complainant requests no formal action and the circumstances allow the District to honor that request, the District shall offer informal resolution options as described below, supportive measures, and remedies to the complainant, but will not otherwise pursue the formal grievance process.

If the complainant elects to take no action, they can change that decision if they decide to pursue a formal complaint at a later date. Upon making a formal complaint, a complainant has the right, and can expect, to have allegations taken seriously by the District, and to have the incident investigated and properly resolved through the applicable procedures, as determined by the Title IX Coordinators, as outlined in Policy 3085. Please consider that delays may cause limitations on access to evidence, or present issues with respect to the status of the parties.

False Allegations and Evidence

Deliberately false and/or malicious accusations are a serious offense and will be subject to appropriate disciplinary action. This does not include allegations that are made in good faith but are ultimately shown to be erroneous or do not result in a policy violation determination. Additionally, witnesses and parties knowingly providing false evidence, tampering with or destroying evidence, or deliberately misleading an official conducting an investigation can be subject to discipline under District policy.

Resolution Processes for Qualifying Allegations of Title IX Sexual Harassment

Upon receiving a formal complaint or notice pertaining to a qualifying allegation of Title IX sexual harassment, the Title IX Coordinators initiates a prompt initial assessment. The Title IX Coordinators will initiate at least one of the following responses:

1. Offering and/or implementing only supportive measures because the complainant does not want to file a formal complaint.
2. An informal resolution process upon submission of a formal complaint; and/or
3. A formal grievance, upon submission of a formal complaint, including an investigation and a determination of whether Policy 3085 was violated.

The District shall use the formal grievance process as detailed by the procedures below to determine whether or not a qualifying allegation of Title IX sexual harassment violates Policy 3085. If so, the District will promptly implement effective remedies designed to ensure that it is not deliberately indifferent to Title IX sexual harassment, its potential recurrence, or its effects.

Initial Assessment

The Title IX Coordinators' initial assessment typically occurs within one to three school days. The steps in an initial assessment can include:

1. If notice is given, the Title IX Coordinators seek to determine whether the complainant wishes to make a formal complaint and will assist them in doing so, if desired. If the complainant does not wish to make a formal complaint, the Title IX Coordinators determine whether to initiate a formal complaint due to a compelling threat to health and/or safety.
2. If a formal complaint is received, the Title IX Coordinators assess its sufficiency and works with the complainant to make sure it is correctly completed.
3. The Title IX Coordinators reach out to the complainant to offer supportive measures.
4. The Title IX Coordinators work with the complainant to ensure they are aware of the right to have an Advisor.
5. The Title IX Coordinators work with the complainant to determine whether the complainant prefers a supportive measures only response, an informal resolution process, or a formal grievance process.
 - A. If a supportive measures only response is preferred, the Title IX Coordinators work with the complainant to identify their wishes, assesses the request, and implement the measures accordingly. No formal grievance process is initiated, though the complainant can elect to initiate one later, if desired.
 - B. If an informal resolution process is preferred, the Title IX Coordinators assess whether the complaint is suitable for informal resolution and may seek to determine whether the respondent is also willing to engage in informal resolution.
 - C. If a formal grievance process is preferred, the Title IX Coordinators determine whether the conduct alleged constitutes a qualifying allegation of Title IX sexual harassment:
 - I. If it does, the Title IX Coordinators will initiate the formal grievance process.
 - II. If it does not, the Title IX Coordinators will "dismiss" the complaint under this process and may address the allegation(s) using the applicable grievance process as outlined in Policy 3085. Dismissing a complaint under this process is solely a procedural requirement under Title IX and does not limit the District's authority to address a formal complaint through a different applicable process.

Dismissal - Mandatory and Discretionary

The District must dismiss a formal complaint or any allegations therein if, at any time during the investigation or meeting with the Decision-maker or panel, it is determined that the conduct alleged in the formal complaint would not constitute a qualifying allegation of Title IX sexual harassment as defined above, even if proved.

The District may dismiss a formal complaint or any allegations therein if, at any time during the investigation or meeting with the Decision-maker:

1. A complainant notifies the Title IX Coordinators in writing that the complainant would like to withdraw the formal complaint in whole or in part; or
2. The respondent is no longer enrolled in or employed by the District; or
3. Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon any dismissal, the District will promptly send written notice of the dismissal and the rationale for doing so simultaneously to the parties. This dismissal decision is appealable by any party under the appeal procedures below.

Counterclaims

The District shall ensure that the grievance process is not abused for retaliatory purposes. The District permits the filing of counterclaims but uses an initial assessment, described above, to assess whether the allegations in the counterclaim are made in good faith. Counterclaims by a respondent may be made in good faith, but are, on occasion, also made for purposes of retaliation. Counterclaims made with retaliatory intent will not be permitted.

Counterclaims determined to have been reported in good faith will be processed using the applicable procedure, as determined by the Title IX Coordinators. Investigation of such claims may take place after resolution of the underlying initial allegation, in which case a delay may occur.

Counterclaims may also be resolved through the same investigation as the underlying allegation, at the discretion of the Title IX Coordinators. When counterclaims are not made in good faith, they will be considered retaliatory and may constitute a violation of Policy 3085.

Statement of the Rights of the Parties

Any parties, as defined in this procedure, have the following rights:

1. The right to an equitable investigation and resolution of all credible allegations of Title IX sexual harassment made in good faith to District officials.
2. The right to timely written notice of all alleged violations, including the identity of the parties involved, if known; the precise misconduct being alleged; the date and location of the alleged misconduct, if known; the implicated policies and procedures; and possible sanctions.

3. The right to timely written notice of any material adjustments to the allegations; such as additional incidents or allegations, additional complainants, or unsubstantiated allegations; and any attendant adjustments needed to clarify potentially implicated policy violations.
4. The right to be informed in advance of any public release of information regarding the allegation(s) or underlying incident(s), whenever possible.
5. The right not to have any personally identifiable information released to the public without consent provided, except to the extent permitted by law.
6. The right to be treated with respect by District officials.
7. The right to have District policies and procedures followed without material deviation.
8. The right not to be pressured to informally resolve any reported misconduct involving violence, including sexual violence.
9. The right not to be discouraged by District officials from reporting Title IX sexual harassment to both District and local authorities.
10. The right to have allegations of violations of Policy 3085 responded to promptly and with sensitivity by law enforcement and District officials.
11. The right to be informed of available supportive measures, both in the District and in the community.
12. The right to a District-implemented no contact order when a person has engaged in or threatens to engage in stalking, threatening, harassing, or other improper conduct.
13. The right to be informed of available assistance in changing academic and/or working situations after an alleged incident of Title IX sexual harassment, if such changes are reasonably available. No formal complaint or investigation, either District or criminal, needs to occur before this option is available. Such actions may include, but are not limited to:
 - A. Changing an employee's work environment, such as changing their reporting structure or office or workspace relocation;
 - B. Transportation accommodations;
 - C. Visa or immigration assistance;
 - D. Exam, paper, and/or assignment rescheduling or adjustment;
 - E. Transferring classes;
 - F. Temporary leave of absence;
 - G. School safety escorts;
 - H. Alternative course completion options.

14. The right to have the District maintain such actions for as long as necessary and for supportive measures to remain private, provided privacy does not impair the District's ability to provide the supportive measures.
15. The right to receive sufficiently advanced, written notice of any meeting or interview involving the other party, when possible.
16. The right to ask the investigator(s) and decision-maker(s) to identify and question relevant witnesses, including expert witnesses.
17. The right to provide the investigator(s)/decision-maker(s) with a list of questions that, if deemed relevant by the investigator(s)/Chair, may be asked of any party or witness.
18. The right not to have irrelevant prior sexual history or character admitted as evidence.
19. The right to know the relevant and directly related evidence obtained and to respond to that evidence.
20. The right to a fair opportunity to provide the investigator(s) with their account of the alleged misconduct.
21. The right to receive a copy of the investigation report, including all factual, policy, and/or credibility analyses performed, and all relevant and directly related evidence available and used to produce the investigation report, subject to the privacy limitations imposed by state and federal law and the right to have at least ten school days to review the report prior to any determination being made.
22. The right to respond to the investigation report, including comments providing any additional relevant evidence after the opportunity to review the investigation report.
23. The right to be informed of the names of all witnesses whose information will be used to make a finding, in advance of that finding, when relevant.
24. The right to regular updates on the status of the investigation and/or resolution.
25. The right to have reports of alleged policy violations addressed by investigators, Title IX Coordinators, and decision-maker(s) who have received relevant training.
26. The right to preservation of privacy, to the extent possible and permitted by law.
27. The right to meetings, interviews, and/or hearings that are closed to the public.
28. The right to petition that any District representative in the process be recused on the basis of disqualifying bias and/or conflict of interest.

29. The right to have an advisor of their choice to accompany and assist the party in all meetings, interviews, and/or hearings associated with the resolution process.
30. The right to the use of the appropriate standard of evidence, clear and convincing evidence, to make a finding after an objective evaluation of all relevant evidence.
31. The right to have an impact statement considered by the Decision-maker(s) following a determination of responsibility for any allegation, but prior to sanctioning.
32. The right to be promptly informed in a written notice of outcome letter of the finding(s) and sanction(s) of the formal grievance process and a detailed rationale of the decision, including an explanation of how credibility was assessed, delivered simultaneously—meaning without undue delay—to the parties.
33. The right to be informed in writing of when a decision by the District is considered final and any changes to the sanction(s) that occur before the decision is finalized.
34. The right to be informed of the opportunity to appeal the finding(s) and sanction(s) of the formal grievance process, and the procedures for doing so in accordance with the standards for appeal established by the District.
35. The right to a fundamentally fair resolution as defined in these procedures.

Right to an Advisor

The parties may each have an advisor of their choice present with them for all meetings, interviews, and hearings within the resolution process, if they so choose. This could include an attorney, advocate, or support person. The parties may select whomever they wish to serve as their advisor as long as the advisor is eligible and available. “Available” means the party cannot insist on an advisor who simply doesn’t have inclination, time, or availability. Also, the advisor cannot have conflicting roles, (such as being a Title IX administrator, who has an active role in the matter), or a supervisor, who must monitor and implement sanctions.

For students, this advisor can be someone in addition to their parent/guardian who may also be present with them for all meetings, interviews, and hearings within the resolution process.

Who Can Serve as an Advisor

The advisor may be a friend, mentor, family member, attorney, or any other individual a party chooses to advise, support, and/or consult with them throughout the resolution process. The parties may choose advisors from inside or outside of the Twin Falls School District community.

Parties also have the right to choose not to have an advisor during the resolution process.

Advisor’s Role in Meetings and Interviews

The parties may be accompanied by their advisor in all meetings, interviews, and hearings at which the party is entitled to be present, including intake and investigation interviews. Advisors should help the parties prepare for each meeting and are expected to advise ethically, with integrity, and in good faith.

The District cannot guarantee equal advisory rights, meaning that if one party selects an advisor who is an attorney, but the other party does not or cannot afford an attorney, the District is not obligated to provide an attorney.

Advisors or attorneys are permitted to fully represent their advisees or clients in resolution proceedings, including all meetings, interviews, and hearings. Although the District prefers to hear from parties directly, in these cases, parties are entitled to have evidence provided by their chosen representatives.

Pre-Interview Meetings

Advisors may request to meet with the administrative officials conducting interviews, meetings, or hearings in advance of these interviews or meetings. This pre-meeting allows advisors to clarify and understand their role and the District's policies and procedures.

Advisor Violations of District Policy

All advisors shall be subject to the same District policies and procedures, whether they are attorneys or not. Advisors are expected to advise their advisees without disrupting proceedings or meetings. Advisors shall not address District officials in a meeting or interview unless invited to. For example, they should not ask procedural questions unless invited to. The Advisor may not make a presentation or represent their advisee during any meeting or proceeding and may not speak on behalf of the advisee to the investigator(s) or other decision-maker(s), unless so permitted by the provisions of state law or this policy. In situations where the conduct at issue may also be a violation of criminal law, a legal Advisor may direct their client to refrain from answering a question(s) due to 5th Amendment Constitutional Right associated with self-incrimination. In such circumstance, no inferences should be drawn from this action by an accused person.

The parties are expected to ask and respond to questions on their own behalf throughout the resolution process. In cases where a party requires assistance in asking and/or responding to questions on their own behalf, (for example, due to age or disability), the advisor shall be allowed to ask and/or respond to questions on behalf of their advisee, at the discretion of the investigator(s) or decision-maker(s). Although the advisor generally may not speak on behalf of their advisee, the advisor may consult with their advisee, either privately as needed, or by conferring or passing notes during any resolution process meeting or interview. For longer or more involved discussions, the parties and their advisors should ask for breaks to allow for private consultation.

Any advisor who oversteps their role as defined by this process shall be warned only once. If the advisor continues to disrupt or otherwise fails to respect the limits of the advisor role, the

meeting will be ended, or other appropriate measures implemented. Subsequently, the Title IX Coordinators shall determine how to address the advisor's non-compliance and future role.

Sharing Information with the Advisor

The District expects that the parties may wish to have the District share documentation and evidence related to the allegations with their advisors. Parties may share this information directly with their advisor or other individuals, if they wish. Doing so may help the parties participate more meaningfully in the resolution process.

The District shall also provide a consent form which authorizes the District to share such information directly with the party's advisor. The parties must submit this completed form to the Title IX Coordinators or provide similar documentation demonstrating consent to a release of information to the advisor before the District is able to share records with an advisor.

Privacy of Records Shared with Advisor

Advisors are expected to maintain the privacy of the records shared with them. Advisors may not share these records with third parties, disclose them publicly, or use them for purposes not explicitly authorized by the District. The District may seek to restrict the role of any advisor who does not respect the sensitive nature of the process or who fails to abide by the District's privacy expectations.

Advisors who are also District staff members may also be subject to more stringent confidentiality law, administrative rules, and policies.

Expectations of an Advisor

The District generally expects an advisor to adjust their schedule to ensure attendance at resolution process meetings when planned but may change scheduled meetings to accommodate an advisor's inability to attend, if doing so does not cause an unreasonable delay.

The District may also make reasonable provisions to allow an advisor who cannot attend in person to attend a meeting by telephone, video conferencing, or other similar technologies as may be convenient and available.

Expectations of the Parties with Respect to Advisors

A party may elect to change advisors during the resolution process and is not obligated to use the same advisor throughout. The parties are expected to inform the investigator(s) and decision-maker(s) of the identity of their advisor at least two school days before the date of their first meeting with investigator(s) and decision-maker(s), or as soon as possible if a more expeditious meeting is necessary or desired.

If a party changes advisors, consent to share information with the previous advisor is terminated, and a release for the new advisor must be secured before documentation and evidence related to the investigation will be provided to them.

Resolution Process

Resolution processes are private. All persons present at any time during the resolution process are expected to maintain the privacy of the proceedings in accordance with District policy. Although there is an expectation of privacy around what investigators share with parties during interviews, the parties have discretion to share their own knowledge and evidence with others if they so choose, with the exception of information the parties agree not to disclose related to an informal resolution, if applicable, and as discussed below. The District encourages parties to discuss any sharing of information with their advisors before doing so.

Informal Resolution Process

An informal resolution process can include the following different approaches:

1. The Title IX Coordinators resolves the matter informally by providing supportive measures only to remedy the situation.
2. The parties agree to resolve the matter through an alternate resolution mechanism as described below, including mediation, restorative practices, and/or other, usually before a formal grievance process takes place.
3. The respondent accepts responsibility for violating Policy 3085 and desires to accept a sanction and end the resolution process. This usually occurs after the investigation phase of the formal grievance process.
4. The Title IX Coordinators negotiate a resolution that is satisfactory to the parties and the District.

To initiate the informal resolution process, a complainant must first submit a formal complaint. A respondent who wishes to initiate the informal resolution process should contact the Title IX Coordinators.

It is not necessary to pursue informal resolution first in order to engage in the formal grievance process. Any party participating in the informal resolution process can stop the process at any time and begin or resume the formal grievance process.

Prior to implementing the informal resolution process, the District shall provide the parties with written notice of the reported misconduct and any sanctions or measures that may result from participating in such a process, including information regarding any records that will be maintained or shared by the District.

The District shall obtain voluntary, written confirmation that all parties wish to resolve the matter through an informal resolution process before proceeding and shall not pressure the parties to participate in informal resolution.

Informal resolution shall not be used to resolve allegations or complaints where the complainant is a student and the respondent is an employee.

Alternate Resolution Mechanisms

An alternate resolution is an informal mechanism, including mediation or restorative practices, by which the parties mutually agree to resolve an allegation. All parties must consent to the use of an alternate resolution mechanism.

The Title IX Coordinators may consider the following factors to assess whether alternate resolution is appropriate, or which form of alternate resolution may be most successful for the parties:

1. The parties' preference for alternate resolution;
2. The likelihood of a potential resolution, considering any power dynamics between the parties;
3. The parties' motivation to participate;
4. The civility of the parties;
5. The disciplinary history of the parties;
6. Whether an emergency removal is needed;
7. The skill of the alternate resolution facilitator with this type of allegation;
8. The complexity of the complaint;
9. The capacity of the parties to understand and fully participate in the process;
10. The goals of the parties; and
11. Adequate resources to invest in alternate resolution, such as time and staff.

The ultimate determination of whether an alternate resolution is available or successful shall be made by the Title IX Coordinators. The Title IX Coordinators shall maintain records of any resolution that is reached. Failure to abide by the resolution agreement may result in appropriate disciplinary actions. The results of complaints resolved by an alternate resolution are not appealable.

Respondent Accepts Responsibility for Alleged Violations

The respondent may accept responsibility for all or part of the alleged policy violations at any point during the resolution process. If the respondent indicates an intent to accept responsibility for all of the alleged misconduct, the formal grievance process will be paused, and the Title IX Coordinators will determine whether informal resolution can be used according to the criteria above. If so, the Title IX Coordinators shall determine whether all parties and the District are able to agree on responsibility, sanctions, and/or remedies. If so, the Title IX Coordinators shall implement the accepted finding that the respondent is in violation of Policy 3085 and implement agreed-upon sanctions and/or remedies, in coordination with other appropriate administrator(s), as necessary.

This result is not subject to appeal once all parties indicate their written agreement to the terms of resolution. If the parties cannot agree on all terms of resolution, the formal grievance process shall resume at the same point where it was paused.

When a resolution is accomplished, the appropriate sanctions shall be promptly implemented in order to effectively stop the Title IX sexual harassment, prevent its recurrence, and remedy its effects.

Negotiated Resolution

The Title IX Coordinators may, with the consent of the parties, negotiate and implement an agreement to resolve the allegations that satisfies all parties and the District. Negotiated resolutions are not appealable.

Formal Grievance Process

The formal grievance process described below is the method of formal resolution used to determine whether a qualifying allegation of Title IX sexual harassment violates Policy 3085, as determined by an investigation and determination of responsibility made by a decision-maker. The formal grievance process shall be used in a manner that complies with the requirements of 34 CFR §106.45.

Grievance Process Pool

The formal grievance process relies on a pool of personnel (“the Pool”) to carry out the process. Members of the Pool are announced in an annual distribution of Policy 3085 to all students, parents/guardians of students, employees, prospective students, and prospective employees.

The list of Pool members and a description of the Pool can be found on the District’s website.

Pool Member Roles

Members of the Pool are trained and can serve in any the following roles, at the direction of the Title IX Coordinators:

1. To provide appropriate intake of and initial guidance pertaining to formal complaints;
2. To act as an advisor to the parties;
3. To serve in a facilitation role in alternate resolution if appropriately trained in appropriate resolution modalities;
4. To perform or assist with initial assessment;
5. To investigate complaints;
6. To serve as a meeting and/or hearing facilitator as a process administrator with no decision-making role;
7. To serve as a decision-maker regarding the formal complaint; and
8. To serve as an appeal decision-maker.

Pool Member Training

The Pool members receive training jointly. This training includes, but is not limited to:

1. The scope of the District's Title IX sexual harassment policies and procedures;
2. How to conduct investigations, meetings, and hearings in a manner that protects the safety of complainants and respondents and promotes accountability;
3. Reporting, confidentiality, and privacy requirements;
4. How to implement appropriate and situation-specific remedies;
5. How to investigate in a thorough, reliable, and impartial manner;
6. How to uphold fairness, equity, and due process;
7. How to weigh evidence;
8. How to conduct questioning;
9. How to assess credibility;
10. Impartiality and objectivity;
11. How to render findings and generate clear, concise, evidence-based rationales;
12. The definitions of all offenses;
13. How to apply definitions used by the District with respect to consent or the absence of consent consistently, impartially, and in accordance with District policies and procedures;
14. How to conduct an investigation and grievance process including meetings, hearings, appeals, and informal resolution processes;
15. How to serve impartially by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
16. Any technology to be used during an interview, meeting, or hearing;
17. Issues of relevance of questions and evidence;
18. Issues of relevance to create an investigation report that fairly summarizes relevant evidence; and
19. How to determine appropriate sanctions in reference to Title IX sexual harassment.

Specific training is also provided for intake personnel. The materials used to train all members of the Pool are publicly posted here: <https://www.tfsd.org/departments/title-ix/>.

Notice of Investigation and Allegations

The Title IX Coordinators will provide written Notice of the Investigation and Allegations (NOIA) to the respondent upon commencement of the formal grievance process. This facilitates the respondent's ability to prepare for the interview and to identify and choose an advisor to accompany them. A copy of the NOIA shall also be provided to the complainant, who shall be given advance notice of when the NOIA will be delivered to the respondent.

The NOIA will include:

1. A meaningful summary of all of allegations;
2. The identity of the involved parties, if known;
3. The precise misconduct being alleged;
4. The date and location of the alleged incident(s), if known;

5. The specific policies implicated;
6. A description of the applicable procedures;
7. A statement of the potential sanctions that could result;
8. A statement that the District presumes the respondent is not responsible for the reported misconduct unless and until the evidence supports a different determination;
9. A statement that determinations of responsibility are made at the conclusion of the formal grievance process and that the parties will be given an opportunity to inspect and review all directly related and/or relevant evidence obtained during the review and comment period;
10. A statement about the District's policy on retaliation;
11. Information about the privacy of the process;
12. Information on the need for each party to have an advisor of their choosing;
13. A statement informing the parties that the District's policies and procedures prohibit knowingly making false statements, including knowingly submitting false information during the resolution process;
14. Detail on how the party may request disability accommodations during the resolution process;
15. The name(s) of the investigator(s), along with a process to identify, in advance of the interview process, to the Title IX Coordinators any conflict of interest that the investigator(s) may have, and
16. Instruction to preserve any evidence that is directly related to the allegations.

Amendments and updates to the NOIA may be made as the investigation progresses and more information becomes available regarding the addition or dismissal of any allegations.

Notice shall be made in writing and may be delivered by one or more of the following methods:

1. In person;
2. Mailed to the local or permanent address(es) of the parties as indicated in official District records; or
3. Emailed to the parties' District-issued email or designated accounts.

Once mailed, emailed, and/or received in-person, notice will be presumptively delivered.

Formal Grievance Process Timeline

The District will make a good faith effort to complete the formal grievance process within 30 to 60 school days, including appeal. This time frame can be extended as necessary by the Title IX Coordinators, who will provide notice and rationale for any extensions or delays to the parties as appropriate, as well as an estimate of how much additional time will be needed to complete the process.

Appointment of Investigators

Once the Title IX Coordinators decide to begin an investigation as part of the formal grievance process, the Title IX Coordinators shall appoint Pool members to conduct the investigation, usually within five school days of determining that an investigation should proceed.

Ensuring Impartiality

Any individual materially involved in the administration of the formal grievance process including the Title IX Coordinators, investigator(s), decision-maker(s) and appeal decision-maker(s) may neither have nor demonstrate a conflict of interest or bias for a party generally, or for a specific complainant or respondent.

The Title IX Coordinators shall vet the assigned investigator(s) to ensure impartiality by ensuring there are no actual or apparent conflicts of interest or disqualifying biases. The parties may, at any time during the formal grievance process, raise a concern regarding bias or conflict of interest, and the Title IX Coordinators shall determine whether the concern is reasonable and supportable. If so, another Pool member will be assigned and the impact of the bias or conflict, if any, shall be remedied. If the source of the conflict of interest or bias is the Title IX Coordinators, concerns should be raised with the Superintendent.

The formal grievance process involves an objective evaluation of all relevant evidence obtained, including evidence that supports the conclusion the respondent engaged in a policy violation and evidence that supports the conclusion the respondent did not engage in a policy violation. Credibility determinations may not be based solely on an individual's status or participation as a complainant, respondent, or witness.

The District presumes that the respondent is not responsible for the reported misconduct unless and until a final determination is made, in accordance with this procedure, that Policy 3085 has been violated.

Investigation Timeline

Investigations are completed promptly, normally within 30 school days, though some investigations may take longer, depending on the nature, extent, and complexity of the allegations; availability of witnesses; police involvement; and other factors.

The District shall make a good faith effort to complete investigations as promptly as possible and will communicate regularly with the parties to update them on the progress and timing of the investigation.

Delays in the Investigation Process and Interactions with Law Enforcement

The District may undertake a delay in its investigation, lasting from several days to a few weeks, if circumstances require. Such circumstances include but are not limited to a request from law enforcement to temporarily delay the investigation, the need for language assistance, the absence

of parties and/or witnesses, and/or a need for accommodations for disabilities or health conditions.

The District shall communicate in writing the anticipated duration of the delay and the reason for it to the parties and provide the parties with status updates if necessary. The District will promptly resume its investigation and formal grievance process as soon as feasible. During such a delay, the District will implement supportive measures as deemed appropriate.

District action(s) or processes may be delayed, but are not stopped by, civil or criminal charges involving the underlying incident(s). Dismissal or reduction of those criminal charges may or may not impact the District's action(s) or processes.

Steps in the Investigation Process

All investigations shall be thorough, reliable, impartial, prompt, and fair. Investigations involve interviews with all relevant parties and witnesses; obtaining available, relevant evidence; and identifying sources of expert information, as necessary.

The Title IX Coordinators may act as the investigator.

All parties shall have a full and fair opportunity, through the investigation process, to suggest witnesses and questions, to provide evidence and expert witnesses, and to fully review and respond to all evidence on the record.

The investigator(s) will typically take the following steps, if not already completed. The steps will not necessarily be completed in this order:

1. Determine the identity and contact information of the complainant;
2. In coordination with school partners, initiate or assist with any necessary supportive measures;
3. Identify all policies implicated by the alleged misconduct and notify the complainant and respondent of all of the specific policies implicated;
4. Assist the Title IX Coordinators with conducting a prompt initial assessment to determine if the allegations indicate a potential policy violation;
5. Commence a thorough, reliable, and impartial investigation by identifying issues and developing a strategic investigation plan, including a witness list, evidence list, intended investigation timeframe, and order of interviews for all witnesses and the parties;
6. Meet with the complainant to finalize their interview or statement, if necessary;

7. Prepare the initial Notice of Investigation and Allegation (NOIA). The NOIA may be amended with any additional or dismissed allegations;
8. Provide each interviewed party and witness an opportunity to review and verify the investigator's summary notes or transcript of the relevant evidence/testimony from their respective interviews and meetings;
9. Make good faith efforts to notify the parties of any meeting or interview involving the other party, in advance when possible;
10. When participation of a party is expected, provide that party with written notice of the date, time, and location of the meeting, as well as the expected participants and purpose;
11. Interview all available, relevant witnesses and conduct follow-up interviews as necessary;
12. Allow each party the opportunity to suggest witnesses and questions they wish the investigator(s) to ask of the other party and witnesses, and document in the investigation report which questions were asked and the rationale for any changes or omissions;
13. Complete the investigation promptly and without unreasonable deviation from the intended timeline;
14. Provide regular status updates to the parties throughout the investigation;
15. Prior to the conclusion of the investigation, provide the parties and their respective advisors, if so desired by the parties, with a list of witnesses whose information will be used to render a finding;
16. Write a comprehensive investigation report fully summarizing the investigation and all witness interviews and addressing all relevant evidence. Appendices including relevant physical or documentary evidence will be included;
17. Gather, assess, and synthesize evidence, but make no conclusions, engage in no policy analysis, and render no recommendations as part of their report;
18. Prior to the conclusion of the investigation, provide the parties and their respective advisors, when advisors are identified, a secured electronic or hard copy of the draft investigation report as well as an opportunity to inspect and review all of the evidence obtained as part of the investigation that is directly related to the reported misconduct, including evidence upon which the District does not intend to rely in reaching a determination, for a ten school day review and comment period so that each party may meaningfully respond to the evidence. The parties may elect to waive the full ten days.

19. The investigator(s) may elect to respond in writing in the investigation report to the parties' submitted responses and/or to share the responses between the parties for additional responses;
20. The investigator(s) will incorporate relevant elements of the parties' written responses into the final investigation report, include any additional relevant evidence, make any necessary revisions, and finalize the report;
21. The Investigator(s) share(s) the report with the Title IX Coordinators and/or legal counsel for their review and feedback;
22. The Investigator(s) will incorporate any relevant feedback, and the final investigation report is then shared with all parties and their advisors through secure electronic transmission or hard copy at least ten school days prior to a meeting with the decision-maker. The parties are also provided with a file of any directly related evidence that was not included in the report

Role and Participation of Witnesses in the Investigation

Witnesses, as distinguished from the parties, who are employees of the District are expected to cooperate with and participate in the District's investigation and formal grievance process. Failure of such witnesses to cooperate with and/or participate in the formal grievance process constitutes a violation of policy and may warrant discipline. Student witnesses and witnesses from outside the District community are encouraged to share what they know about the complaint.

Although in-person interviews for parties and all potential witnesses are ideal, circumstances (such as summer break) may require individuals to be interviewed remotely. Skype, Zoom, FaceTime, WebEx, Google Meet, or similar technologies may be used for interviews if the investigator(s) determine that timeliness or efficiency dictate a need for remote interviewing. The District will take appropriate steps to reasonably ensure the security and privacy of remote interviews.

Though not preferred, witnesses may also provide written statements in lieu of interviews or choose to respond to written questions, if deemed appropriate by the investigator(s).

Recording of Interviews

No unauthorized audio or video recording of any kind is permitted during investigation meetings. If investigator(s) elect to make an audio and/or video record of interviews, all involved parties will be made aware of audio and/or video recording.

Evidentiary Considerations in the Investigation

The investigation shall not consider:

1. Incidents not directly related to the possible violation, unless they evidence a pattern;
2. The character of the parties; or
3. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Referral to a Decision-maker

If the complaint is not resolved through informal resolution as described above, and after the final investigation report is shared with the parties, the Title IX Coordinators will refer the matter to a Decision-maker to make a determination regarding responsibility.

The Decision-maker cannot make a determination regarding responsibility prior to ten school days from the conclusion of the investigation – when the final investigation report is transmitted to the parties and the decision-maker—unless all parties and the decision-maker agree to an expedited timeline.

The Title IX Coordinators will select an appropriate decision-maker or decision-makers from the Pool depending on whether the respondent is an employee or a student.

Decision-Maker Designation

The District shall designate a single decision-maker or a three-member panel from the Pool, at the discretion of the Title IX Coordinators, and inform the parties and advisors.

The Decision-maker(s) shall not have had any previous involvement with the investigation. Those who have served as investigators in this investigation may not serve as decision-makers. Those who are serving as advisors for any party may not serve as decision-makers in that matter. The Title IX Coordinators may not serve as a decision-maker in the matter.

All objections to any Decision-maker(s) must be raised in writing, detailing the rationale for the objection, and must be submitted to the Title IX Coordinators no later than two school days after being notified of the identity of the Decision-maker(s). Decision-maker(s) will only be removed if the Title IX Coordinators concludes that their bias or conflict of interest precludes an impartial consideration of the evidence.

The Title IX Coordinators shall give the decision-maker(s) a list of the names of all parties, witnesses, and advisors. Any decision-maker who cannot make an objective determination must recuse themselves from the proceedings when notified of the identity of the parties, witnesses,

and advisors. If a Decision-maker(s) is unsure of whether a bias or conflict of interest exists, they shall raise the concern with the Title IX Coordinators as soon as possible.

Evidentiary Consideration by the Decision-Maker

Any evidence that the Decision-maker(s) determine(s) is relevant and credible may be considered. The decision-maker(s) will not consider:

1. Incidents not directly related to the possible violation, unless they evidence a pattern;
2. The character of the parties; or
3. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Previous disciplinary action of any kind involving the respondent may be considered in determining an appropriate sanction upon a determination of a policy violation. This information is only considered at the sanction stage of the process and is not shared with the Decision-maker until then.

The parties may each submit a written impact statement for the consideration of the decision-maker(s) at the sanction stage of the process when a determination of responsibility is reached.

Exchange of Questions

The decision-maker shall facilitate the exchange of written questions between the parties and direct any written questions to any witnesses before a final determination is made. The decision-maker shall invite each party to submit proposed written questions for other parties and witnesses. Upon receipt of the proposed questions, the decision-maker will review the proposed questions and determine which questions will be permitted, disallowed, or rephrased. The decision-maker shall limit or disallow questions on the basis that they are irrelevant, repetitive (and thus irrelevant), or abusive. The decision-maker shall have full authority to decide all issues related to questioning and determinations of relevance. The decision-maker may ask a party to explain why a question is or is not relevant from their perspective. The decision-maker shall explain any decision to exclude a question as not relevant or to reframe it for relevance.

The decision-maker, after any necessary consultation with the parties, investigator(s) and/or Title IX Coordinators, shall provide the parties and witnesses with the relevant written questions to be answered and a deadline for the parties and witnesses to submit written responses to the questions and any appropriate follow-up questions or comments by the parties. The exchange of questions and responses by the parties and witnesses shall be concluded within a three to ten school day period.

Deliberation, Decision-Making, and Standard of Proof

The decision-maker(s) will then deliberate to determine whether the respondent is responsible or not responsible for the policy violation(s) in question. If a panel is used, a simple majority vote is required to determine the finding. When determining whether respondent violated Policy 3085, the Decision-maker(s) use the clear and convincing evidence standard; whether there is a high probability that the respondent violated Policy 3085 as alleged.

When there is a finding of responsibility on one or more of the allegations, the decision-maker(s) may then consider the previously submitted party impact statements in determining appropriate sanction(s).

The decision-maker(s) will ensure that each of the parties has an opportunity to review any impact statement submitted by the other party(ies). The decision-maker(s) may, at their discretion, consider the statements; but they are not binding.

The decision-maker(s) shall review the statements and any pertinent conduct history provided by the appropriate administrator, such as the Title IX Coordinators and shall determine the appropriate sanction(s) in consultation with other appropriate administrators.

The decision-maker(s) will then prepare a written deliberation statement and deliver it to the Title IX Coordinators.

This statement must be submitted to the Title IX Coordinators within five school days after the decision-maker(s) held their final meeting with the parties and witnesses or concluded the paper evidence exchange and questioning process, unless the Title IX Coordinators grant an extension. If an extension is granted, the Title IX Coordinators will notify the parties.

Notice of Outcome

Using the deliberation statement, the decision-maker(s) shall work in conjunction with the Title IX Coordinators as needed to prepare a notice of outcome. The notice of outcome will then be reviewed by legal counsel. The Title IX Coordinators shall then share the letter, including the final determination, rationale, and any applicable sanction(s) with the parties and their advisors within seven school days of receiving the decision-maker(s)' deliberation statement.

The notice of outcome shall be shared with the parties simultaneously. Notification shall be made in writing and may be delivered by one or more of the following methods:

1. In person;
2. Mailed to the local or permanent address of the parties as indicated in official District records; or
3. Emailed to the parties' District-issued email or otherwise approved account.

Once mailed, emailed, or received in-person, notice will be presumptively delivered.

The notice of outcome shall articulate the specific policy(ies) reported to have been violated, including the relevant policy section, and shall contain a description of the procedural steps taken by the District from the receipt of the misconduct report to the determination, including any and all notifications to the parties, interviews with parties and witnesses, site visits, methods used to obtain evidence, and hearings held.

The notice of outcome shall specify the finding on each alleged policy violation; the findings of fact that support the determination; conclusions regarding the application of the relevant policy to the facts at issue; a statement of, and rationale for, the result of each allegation to the extent the District is permitted to share such information under state or federal law; any sanctions issued which the District is permitted to share such information according to state or federal law; and any remedies provided to the complainant designed to ensure access to the District's educational or employment program or activity, to the extent the District is permitted to share such information under state or federal law. Detail regarding the final item listed is not typically shared with the respondent unless the remedy directly relates to the respondent.

The notice of outcome shall also include the relevant procedures and bases for any available appeal options.

Sanctions

Factors considered when determining sanctions may include, but are not limited to:

1. The nature, severity of, and circumstances surrounding the violation(s);
2. The respondent's disciplinary history;
3. Previous allegations or allegations involving similar conduct;
4. The need for sanctions to bring an end to the Title IX sexual harassment;
5. The need for sanctions to prevent the future recurrence of Title IX Sexual harassment;
6. The need to remedy the effects of the Title IX sexual harassment;
7. The impact on the parties; and
8. Any other information deemed relevant by the decision-maker(s)

The sanctions shall be implemented as soon as is feasible, either upon the outcome of any appeal or upon the expiration of the window to appeal if no appeal is requested. The sanctions described in this process are not exclusive of, and may be in addition to, other actions taken or sanctions imposed by external authorities.

Student Sanctions

The following are the usual sanctions that may be imposed upon students singly or in combination:

1. A warning;
2. Required counseling;

3. A required substance abuse treatment program;
4. Exclusion from participating in extracurricular activities or other District programs/activities;
5. Alternative placement;
6. Suspension, which may be in-school, out-of-school, long-term, short-term, extended, or other suspensions;
7. Expulsion; and
8. Other actions: In addition to or in place of the above sanctions, the District may assign any other sanctions deemed appropriate.

Employee Sanctions

Sanctions for an employee may include:

1. A verbal or written warning;
2. A performance improvement plan or management process;
3. Enhanced supervision, observation, or review;
4. Required counseling;
5. Required training or education;
6. Probation;
7. Denial of pay increase or pay grade;
8. Loss of oversight or supervisory responsibility;
9. Demotion;
10. Transfer;
11. Reassignment;
12. Assignment to a new supervisor;
13. Restriction of professional development resources;
14. Suspension with pay;
15. Suspension without pay;
16. Termination;
17. Other actions: In addition to or in place of the above sanctions, the District may assign any other sanctions as deemed appropriate.

Withdrawal or Resignation While Charges Pending

Should a student decide to not participate in the formal grievance process, the process proceeds absent their participation to a reasonable resolution. Should a student respondent permanently withdraw from the District, the formal grievance process shall end, as the District no longer has disciplinary jurisdiction over the withdrawn student.

Should an employee respondent resign with unresolved allegations pending, the formal grievance process shall end, as the District no longer has disciplinary jurisdiction over the resigned employee.

Even if a respondent withdraws from the District or resigns, the District shall continue to address and remedy any systemic issues, variables that contributed to the alleged violation(s), and any ongoing effects of the alleged Title IX sexual harassment.

An employee who resigns with unresolved allegations pending shall not be eligible for rehire with the District or any school with the District, and the records retained by the Title IX Coordinators shall reflect that status. Any state mandates for reporting of this resignation with respect to licensure or certification shall be met.

All District responses to future inquiries regarding employment references for that individual shall note that the former employee resigned during a pending disciplinary matter.

Appeals

Any party may file a request for appeal in writing with the Title IX Coordinators within seven school days of the delivery of the notice of outcome.

A three-member appeal panel chosen from the Pool shall be designated by the Title IX Coordinators or a single appeal decision-maker shall chair the appeal. No appeal panelists or appeal decision-maker will have been involved in the process previously, including any dismissal appeal that may have been heard earlier in the process.

A voting chair of the appeal panel shall be designated.

The request for appeal shall be forwarded to the appeal chair for consideration to determine whether the request meets the grounds for appeal. This review is not a review of the merits of the appeal, but solely a determination as to whether the request meets the grounds and is filed in the timeframe specified.

Grounds for Appeal

Appeals shall be limited to the following grounds:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
3. The Title IX Coordinators, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the specific complainant or respondent that affected the outcome of the matter.

If any of the grounds in the request for appeal do not meet the grounds in this procedure, that request will be denied by the appeal chair, and the parties and their advisors will be notified in writing of the denial and the rationale.

If any of the grounds in the request for appeal meet the grounds in this procedure, then the appeal chair will notify the other party(ies) and their advisors, the Title IX Coordinators, and, when appropriate, the investigators and/or the original decision-maker(s).

The other party(ies) and their advisors, the Title IX Coordinators, and, when appropriate, the investigators and/or the original decision-maker(s) shall be mailed, emailed, and/or provided a hard copy of the request with the approved grounds and then be provided up to five school days to submit a response to the portion of the appeal that was approved and involves them. All responses shall be forwarded by the appeal chair to all parties for review and comment.

The party who did not bring the appeal, if there is such a party, may also choose to raise a new ground for appeal at this time. If so, the new ground will be reviewed by the appeal chair to determine if it meets the grounds in this procedure and either denied or approved. If approved, it will be forwarded to the party who initially requested an appeal, the investigator(s) and/or original decision-maker(s), as necessary, who will submit their responses within seven school days, which will be circulated for review and comment by all parties.

Neither party may submit any new requests for appeal after this time period. The appeal chair shall collect any additional information needed and all documentation regarding the approved grounds and the subsequent responses will be shared with the Appeal Panel, and the Panel will render a decision in no more than five school days, barring unusual circumstances. All decisions are by majority vote and apply the clear and convincing evidence standard.

A notice of appeal outcome shall be sent to all parties simultaneously including the decision on each approved ground and the rationale for each decision. The notice of appeal outcome shall specify the finding on each ground for appeal, any specific instructions for remand or reconsideration, any sanctions that may result which the District is permitted to share according to state or federal law, and the rationale supporting the essential findings to the extent the District is permitted to share these under state or federal law.

Notification shall be made in writing and may be delivered by one or more of the following methods:

1. In person;
2. Mailed to the local or permanent address of the parties as indicated in official institutional records; or
3. Emailed to the parties' District-issued email or otherwise approved account.

Once mailed, emailed, and/or received in-person, notice will be presumptively delivered.

Sanctions Status During the Appeal

Any sanctions imposed by the decision-maker shall take effect following the appeal process. Supportive measures may remain in effect during an appeal process, subject to the same supportive measure procedures above.

Appeal Considerations

1. Appeal decisions shall defer to the original decision, making changes to the determination only when there is clear error and to the sanction(s) only if there is a compelling justification to do so.
2. Appeals shall not provide for a full reconsideration of the allegation(s) and evidence. In most cases, appeals will be confined to a review of the written documentation or record of the original hearing and pertinent documentation regarding the specific grounds for appeal.
3. An appeal is not an opportunity for appeal decision-makers to substitute their judgment for that of the original decision-maker(s)' merely because they disagree with the determination and/or sanction(s).
4. The appeal chair or decision-maker(s) may consult with the Title IX Coordinators on questions of procedure or rationale, for clarification, if needed. Documentation of all such consultation shall be maintained.
5. Appeals granted based on new evidence should normally be returned to the original investigator(s) and/or decision-maker(s) for reconsideration. Other appeals may be remanded at the discretion of the Title IX Coordinators or, in limited circumstances, decided on appeal.
6. Once an appeal is decided, the outcome is final. Further appeals are not permitted, even if a decision or sanction is changed on remand, except in the case of a new hearing.
7. In rare cases where a procedural error cannot be cured by the original decision-maker(s), as in cases of bias, the appeal may order a new hearing with a new Decision-maker(s).
8. The results of a new hearing can be appealed once on any of the three available appeal grounds.
9. In cases in which the appeal results in reinstatement to the District or resumption of privileges, all reasonable attempts shall be made to restore the respondent to their prior status, recognizing that some opportunities lost may be irreparable in the short term.

Long-Term Remedies/Other Actions

Following the conclusion of the resolution process, and in addition to any sanctions implemented, the Title IX Coordinators may implement additional long-term remedies or actions with respect to the parties and/or the school or the Twin Falls School District community that are intended to stop the Title IX sexual harassment, remedy the effects, and prevent recurrence.

These remedies/actions may include, but are not limited to:

1. Referral to counseling and health services;
2. Referral to the Employee Assistance Program
3. Education of the individual and/or the community;
4. Permanent alteration of work arrangements for employees
5. Provision of school safety escorts;
6. Climate surveys;
7. Policy or procedure modification and/or training;
8. Provision of transportation accommodations;
9. Implementation of long-term contact limitations between the parties;
10. Implementation of adjustments to academic deadlines, course schedules, or other, similar factors.

At the discretion of the Title IX Coordinators, certain long-term supports or measures may also be provided to the parties even if no policy violation is found. When no policy violation is found, the Title IX Coordinators shall address any remedies owed by the District to the respondent to ensure no effective denial of educational access.

The District shall maintain the privacy of any long-term remedies, actions, and measures, provided privacy does not impair the District's ability to provide these services.

Failure to Comply with Sanctions and/or Interim and Long-Term Remedies and/or Responsive Actions

All respondents are expected to comply with the assigned sanctions and corrective actions within the timeframe specified by the final decision-maker(s).

Failure to abide by the sanction(s) or action(s) imposed by the date specified, whether by refusal, neglect, or any other reason, may result in additional sanction(s) or action(s), including suspension, expulsion, and/or termination from the District.

Recordkeeping

The District will maintain for a period of at least seven years records of:

1. Each Title IX sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript required under federal regulation;
2. Any disciplinary sanctions imposed on the respondent;
3. Any remedies provided to the complainant designed to restore or preserve equal access to the District's education program or activity;
4. Any appeal and the result therefrom;
5. Any informal resolution and the result therefrom;

6. All materials used to train Title IX Coordinators, investigators, decision-makers, appeal decision-makers, and any person who facilitates an informal resolution process. The District shall make these training materials publicly available on the District’s website.
7. Any actions, including any supportive measures, taken in response to a report or formal complaint of Title IX sexual harassment, including:
 - A. The basis for all conclusions that the response was not deliberately indifferent;
 - B. Any measures designed to restore or preserve equal access to the District’s education program or activity; and
 - C. If no supportive measures were provided to the complainant, the reasons why such a response was not clearly unreasonable in light of the known circumstances.

The District will also maintain any and all records in accordance with state and federal laws.

Disabilities Accommodations in The Resolution process

The District is committed to providing reasonable accommodations and support to qualified students, employees, or others with disabilities to ensure equal access to the District’s resolution process.

Anyone needing such accommodations or support should contact the Human Resources office who will review the request and, in consultation with the person requesting the accommodation and the Title IX Coordinators, determine which accommodations are appropriate and necessary for full participation in the process.

Revision of These Procedures

The District reserves the right to make changes to these procedures as necessary. Once those changes are posted online, they are in effect. If laws or regulations change – or court decisions alter – the requirements in a way that impacts these procedures, this document shall be construed to comply with the most recent government regulations or holdings.



Legal Reference:

Procedure History:

ADOPTED:

ISBA

REVISED:

(Need to add the all the referenced codes)

The District is required to provide educational services to all school age children who reside within its boundaries. Attendance at school may be denied to any child who does not provide an immunization record to the school regarding the child's immunity to certain childhood diseases. Immunity requirements are met if the child has received or is in the process of receiving immunization as specified by the Board of Health and Welfare or has previously contracted the disease. The parent or legal guardian of the child must comply with the immunization requirements at the time of admission and before attendance for the child.

Summary of Immunization Requirements			
Immunization Requirement	Child born after September 1, 2005	Child born after September 1, 1999 through September 1, 2005	Child born on or before September 1, 1999
Measles, Mumps, and Rubella (MMR)	2 doses	2 doses	1 dose
Diphtheria, Tetanus, Pertussis	5 doses	5 doses	4 doses
Polio	4 doses	3 doses	3 doses
Hepatitis B	3 doses	3 doses	3 doses
Hepatitis A	2 doses	0 doses	0 doses
Varicella	2 doses	0 doses	0 doses

Summary of Seventh Grade Immunization Requirements		
Immunization Requirement	Child admitted to 7th grade prior to the 2011-2012 school year	Child admitted to the 7th grade during the 2011-2012 school year and each year thereafter
Diphtheria, Tetanus, Pertussis	0 doses	1 dose
Meningococcal	0 doses	1 dose

Summary of Twelfth Grade Immunization Requirements		
Immunization Requirement	Child admitted to 12th grade during 2020-2021	Child admitted to the 12th grade during 2020-2021

	school year and each year thereafter, if student received their first dose of Meningococcal vaccine at 16 years of age or older, or if student has never received a dose.	school year and each year thereafter, if student received their first dose of Meningococcal vaccine before the age of 16
Meningococcal	1 dose	2 doses

Immunization Certification

A physician, physician’s representative, or another licensed health care professional must sign the immunization record. This may include osteopath, nurse practitioner, physician’s assistant, licensed professional nurse, registered nurse, or pharmacist. The record must state the type, number, and dates of the immunizations received.

Intended Immunization Schedule

The parent or legal guardian of a child who is in the process of receiving or has been scheduled to receive the required immunizations must provide the schedule of intended immunizations statement. A form is provided by the Department of Health and Welfare or a similar one may be used provided it includes the following information:

1. Name and date of birth of child;
2. School and grade in which child is enrolling and attending;
3. Types, numbers, and dates of immunizations to be administered;
4. Signature of the parent, custodian, or legal guardian; and
5. Signature of a licensed health care professional providing care to the child.

Children admitted to school and failing to continue the schedule of intended immunizations will be excluded from school until the child’s parent, custodian, or legal guardian provides documentation of administration of the required immunizations.

Exemptions

1. Any child who submits a certificate signed by a physician licensed by the State Board of Medicine stating the physical condition of the child is such that all or any of the required immunization would endanger the life or health of the child is exempt from the immunization requirements;
2. Any minor child whose parent or guardian submits a signed statement to school officials stating their objections on religious or other grounds is exempt from the immunization requirements. The parent or guardian can use a form provided by the District or submit a written, signed statement that the District will attach to the form; and

3. A child who has laboratory proof of immunity to any of the childhood diseases listed above will not be required to be immunized for that disease; and
4. A child who has had varicella (chickenpox) diagnosed by a licensed physician upon personal examination will not be required to be immunized for the disease provided they submit a signed statement from the diagnosing physician.

~~The District in the event of a disease outbreak may exclude a child exempted under one of the above requirements.~~

A child exempted under one of the above requirements may be excluded by the District in the event of a disease outbreak.

Reporting

The District shall submit a report of each school's immunization status to the State Department of Education on or before the first day of November of each year. The report shall include:

1. Inclusive dates of the reporting period;
2. Name and address of the school, district, and county;
3. Grade being reported and total number of children enrolled in the grade;
4. Name and title of the person completing the report form;
5. Number of children who meet all of the required immunizations listed in the tables above;
6. Number of children who do not meet all of the required immunizations listed in the tables above, but are in the process of receiving the required immunizations; and
7. Number of children who claimed exemption to the required immunizations listed in the tables above.



Legal Reference:

I.C. § 39-4801 Immunization Required
I.C. § 39-4802 Exemptions
IDAPA 16.02.15 Immunization Requirements for Idaho
School Children

Policy History

ADOPTED: 8/11/2014
ISBA: 2011
2018
REVISED: 7/9/2018

All regular and special meetings of the Board shall be open to the public, but any person who disturbs good order may be required to leave. The Board of Trustees encourages all citizens of the District to express their ideas and concerns. During a time of Health Emergency, the Board may offer the ability to attend their meeting remotely, including the ability to submit patron input electronically ahead of time. Such electronically provided input shall be provided to the trustees. The comments of the community will be given careful consideration. In the evaluation of such comments, first priority will be District students and their educational program.

NOTICE

DUE TO THEIR SENSITIVE NATURE, COMMENTS OR COMPLAINTS ABOUT PERSONNEL OR INDIVIDUAL STUDENTS WILL ONLY BE HEARD IN EXECUTIVE SESSION. ADDITIONALLY, OTHER TOPICS YOU WISH TO ADDRESS MAY ONLY BE APPROPRIATE FOR EXECUTIVE SESSION. IN SUCH INSTANCES, THE BOARD WILL DETERMINE IF YOUR COMMENTS ARE APPROPRIATE FOR OPEN OR EXECUTIVE SESSION AND WILL NOTIFY YOU ACCORDINGLY.

“A PERSON WHO DISRUPTS THE EDUCATIONAL PROCESS OR WHOSE PRESENCE IS DETRIMENTAL TO THE MORALS, HEALTH, SAFETY, ACADEMIC LEARNING OR DISCIPLINE OF THE PUPILS OR WHO LOITERS IN SCHOOLHOUSES OR ON SCHOOL GROUNDS, IS GUILTY OF A MISDEMEANOR.”

Any complaint about the District, including instruction, discipline, District personnel policy, procedure or curriculum, should be referred through proper administrative channels before it is presented to the Board for consideration and action. All complaints should be resolved through proper channels in the following order:

1. Teacher or staff
2. Principal or supervisor
3. Director or administrator
4. Superintendent
5. Board of Trustees

Please also see District Policy No. 4110 regarding public complaints.

Members of the public will not be recognized by the Chair as the Board conducts its official business except when the Board schedules public discussion period on a particular item. The Board will listen to the public but, at the same time, expects the public to listen and speak only when properly recognized.

At each Regular and Special meeting of the Board the agenda will provide time for public comment before the Board. Persons wishing to address the Board will be required to submit

a “REQUEST TO ADDRESS THE BOARD” form. Forms are available from the Board Clerk and will be available at each meeting.

Total time allotted for public comment will not exceed one (1) hour. Public participation will be limited to the time allotted on the agenda. Each speaker will be limited to three (3) minutes. Public comment will be taken from the public on matters scheduled on the agenda. Should a large number of members of the public wish to speak on the same issue or topic, members of the public are encouraged to select a representative(s) to summarize their position. Additionally, the Board Clerk will accept written comments for distribution to the Board. The Board may decline to hear repetitive comments. The Chair may also deny an individual the opportunity to address the Board if the individual has previously addressed the Board on the same subject within the past two months.

Written materials for Board Members must be submitted to the Board Clerk. The written material must include the name, address and telephone number of the person submitting it. A copy of the materials that meet these requirements will be forwarded to Board Members if received by noon the Friday preceding the Board Meeting. Materials should not be sent directly to Board Members. Materials may be presented, or mailed to the Board Clerk at 201 Main Ave. W., Twin Falls, ID 83301, or emailed to the Board Clerk at lucasm@tfsd.org

If a topic is being considered by a committee established for that purpose, the Chair may refer the public comment to that committee.

Because of the diversity of issues, members of the Board will not respond to public comment. Instead, issues may be recorded and referred to the proper staff person for follow-up. The Chair may interrupt or terminate an individual’s statement when it is too lengthy, personally directed, abusive, obscene, repetitive, or irrelevant. The Board of Trustees as a whole shall have the final decision in determining the appropriateness of all such rulings.

Nothing in this policy shall prohibit the removal of any person who willfully disrupts a meeting to the extent that orderly conduct is seriously compromised. Defamatory or abusive remarks are always out of order. The presiding officer may terminate the speaker’s privilege of address if, after being called to order, the speaker persists in improper conduct or remarks.

If a special meeting has been held to obtain public comment on a specific issue, the Chair of the Board may not recognize speakers wishing to comment on the same topic at a regular meeting of the Board.



Cross Reference: 4110 Public Complaints
4120 Uniform Grievance Procedure
4320 Disruption of School Operations

Legal Reference: I.C. § 33-512 (11) Governance of Schools
I.C. § 74-206 Executive Sessions – When Authorized

Policy History

ADOPTED: 8/11/14

ISBA

REVISED: 1/11/16

The District athletic equipment will not be loaned out except under the provisions ~~in the last paragraph of this policy~~ outlined below.

For liability reasons, use of school equipment by any group or individual, other than for school sponsored events, is discouraged. In all cases where equipment is used by non-school groups, a liability release will be required. The borrower must also comply with cleaning and disinfection protocol provided by the school.

Different pieces of equipment such as practice hurdles, pole vault equipment, etc. may be used by District athletes for practice during non-scheduled practice times. These must be scheduled and checked out through the activities director and a waiver must be signed releasing the District of any liability. All equipment that is checked out must be thoroughly disinfected and cleaned prior to returning to the athletic director. The athletic director will provide the user with a copy of the District's disinfection and cleaning procedure



Policy History

ADOPTED: 8/11/14

ISBA

REVISED:

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

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

Leadership Criteria

Based on the priorities set by the committees and the district, the Board shall may award leadership premiums of a minimum of \$900 to certificated instructional and pupil service employees, ~~regardless of such employees' full or part time status~~, in recognition of the additional time they will spend fulfilling one or more of the following leadership roles. ~~These awards shall be made regardless of such employees' full or part time status:~~

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

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

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

Leadership Premiums Not Funded

In extraordinary circumstances where funds are not appropriated for Leadership Premiums, this policy is suspended until such funds are replenished by the State.



Legal Reference: I.C. § 33-1004F Obligations to Retirement and Social Security Benefits
I.C. § 33-1004J Leadership Premiums

Policy History

ADOPTED: 8/11/14

ISBA

REVISED: 10/10/16

The District owns and maintains certain vehicles. These are for use by properly authorized personnel of the District for District business purposes.

Any driver who receives a citation for a driving violation while operating a District vehicle shall personally pay all fines levied. All citations received while the driver is a District employee, when operating a District vehicle, must be reported and may result in disciplinary action up to and including termination.

District-Owned Vehicles Provided to Employees

Any mileage driven in a District-owned vehicle that is not for official district business will be considered a taxable fringe benefit to the employee driving the vehicle. This taxable fringe benefit will be in addition to the employee’s annual salary and will be reported on the individual employee’s W-4.

Records of mileage and use other than official district business must be recorded in a diary or log.

Unauthorized personal use of the vehicles or failure to report personal mileage and use may be subject to disciplinary action up to and including termination of employment. No employee, friend, associate or family member of any employee may use a district-owned vehicle for personal use other than minimal personal use by the employee.

This policy and taxable fringe benefit will be reviewed annually to verify that the policy is in compliance with IRS regulations.

Health and Safety Protocols of District-Owned Vehicles

All users of vehicles owned and maintained by the District shall adhere to the cleaning and disinfection protocols outlined by the District.



Legal Reference: I.C. § 33-1506 Inspection of school buses
IDAPA 08.02.02.160 Maintenance Standards and Inspections

Policy History

ADOPTED: 8/11/14

ISBA

REVISED:

The Board of Trustees recognizes the importance of water consumption and encourages increased consumption of water throughout the day. Staff members should be particularly sensitive to student needs for water during periods of hot weather. Students shall be ~~allowed~~ encouraged to carry water bottles during the school day using the water bottle policy below. Teachers may need to call for extra water breaks, too. Even during periods of moderate temperature, staff members should remind students of the value of consuming water.

In addition, water sales should be a significant option through school vending and concession services. Water should be available during mealtimes, ~~at least through water fountains.~~ through low-contact water sources.

Water Bottle Policy

When students bring water bottles for use during school:

- Water bottles must be clear and have secure caps.
- Students may not share water bottles.
- Empty bottles should, on a regular basis, be recycled (if appropriate), discarded, or taken home for sanitized reuse.
- Students misusing water bottles will be subject to disciplinary actions.
- Teachers have discretion in determining classroom use.
- Water bottles may not be used in computer labs, science labs and the library.
- Water bottles may not be re-filled during classroom instruction unless directed by the supervising teacher.



Policy History:

ADOPTED: 8/11/14

ISBA

REVISED:

The District has a firm commitment to performance evaluation of District personnel, whatever their category and level, through ~~the medium of~~ a formalized evaluation system. The primary purpose of such evaluation is to assist personnel in professional development, in achieving District goals, and to assist with decisions regarding personnel actions. This policy applies to certificated personnel, but the District shall differentiate between non-instructional and pupil instructional personnel. The Superintendent is hereby directed to create procedures that differentiate between certificated non-instructional and certificated pupil instructional personnel in a way that aligns with the *Charlotte Danielson Framework for Teaching Second Edition* to the extent possible and aligns to the pupil staff's applicable national standards.

Each certificated staff member shall receive at least one (1) written evaluation to be completed no later than June 1st for each annual contract year of employment and shall use multiple measures that are research based and aligned to the *Charlotte Danielson Framework for Teaching Second Edition* domains and components. The evaluation of certificated personnel shall annually include a minimum of two (2) documented observations, one (1) of which shall be completed prior to January 1st. At least one of the documented observations will be a minimum of 30 continuous minutes. A residency teacher will have two (2) observations and both will be at least 30 continuous minutes. The formal written evaluation will be reviewed during a post evaluation conference to communicate results, discuss any concerns, commend the employee for a job well done, and to obtain signatures. In situations where certificated personnel are unavailable for two (2) documented classroom observations, due to situations such as long-term illness, late year hire, etc., one (1) documented classroom observation is acceptable.

Objectives

The formal performance evaluation system is designed to:

1. Maintain or improve each employee's job satisfaction and morale by letting him or her know that the supervisor is interested in his or her job progress and personal development;
2. Serve as a systematic guide for supervisors in planning each employee's further training;
3. Assure considered opinion of an employee's performance and focus maximum attention on achievement of assigned duties;
4. Assist in determining and recording special talents, skills, and capabilities that might otherwise not be noticed or recognized;
5. Assist in planning personnel moves and placements that will best utilize each employee's capabilities;
6. Provide an opportunity for each employee to discuss job problems and interests with his or her supervisor; and
7. Assemble substantiating data for use as a guide, although not necessarily the sole governing factor, for such purposes as wage adjustments, promotions, disciplinary action, and termination.

Responsibility

The Superintendent or ~~his or her~~ designee shall have the overall responsibility for the administration and monitoring of the Performance Evaluation Program and will ensure the fairness and efficiency of its execution, including:

1. Distributing proper evaluation forms in a timely manner;
2. Ensuring completed evaluations are returned for filing by a specified date;
3. Reviewing evaluations for completeness;
4. Identifying discrepancies;
5. Ensuring proper safeguards and filing of completed evaluations;
6. Creating and implementing a plan for ongoing training for evaluators and certificated personnel on the District's evaluation standards, forms, and processes and a plan for collecting and using data gathered from evaluations;
7. Creating a plan for ongoing review of the District's Performance Evaluation Program that includes stakeholder input from teachers, Board Members, administrators, parents/guardians, and other interested parties;
8. Creating a procedure for remediation for employees that receive evaluations indicating that remediation would be an appropriate course of action; and
9. Creating an individualized evaluation rating system for how evaluations will be used to identify proficiency and record growth over time with a minimum of four rankings used to differentiate performance of certificate holders including: unsatisfactory being equal to a rating of 1; basic being equal to a rating of 2; proficient being equal to a rating of 3; and distinguished being equal to 4.

The Immediate Supervisor is the employee's evaluator and is responsible for:

1. Continuously observing and evaluating an employee's job performance including a minimum of two documented observations annually for certificated personnel, one of which shall be completed prior to January 1st of each year;
2. Holding periodic counseling sessions with each employee to discuss job performance;
3. Completing Performance Evaluations as required; and
4. The individuals assigned this responsibility shall have received training in conducting evaluations based on the statewide framework for evaluations within the immediate previous five years of conducting any evaluations.

Written Evaluation

A written summative evaluation will be completed for each certificated employee by June 1st. A copy will be given to the employee. The original will be retained in employee's personnel

file. The evaluation should be reviewed annually and revised as necessary to indicate any significant changes in duties or responsibilities. The evaluation is designed to increase planning and relate performance to assigned responsibilities through joint understanding between the evaluator and the employee as to the job description and major performance objectives.

The written evaluation will identify the sources of data used in conducting the evaluation. Aggregate data shall be considered as part of the District and individual school needs assessment in determining professional development offerings.

Evaluation Measures

Observations: Periodic classroom observations will be included in the evaluation process with a minimum of two documented observations annually for certificated personnel, one of which shall be completed prior to January 1st. In situations where certificated personnel are unavailable for two documented classroom observations, due to situations such as long-term illness, late-year hire, etc., one documented classroom observation is acceptable.

Professional Practice: A majority of the evaluation of certificated personnel will be comprised of Professional Practice based on the *Charlotte Danielson Framework for Teaching Second Edition*. The evaluation will include at least one of the following as a measure to inform the Professional Practice portion: input received from parents/guardians, input received from students, and/or portfolios. ~~The District has chosen parent or guardian input forms as its measure to inform the Professional Practice portion. Parent or guardian input forms will be made available.~~

Student Achievement:

Instructional staff evaluations must include, in part, measurable student achievement as defined in Section 33-1001, Idaho Code, applicable to the subjects and grade ranges taught by the instructional staff. All other certificated staff evaluations must include measurable student achievement or student success indicators as defined in Section 33- 1001, as applicable to the position. This portion of the evaluation may be calculated using current and/or the immediate past year's data and may use one or both years of data. Growth in student achievement may be considered as an optional measure for all other school-based and District-based staff, as determined by the Board.

Charlotte Danielson Framework: The evaluation will be aligned with minimum State standards and based upon the *Charlotte Danielson Framework for Teaching Second Edition* and will include, at a minimum, the following general criteria upon which the Professional Practice portion will be based. Individual domain and component ratings must be determined based on a combination of professional practice and student achievement as specified above.

1. Planning and Preparation
 - A. Demonstrating Knowledge of Content and Pedagogy;
 - B. Demonstrating Knowledge of Students;
 - C. Setting Instructional Outcomes;
 - D. Demonstrating Knowledge of Resources;
 - E. Designing Coherent Instruction; and

- F. Designing Student Assessments.
2. Classroom Learning Environment
 - A. Creating an Environment of Respect and Rapport;
 - B. Establishing a Culture for Learning;
 - C. Managing Classroom Procedures;
 - D. Managing Student Behavior; and
 - E. Organizing Physical Space.
 3. Instruction and Use of Assessment
 - A. Communicating with Students;
 - B. Using Questioning and Discussion Techniques;
 - C. Engaging Students in Learning;
 - D. Using Assessment in Instruction; and
 - E. Demonstrating Flexibility and Responsiveness.
 4. Professional Responsibilities
 - A. Reflecting on Teaching;
 - B. Maintaining Accurate Records;
 - C. Communicating with Families;
 - D. Participating in a Professional Community;
 - E. Growing and Developing Professionally; and
 - F. Showing Professionalism.

Meeting with the Employee

Counseling Sessions: Counseling sessions between supervisors and employees may be scheduled periodically. During these sessions, an open dialogue should occur which allows the exchange of performance oriented information. The employee should be informed of how he or she has performed to date. If the employee is not meeting performance expectations, the employee should be informed of the steps necessary to improve performance to the desired level. Counseling sessions should include, but not be limited to, the following: job responsibilities, performance of duties, and attendance. A memorandum for record will be prepared following each counseling session and maintained by the supervisor.

Communication of Results: Each evaluation shall include a meeting with the affected employee to communicate evaluation results. At the scheduled meeting with the employee, the supervisor will:

1. Discuss the evaluation with the employee, emphasizing strong and weak points in job performance. Commend the employee for a job well done if applicable and discuss specific corrective action if warranted. Set mutual goals for the employee to reach before the next performance evaluation. Recommendations should specifically state methods to correct weaknesses and/or prepare the employee for future promotions.
2. Allow the employee to make any written comments he or she desires. Inform the

employee that he or she may turn in a written rebuttal/appeal of any portion of the evaluation within seven days and outline the process for rebuttal/appeal. Have the employee sign the evaluation indicating that he or she has been given a copy and initial after supervisor's comments.

No earlier than seven days following the meeting, if the supervisor has not received any written rebuttal/appeal, the supervisor will forward the original evaluation in a sealed envelope, marked "Personnel-Evaluation" to the Superintendent, or the designee, for review. The supervisor will also retain a copy of the completed form.

Rebuttals/Appeal

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

If a written rebuttal/appeal is received by the supervisor within seven days, the supervisor may conduct additional meetings or investigative activities necessary to address the rebuttal/appeal. Subsequent to these activities, and within a period of ten working days, the supervisor may provide the employee with a written response either amending the evaluation as requested by the employee or stating the reason(s) why the supervisor will not be amending the evaluation as requested.

If the supervisor chooses to amend the evaluation as requested by the employee then the amended copy of the evaluation will be provided to, and signed by, the employee. The original amended evaluation will then be forwarded to the Superintendent, or the designee, for review in a sealed envelope, marked Personnel-Evaluation. The supervisor will also retain a copy of the completed form.

If the supervisor chooses not to amend the evaluation as requested by the employee then the evaluation along with the written rebuttal/appeal, and the supervisor's response, if any, will be forwarded to the Superintendent, or the designee, for review in a sealed envelope, marked Personnel-Evaluation. The supervisor will also retain a copy of the completed evaluation including any rebuttal/appeal and responses.

Action

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

Records

Permanent records of each certificated personnel's evaluation and any properly submitted rebuttal/appeal documentation will be maintained in the employee's personnel file. All evaluation records, including rebuttal/appeal documentation, will be kept confidential within

the parameters identified in State and federal law regarding the right to privacy.

Reporting

Any subsequent changes to the District’s evaluation plan shall be resubmitted to the State Department of Education for approval. The District shall report the summative rankings, the number of components rated as unsatisfactory, whether a majority of the certificated personnel’s students met their measurable student achievement or growth targets or student success indicators as well as what measures were used, and whether an individualized professional learning plan is in place for all certificated personnel evaluations, annually to the State Department of Education.



Legal Reference: I.C. § 33-514 Issuance of Annual Contracts – Support Programs – Categories of Contracts – Optional Placement – Written Evaluation
I.C. § 33-515 Issuance of Renewable Contracts
I.C. § 33-518 Employee Personnel Files
I.C. § 33-1001 Definitions
IDAPA 08.02.02.120 Local District Evaluation Policy

Policy History

ADOPTED: 12/09/13

ISBA

REVISED: 8/11/14

7/13/15

6/13/16

1/9/17

7/10/17

3/12/18

8/10/20