

## **MEMORANDUM**

**To:** Board of Trustees  
Twin Falls School District 411  
**From:** Eva Craner, Director of Public Relations  
**Re:** Policy Updates  
**Date:** March 7, 2022

### **First Reading:**

#### **ISBA Updates:**

- 2150P Copyright Compliance
- 2340 Controversial Issues and Academic Freedom
- 2375 Service Animals in Schools
- 2570 Use of Commercially Produced Video - NAME CHANGE
- 3000 Entrance, Placement, and Transfer
- 3370 Searches and Seizures
- 3370P Searches and Seizures
- 3570P Student Records
- 3570F Student Records – Notice to Parents and Student of Rights Concerning a Student's School Records
- 4120F Uniform Grievance Report Form
- 5750 Employing Retired Teachers and Administrators
- 7402 Restrictions on Contracts with Entities Boycotting Israel

#### **Administrative Updates:**

- 2700P High School Graduation Requirements
- 2960F1 Computing Device and Network Acceptable Use Agreement
- 2960F2 Mobile Computing Device Use Agreement
- 5401P Sick Leave and Sick Leave Bank
- 9305 School Spirit Rocks

It is the intent of this procedure to provide guidance as to how the District and its employees may utilize all forms of copyrighted material. This includes digital as well as print materials. Throughout this procedure, “copies” shall refer to electronic as well as physical copies.

### Record Keeping

Each school employee shall maintain personal records regarding each school year’s annual cumulative effect use. Further, an individual employee shall maintain records of permission they have received to duplicate copyrighted materials. These materials shall be retained for five years. Copies of site licenses, network licenses, and other permission to copy computer software will be maintained by the District’s Technology Personnel.

Each copy must include a clear and obvious notice of copyright. The provisions of this policy are applicable to any form of copyrighted materials, including electronically provided copies of materials.

### 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 show copyrighted materials to the class in overhead projectors for instructional purposes using such devices as a projector, interactive white board, or similar display.

#### Digital Technology/Distance Learning Including Websites

The District may send copyrighted materials as part of any distance learning classes, provided use complies with guidelines set forth in federal regulations and the following criteria are met:

1. The performance and/or display is a regular part of instruction; and
2. Technical measures are used to reasonably prevent recipients keeping material beyond the class session or distributing it. Such measures may include:
  - A. Ensuring the material is only sent to students enrolled in the course;
  - B. Requiring an assigned password or login to access the materials and ensuring such passwords or logins are disabled as soon as the material is no longer needed by the students enrolled in the course;
  - C. Disabling the print function for any copyrighted materials;
  - D. Including a watermark on copyrighted materials; and
  - E. Streaming copyrighted materials to students rather than providing it as a file saved to a website.

Distance learning is subject to copyright guidelines if copyrighted material is copied or recorded during a transmitted lesson.

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.

#### 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.

#### Authorized Reproduction of Dramatic Works

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.

#### Copyrighted Video 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.

All District employees must comply with federal copyright laws as well as publisher licensing agreements. The legal requirements apply:

1. Regardless of whether an admission fee is charged

2. Whether the institute or organization is commercial or non-profit
3. Whether a federal, state, or local agency is involved

An “Educational Exemption” also called the “face-to-face teaching exemption” is a precise activity which allows the legal use of movies in certain types of teaching. In order for a movie to be considered an Educational Exemption, all criteria must be met:

1. A teacher or instructor is present and the movie or video is shown in the course of face-to-face teaching activities;
2. The showing takes place in a classroom setting with only the enrolled students attending;
3. The movie is used as an essential part of the core, current curriculum being taught;
4. The showing of the movie or video is directly related and of material assistance to the curriculum and lesson objectives;
5. The movie being used is a legitimate copy,

A school or District’s media center is responsible for the maintenance of a school’s obtained copyrighted video, audio, or multi-media materials. Such center may reproduce one copy of a copyrighted work and distribute such in accordance with applicable provisions of the law.

Copies made by a private individual of a rented or broadcast video are considered to be illegally made and may not be used for instructional purposes unless such use meets the fair-use test. Fair use is defined by 17 USC 107 and the U.S. Copyright Office.

Rental video recordings and other optical media labeled with a “home use only” warning may not be used in any District classroom or school activity, including any extracurricular activity, unless such use is specifically permitted in the corresponding rental agreement.

Closed-circuit distribution of copyrighted work to classrooms in a school is legal, so long as the transmission is used for instructional activity and not entertainment.

Off-air recording of broadcast programs is permitted to educational institutions for programs broadcast to the general public. Recordings of pay cable TV services and satellite broadcasts available at an extra charge are not allowed without permission from the copyright owner.

#### 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

**Other Reference:** Fair Use Test: <https://www.copyright.gov/fair-use/index.html>

Procedure History:

**ADOPTED:** 8/11/14

ISBA

**REVISED:** 3/14/16  
10/12/20

The District shall offer courses of study, which will afford learning experiences appropriate to the level of student's knowledge.understanding. The instructional program shall respect the right of students to face issues, to have free access to information, to study under teachers in situations free from prejudice, and to form, hold, and express their own opinions without personal prejudice or discrimination.

The District affirms that its employees and students should respect the dignity of others and acknowledge the rights of others to express differing opinions. District employees and students are expected to foster and defend intellectual honesty, freedom of inquiry instruction, and speech as well as association rights appropriate for the educational setting.

The Board recognizes the need for the teachers to have the freedom to discuss and teach subjects and issues which may be controversial. Such subjects and issues may include but not necessarily be limited to (1) politics, (2) science, (3) health and sex education, and (4) values and ethics.

Teachers shall guide discussions and procedures with thoroughness and objectivity to acquaint students with the need to recognize opposing viewpoints, importance of fact, value of good judgment, and the virtue of respect for conflicting opinions.

The Board encourages and supports the concept of academic freedom, recognizing it as a necessary condition to aid in maintaining an environment conducive to learning and the free exchange of ideas and information.

The Board also believes that academic freedom carries with it a responsibility that is shaped by the basic ideals, goals, and institutions of the local community. These standards are expressed via the goals and objectives of the adopted curriculum, by the adopted textbooks, by Board policy, and by the District's mission statement.

In the study or discussion of controversial issues or materials, however, the Board directs the teaching staff to take into account the following criteria:

1. relative maturity of students;
2. District philosophy of education;
3. community standards, morals, and values;
4. the necessity for a balanced presentation; and
5. the necessity to seek prior administrative counsel and guidance in such matters.

Because of its responsibility to guarantee academic freedom to both students and teachers, the Board expects that:

1. All classroom studies will be curriculum-related, objective, and impartial;
2. Teachers will create and maintain an atmosphere of open-mindedness and tolerance, and

that no one idea or viewpoint should necessarily prevail;

3. ~~Teachers will not attempt, directly or indirectly, to limit or control students' judgment concerning any issue, but will make certain that full and fair consideration is given to the subject and that facts are carefully examined as to their accuracy and interpretation;~~  
Teachers will not attempt, directly or indirectly, to limit or control students' judgment concerning any issue, including but not limited to requiring students to personally affirm, adopt, or adhere that any race is inferior or superior or on inherent responsibilities regarding: sex, race, ethnicity, religion, color or national origin, but will make certain that full and fair consideration is given to the subject and that facts are carefully examined as to their accuracy and interpretation. This shall include not arguing that individuals should be treated adversely on the basis of any of the attributes listed above;
4. Teachers will exercise professional judgment in determining the appropriateness of the issue to the curriculum and to the age and grade level of the students; and
5. No distinction or classification of students shall be made on account of race or color, other than as required for collection or reporting of demographic data required by public schools.

To this end:

1. The teacher shall be free to choose supplemental materials to support and enhance the regular classroom curriculum except in sex education instruction as outlined in item four of this section. To encourage the free flow of information and enhance student creativity, unplanned issues may be brought up in the classroom and briefly discussed.
2. The school shall provide for parents or guardians to have their child excused from a topic, which may be contrary to their religious or moral values. This shall be done in writing by the parent or guardian and include an explanation of the conflict. The student may also request to be excused if the student personally finds the topic to be contrary to their religious or moral values. The student must explain in writing as to the nature of the conflict. The teacher will provide an alternative assignment if the request is approved by the teacher and principal.
3. The teacher shall notify parents or guardians when ~~especially~~ controversial issues are ~~scheduled to~~ ~~may~~ be discussed and that ~~parents/guardians they~~ may have their child excused if family religious or moral values so dictate. The teacher should have the principal view questionable materials, etc.
4. The Board directs that a philosophy of abstinence shall be a part of and the underlying principal in all sex education instruction. However, it is recognized that this alone may not prevent pregnancies and sexually transmitted disease and therefore the Board allows for instruction in sex education including AIDS awareness, sexually transmitted diseases, birth control, and general human sexuality. In all cases the known facts will be taught, not the opinions or moral judgment of the instructor. This does not preclude giving impartial

viewpoints on both sides of issues such as the right to an abortion or on the use of birth control methods.

Any parent or legal guardian may have his or her child excused from any planned sex education instruction upon filing a written request to the Board. The Board shall make a form available for such requests. Alternative educational activities shall be provided for those excused.

5. When speakers are to be used, the principal must always give approval as outlined in the Board policy on "Controversial Speakers".



**Cross Reference:** 2345 Speakers in the Classroom and at School Functions

**Legal Reference:**

I.C. § 33-138	Dignity and Nondiscrimination in Public Education
I.C. § 33-139	Prohibition on the Expenditure of Moneys for Certain Purposes

I.C. § 33-512 Governance of schools

I.C. § 33-1611 Excusing Children from Instruction in Sex Education

Policy History:

**ADOPTED:** 8/11/14

**REVISED:**

The District acknowledges its responsibility to permit students and/or adults with disabilities to be accompanied by a service animal in its school buildings, in classrooms, and at school functions, as required by the Americans with Disabilities Act.

“Service animal” refers to any dog or miniature horse that is individually trained to do work or perform tasks for the benefit of someone with a disability. The provision of emotional support, well-being, comfort, or companionship does not constitute work or tasks for the purpose of this definition.

Use of service animals shall be subject to the following requirements:

~~1. All requests for an individual with a disability to be accompanied by a service animal must be addressed in writing to the Superintendent. This written request must be delivered to the Superintendent’s office at least ten business days prior to bringing the service animal to school or a school function. Any such request by a student shall be advanced to the proper administrative personnel for consideration of a Section 504 analysis and possible program.~~

2. The animal must be required for the individual with a disability.

3. The animal must be a dog or, in specific circumstances, a miniature horse. No other species of animal, whether wild or domestic, will be permitted in schools as a service animal.

4. Categories of possible uses:

A. A member of the public who visits the District property may be accompanied by a service animal. Appropriate staff may ask the following questions only about the service animal if the answers are not obvious:

I. Is this a service animal required because of a disability; and

II. What work or task has the animal been trained to perform.

Staff cannot ask about the person’s disability, require medical documentation, require a special identification card or training documentation for the animal, or ask that the dog demonstrate its ability to perform the work or task.

B. Any student who seeks to be accompanied by a service animal (including a service dog in training addressed below) while on school property shall have such request addressed via a Section 504 Plan, other applicable plan, including a potential Health Care Plan with the District. Such a plan shall be prepared in accordance with standard District policy in conjunction with the student’s

parent/legal guardian. It shall be the responsibility of the parent/legal guardian to contact the school to commence this process.

- C. Any employee who seeks to be accompanied by a service animal while on school property shall contact the District's Human Resources Department and shall work through the Americans with Disabilities Act process with the District.
5. Requests to permit a miniature horse to accompany a student or adult with a disability in school buildings, in classrooms, or at school functions will be handled on a case-by-case basis, considering:
    - A. The type, size, and weight of the miniature horse, and whether the facility can accommodate these features;
    - B. Whether the handler has sufficient control of the miniature horse;
    - C. Whether the miniature horse is housebroken; and
    - D. Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.
  6. Upon Request, Owners of service animals must provide proof of the animal's current vaccinations to the Superintendent or Human Resources Department as appropriate per the situation with their request to be accompanied by a service animal.
  - ~~7. All service dogs must be spayed or neutered.~~
  8. All service animals must be kept clean and groomed to reduce shedding and dander, and must be treated for, and kept free of fleas and ticks.
  9. Owners of service animals are liable for any harm or injury caused by the animal to other students, staff, visitors, and/or property.
  10. A service animal must have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks; in which case the service animal must be otherwise under the handler's control, ~~such as by~~ through voice control, ~~hand signals,~~ or other effective means.
  11. The school system is not responsible for the care or supervision of a service animal, including walking the animal or responding to the animal's need to relieve itself.
    - A. The District is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.
    - B. Students with service animals are expected to care for and supervise their animal. In the case of a young child or a student with disabilities who is unable to care or

supervise his service animal, the parent is responsible for providing care and supervision of the animal.

C. Issues related to the care and supervision of service animals will be addressed on a case-by-case basis ~~in~~ at the discretion of the building administrator.

D. Student requests for service animal-related accommodations will be reviewed based on the specific circumstances particular to the student in question and may be addressed in conjunction with a student's Section 504 Plan or Individual Education Plan.

12. A school administrator may ask an individual with a disability or his or her parents to remove a service animal from a school building, a classroom, or from a school function if any of the following circumstances occurs:

- A. The animal is out of control and the animal's handler does not take effective action to control it.
- B. The animal is not housebroken.
- C. The animal's presence would "fundamentally alter" the nature of the service, program, or activity.
- D. The animal's presence is ~~presents~~ a direct threat to students, staff, or other individuals.

### Service Dogs in Training

Any student's request to be accompanied by a service dog in training shall be assessed on a case-by-case basis according to their disability.

Non disabled handlers accompanied by service dogs in training shall carry and, upon request, display an identification card, issued by a recognized school for service dogs or organization that services individuals with disabilities. Disabled handlers shall have the right to be accompanied by a service dog in training for the purposes of training on District property without producing an identification card.

However, regardless of whether the handler has a disability, the service dog in training must be identified by wearing a jacket, collar, scarf, or similar article identifying the dog as "in training."

Should other types of animals be recognized by federal and/or state law subsequent to the enacting of this Policy, this policy will be read as consistent as possible with regard to such animal until such time as this policy is amended.



### **Legal Reference:**

I.C. § 18-5812B	Person May be Accompanied by a Service Dog-in-Training
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I.C. § 56-701A	Definitions
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I.C. § 56-704B	Rights of Individuals with Dogs-in-Training
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ADA Regulations, 28 C.F.R. Part 35

Policy History:

**ADOPTED:** 3/14/16

ISBA:

**REVISED:**

### Purpose

The Board believes that movies, videos, and other audiovisual materials are important tools in the educational process. At the same time, the Board believes that the use of movies and videos should be limited so that they are used legally and appropriately in achieving legitimate educational objectives. Therefore, it is the Board's purpose to have a policy that promotes the appropriate educational use of movies and videos in schools by maximizing classroom instructional time, encouraging parental participation in the education process and fostering community values.

### Policy

It is Board policy to establish course curriculum and work in partnership with parents to promote an appropriate learning environment that reflects community values. Therefore, the following guidelines represent Board policy regarding how and when movies and videos may be used as an instructional strategy to supplement approved course curriculum.

### Educational Relevance

The showing of movies and videos must be limited to a specific educational purpose. General selection criteria should include quality of the overall work, fair and accurate representation of the facts, the reputation and significance of the writer, director and/or performer, and critical acclaim of the work itself.

Any segment of an R-rated movie to be shown at the high school requires a signed written consent from a parent/guardian that must be kept on file before the student may view the video.

The Board discourages the showing of an R-rated movie in school. However, the Board also recognizes that some segments of certain R-rated movies may have a valid educational purpose. Therefore, R-rated movies are not to be shown in their entirety, and segments may be shown only if no other means of instruction can present the information. Signed, written permission must be granted by a parent/guardian before the student may view the excerpt.

### Administrator's Authorization

At least five (5) days prior to the showing, the instructor/teacher shall submit to the principal, in writing, the following information on the particular films:

1. Title and brief description
2. Purpose for showing the movie/video
3. Match with course objectives
4. Proposed date(s) of viewing
5. When and how parents will be notified, or if necessary, grant consent

## 6. Audience rating (G, PG, PG-13)

### Copyright

All use of videos must comply with Policy 2150 and Procedure 2150P.

All District employees must comply with federal copyright laws as well as publisher licensing agreements. The legal requirements apply:

1. ~~Regardless of whether an admission fee is charged~~
2. ~~Whether the institute or organization is commercial or non-profit~~
3. ~~Whether a federal, state, or local agency is involved~~

An “Educational Exemption” also called the “face-to-face teaching exemption” is a precise activity which allows the legal use of movies in certain types of teaching. In order for a movie to be considered an Educational Exemption, all criteria must be met:

1. ~~A teacher or instructor is present and the movie or video is shown in the course of face-to-face teaching activities;~~
2. ~~The showing takes place in a classroom setting with only the enrolled students attending;~~
3. ~~The movie is used as an essential part of the core, current curriculum being taught;~~
4. ~~The showing of the movie or video is directly related and of material assistance to the curriculum and lesson objectives;~~
5. ~~The movie being used is a legitimate copy, not taped from a legitimate copy or taped from television;~~
6. ~~Recorded Programs from Network and Cable Television: Teachers may only show programs recorded off-air from network and cable television channels, according to the following guidelines:~~
  - a. ~~Educators desiring to show television programs for instructional purposes should request the school library/media specialist to record the program at school with school recording facilities.~~
  - b. ~~A television program that is recorded off-air may be retained for 45 consecutive calendar days after the date of the recording. At the conclusion of this 45-day retention period, the recording must be destroyed or erased.~~
  - c. ~~During the first ten (10) consecutive school days of the forty-five (45) day period the recording may be used once by individual teachers in classrooms or similar places devoted to instruction, in the course of relevant teaching activities. The teacher may show the program again only once within this ten (10) school-day period when instructional reinforcement is necessary.~~
  - d. ~~Teachers and other school officials who show television programs for entertainment purposes violate this policy as well as federal copyright law.~~
  - e. ~~After the first ten (10) consecutive days, off-air recordings may be used up to the end of the forty-five (45) calendar-day retention period only for teacher evaluation purposes, i.e., to determine whether or not to include a broadcast program in the teaching curriculum, and may not be shown in the schools to students or for other non-evaluation purposes.~~
  - f. ~~Copies may be made from an off-air recording as necessary to meet the legitimate needs of teachers. However, all copies are subject to the provisions of this policy and must include the copyright notice on the broadcast program as recorded.~~

~~g. Off air recordings need not be used in their entirety, but recorded programs may not be altered from their original content nor may they be physically or electronically merged to constitute teaching anthologies.~~

#### Other Organizations Using School Facilities

In the event any outside organizations use a school facility and wish to show movies, videos or other audiovisual materials, it is only legally permitted if the school district itself has a Public Performance Site License from Movie Licensing USA. School districts without such a license can be held liable if an outside organization involves them in copyright infringement by permitting movies, videos or audiovisual materials to be used in a district facility. Once licensed, the district may exhibit movies copyrighted by the studios so long as they are secured from a legal source such as a video rental service ~~to~~, streaming service, school library, media center, or a personal collection.



Cross Reference:	2150	Copyright
	2150P	Copyright Compliance

**Legal Reference:** The Copyright Act of 1976, Public Law 94-553, 90 stat. 2541: Title 17; Section 110(i)

Policy History:

**ADOPTED:** 8/11/14

ISBA

**REVISED:**

Every student has a basic right to attend school. His or her primary purpose in attending school is to engage in learning; and his or her cooperation and dedication is fundamental to obtaining a quality education.

The Board of Trustees seeks to protect the rights of each student and promote the welfare of the student body. These student policies are intended to facilitate a quality experience for students in all activities related to the educational program. Each student should have the experiences that will enable him or her to become a useful and productive citizen.

### Entrance, Date, and Age

No pupil may be enrolled in the kindergarten or first grade whose fifth or sixth birthday respectively does not occur on or before the first day of September of the school year in which the child registers to enter school. Any child of the age of five years who has completed a private or public out-of-state kindergarten for the required 450 hours but has not reached the age and date requirements set above shall be allowed to enter the first grade.

### Initial Enrollment

Immunization records or an appropriate waiver and birth certificate are required for admission to all District schools (subject to provisions of McKinney Homeless Assistance Act, see District Policy 3060). Communication of the requirement for immunization records or exemptions shall comply with District Policy 3525.

If a birth certificate is not provided upon enrollment of a student for the first time in elementary or secondary school, the District shall notify the person enrolling the student in writing that he must provide within 30 days either a certified copy of the student's birth certificate, or other reliable proof of the student's identity and birth date; which proof shall be accompanied by an affidavit explaining the inability to produce a copy of the birth certificate. Other reliable proof of the student's identity and birth date may include a passport, visa, or other governmental documentation of the child's identity. If the person enrolling a student fails to provide the information within the requested 30 days, the District shall immediately notify the local law enforcement agency of such failure and again notify the person enrolling the student, in writing, that he has an additional ten days to comply. If any documentation or affidavit received pursuant to this section appears inaccurate or suspicious in form or content, the District shall immediately report the same to the local law enforcement agency. Local law enforcement will investigate these reports. Failure of a parent, or person in custody of a child, or a person enrolling a student, to comply with the documentation requirements of this section after a lawful request shall constitute a misdemeanor.

A student transferring schools within the District need not provide proof of identity and birth date if the student's record already contains such verified information.

### Initial Placement

The goal of the District shall be to place students at levels and in settings that will enhance the probability of student success. Developmental testing together with other relevant criteria, including but not limited to health, maturity, emotional stability, and developmental disabilities, may be considered in the placement of all students. Final disposition of all placement decisions rests with the principal, subject to review by the Superintendent and the Board.

### Advanced Enrollment For Military Dependents

Any member of the United States Armed forces who has received transfer orders to a location in Idaho and will, upon such transfer, reside in the District's attendance boundary may enroll his or her child in the District regardless of where the child resides at the time of enrollment.

### Transfer

District policies regulating pupil enrollment from other accredited elementary and secondary schools are designed to protect the educational welfare of the child and of other children enrolled in the District.

**Elementary Grades (K-8):** Any student transferring into the District will be admitted and placed on a probationary basis for a period of two weeks.

Should any doubt exist with teacher and/or principal as to grade and level placement of the student, the student shall be subject to an educational assessment to determine appropriate grade and level placement.

During the two-week probationary period, the student will be subject to observation by the teacher and building principal.

**Secondary Grades (9-12), Credit Transfer:** Requests for transfer of credits from any secondary school shall be subject to a satisfactory examination of the following:

1. Appropriate certificates of accreditation;
2. Length of course, school day, and school year;
3. Content of applicable courses;
4. The school facility as it relates to credit earned (i.e., lab areas for appropriate science or vocational instruction);
5. An appropriate evaluation of student performance leading toward credit issuance; and
6. Final approval of transfer credits will be determined by the high school principal, subject to review upon approval by the Superintendent and Board of Trustees.

### Transfer from Persistently Dangerous Schools

If any school within the District is found to be persistently dangerous in accordance with federal law, students attending the school shall be permitted to transfer to another traditional or charter school within the District which is not persistently dangerous and which is meeting annual yearly progress requirements. The transfer may be either permanent or temporary and lasting until the school of origin is no longer designated as persistently dangerous. Parents or guardians of students shall be notified that the school has been designated as persistently dangerous within ten days of being so designated. Within 20 days of receiving such notification, students may be transferred to another school within the District.

Any student who is the victim of a violent criminal offense on school grounds shall be permitted to transfer to another school within the District.



**Cross Reference:** 3060 Education of Homeless Children  
3525 Immunization Requirements  
4160 Parents Right-to-Know Notices

**Legal Reference:** Art. IX, § 9, Idaho Constitution- Compulsory Attendance at School  
I.C. § 18-4511 School Duties—Records of Missing Child—Identification  
Upon Enrollment—Transfer of Student Records  
I.C. § 33-201 School Age  
I.C. § 33-209 Transfer of Student Records – Duties  
I.C. § 39-4801 Immunization Required  
I.C. § 39-4802 Exemptions  
20 U.S.C. § 7912 Unsafe School Choice  
20 USC § 6313 Eligible School Attendance Areas  
42 USC § 11432 Education of Homeless Children and Youths

Policy History

**ADOPTED:** 10/9/17

ISBA

**REVISED:** 8/10/20

To maintain order and security in the schools, school authorities are authorized to conduct reasonable searches of school property and equipment, as well as of students and their personal effects.

School Property and Equipment as well as Personal Effects Left There by Students

School authorities may inspect and search school property and equipment owned or controlled by the school (such as lockers, desks, and parking lots), as well as personal effects left there by the student, without notice or consent of the student. This applies to student vehicles parked on school property. Building principals may require each high school student, in return for the privilege of parking on school property, to consent in writing to school searches of his or her vehicle and personal effects therein, when reasonable suspicion of wrongdoing exists.

The Superintendent may request the assistance of law enforcement officials to conduct inspections and searches of lockers, desks, parking lots, and other school property and equipment for illegal drugs, weapons or other illegal or dangerous substances or material, including searches conducted through the use of specially trained dogs.

Students

School authorities may search the student and/or the student's personal effects in the student's possession when there is reasonable ground for suspecting that the search will produce evidence the particular student has violated or is violating the law or the District's student conduct rules. The search itself must be conducted in a manner that is reasonably related to its objectives and not excessively intrusive in light of the age and sex of the student and the nature of the infraction.

Whenever practical, searches of a student shall be conducted by a staff member of that student's gender. Any time a search of a student must be conducted, a second adult shall be present. Whenever practical, this second adult shall also be of the student's gender. In no case shall a search of a student be conducted without at least one adult of the student's gender present.

Seizure of Property

If a search produces evidence that the student has violated or is violating the law or the District's policies or rules, such evidence may be seized and impounded by school authorities, and disciplinary action may be taken. When appropriate, such evidence may be transferred to law enforcement authorities.



Policy History:

**ADOPTED: 8/11/14**

ISBA  
**REVISED:**

The following rules shall apply to any searches and the seizure of any property by school personnel:

1. The Superintendent, principal, and the authorized assistants of either shall be authorized to conduct any searches or to seize property on or near school premises, as further provided in this procedure.
2. If the authorized administrator has reasonable suspicion to believe that any locker, car or other container of any kind on school premises contains any item or substance which constitutes an imminent danger to the health and safety of any person or to the property of any person or the District, the administrator is authorized to conduct a search of any car or container and to seize any such item or substance.
3. The authorized administrator may perform random searches of any locker, car or container of any kind on school premises without notice or consent.
4. If the authorized administrator has any reasonable suspicion to believe that any student has any item or substance in his/her possession, which constitutes an imminent danger to the property of any person or the District, the administrator is authorized to conduct a search of any car or container and to seize any such item or substance.
5. No student shall hinder, obstruct or prevent any search authorized by this procedure.
6. ~~Whenever circumstances allow~~, any search or seizure authorized in this procedure shall be conducted in the presence of at least one (1) adult witness as described in Policy 3370, and a written record of the time, date and results shall be made by the administrator. A copy shall be forwarded to the Superintendent as soon as possible.
7. In any instance where an item or substance is found which would appear to be in violation of the law, the circumstance shall be reported promptly to the appropriate law enforcement agency.
8. In any situation where the administrator is in doubt as to the propriety of proceeding with any search or seizure, the administrator is authorized to report the situation to the appropriate law enforcement agent. The administrator is not to become the agent of any public law enforcement agent. ~~to and comply with the directions of any public law enforcement agency.~~



Procedure History

**ADOPTED: 8/11/14**

**ISBA**

**REVISED:**

Maintenance of School Student Records

The District shall maintain a record for each student enrolled in the district. Student records shall include the following information as applicable and if the district has created or received such information. Items 1-7 must be included in the student record: ~~that shall contain information, including but not limited to the following:~~

1. Birth certificate;
2. Proof of residency;
3. Unique student identifier;
4. Basic identifying information;
5. Academic transcripts;
6. Immunization records including exemption documentation;
7. Attendance records;
8. Intelligence and aptitude scores;
9. Psychological reports;
10. Achievement test results;
11. Participation in extracurricular activities;
12. Honors and awards;
13. Special education records (maintained pursuant to IDEA requirements);
14. Verified reports or information from non-educational persons;
15. Verified information of clear relevance to the student's education;
16. Log pertaining to release of student's record; and
17. Disciplinary information.

The following are records which the District will maintain permanently:

1. Student's legal name;
2. Birth Certificate;
3. Proof of residency;
4. Academic transcript including graduation date; ~~and~~
5. Attendance summary, listing enrollment dates ~~records~~;
6. Student Identification Number; and
7. Educational Assessment Data.

Information in student records files (excluding permanent records listed above) shall be maintained for a period of three (3) years after a student graduates or permanently leaves the District.

~~Records for a special education student with disabilities who graduates or permanently withdraws from the District, including eligibility documentation, IEPs, consents, and written notices will, for at least five (5) years, be maintained until such time or when the District has been given written consent from the parent(s) and/or adult former student to destroy the records or transfer the records to the parent(s) or to the student if the student has succeeded to the rights~~

~~of the parents. Such written records of individual students are confidential and shall be shredded under supervision of the staff member responsible for the records if not released to the parent(s) and/or adult former student. The records manager should maintain a log that documents the date of destruction or release of records.~~

Special Education Records shall be maintained in accordance with applicable special education laws.

The District's public records custodian, in conjunction with the Superintendent's or their designee shall be responsible for the maintenance, retention, or destruction of a student's records, in accordance with the District's procedure established by the Superintendent.

The unique student identifier is a number issued and assigned by the State Department of Education to each student currently enrolled or who will be enrolled. The unique student identifier shall follow the student from each school district or local educational agency (LEA) or upon return to a school district or LEA after an absence no matter the length of absence.

#### Access to Student Records

The District shall grant access to student records as follows:

1. The District or any District employee shall not release, disclose, or grant access to information found in any student record except under the conditions set forth in this policy and consistent with the provisions of state and federal law.
2. The parents of a student under 18 years of age shall be entitled to inspect and copy information in the child's school records. Such requests shall be made in writing and directed to the records custodian. Access to the records shall be granted within 15 days of the District's receipt of such a request.

Where the parents are divorced or separated, both shall be permitted to inspect and copy the student's school records unless a court order indicates otherwise. The District shall send copies of the following to both parents at either one's request, unless a court order indicates otherwise or parental rights have been terminated by court order or parental agreement:

- A. Academic progress reports or records;
- B. Health reports;
- C. Notices of parent-teacher conferences;
- D. School calendars distributed to parents/guardians; and
- E. Notices about open houses and other major school events, including pupil-parent interaction.

When the student reaches eighteen (18) years of age, graduates from high school, marries, enters military service, or becomes legally emancipated, all rights and privileges accorded to the parent become exclusively those of the student. The parents of dependent

students, as defined by the I.R.S. (i.e. student termed dependent for income tax purposes) may have access to student educational records if the parents establish, via either a copy of the applicable tax forms and/or a Parental Affidavit for Educational Records attesting to the student's dependent status.

Access shall not be granted to the parent or the student to confidential letters and recommendations concerning the admission to a post-secondary educational institution, applications for employment, or the receipt of an honor or award, if the student has waived his or her right of access, after being advised of his or her right to obtain the names of all persons making such confidential letters or statements.

3. The District may grant access to, or release information from, student records to employees or officials of the District or the Idaho State Board of Education, provided a current, demonstrable, educational or administrative need is shown, without parental consent or notification. Access in such cases shall be limited to the satisfaction of that need.
4. For purposes of an audit or evaluation by a federal or state-supported education program, and to comply with federal requirements related to such a program, the receiving entity must be a state or educational authority or another entity allowed by the Family Educational Rights and Privacy Act (FERPA), or must be an authorized representative of such an entity.

For each new audit, evaluation, or enforcement effort, the District shall enter into a written agreement when designating anyone other than its employee as its authorized representative. The District shall be responsible for using reasonable methods to ensure, to the greatest extent practicable, that the authorized representative

- A. Uses the personal information only for the authorized purpose;
  - B. Protects the personal information from further unauthorized disclosures or other uses; and
  - C. Destroys the personal information when it is no longer needed for the authorized purpose. Such destruction shall be effected by any specified time period set forth in the written agreement.
5. The District may grant access to, or release information from, student records without parental consent or notification to any person, for the purpose of research, statistical reporting, or planning, provided that no student or parent can be identified from the information released, and the person to whom the information is released signs an affidavit agreeing to comply with all applicable statutes and rules pertaining to school student records. Any such release in this regard shall be consistent with Idaho Code and Policy 3575 relating to the limitations on the release of student data.
6. The District shall grant access to, or release information from, a student's records pursuant to a court order or appropriate subpoena. In most instances, the parent/qualified student shall be given prompt written notice of such order/subpoena, a general statement

of the documents which will be released, and the proposed date of release of the documentation requested. However, there are very limited circumstances under the USA Patriot Act where schools are required to disclose information without notice to the parent or student to the Attorney General of the United States upon an ex parte order in connection with the investigation or prosecution of terrorism crimes or other such specified situations when the court order prohibits disclosure (i.e. Federal Grand Jury Subpoena or Law Enforcement Subpoena wherein such order indicates disclosure is not permitted).

7. The District shall grant access to or release information from any student record as specifically required by federal or state statute.
8. The District shall grant access to, or release information from, student records to any person possessing a written, dated consent, signed by the parent or eligible student with particularity as to whom the records may be released, the information or record to be released, and the reason for the release. One copy of the consent form will be kept in the records, and one copy shall be mailed to the parent or eligible student by the records custodian. Whenever the District requests the consent to release certain records, the records custodian shall inform the parent or eligible student of the right to limit such consent to specific portions of information in the records.
9. The District may release student records to the Superintendent or an official with similar responsibilities in a school in which the student has enrolled or intends to enroll, upon written request from such official.
10. Prior to the release of any records or information under items 6, 7, 8, and 9 above, the District shall provide prompt written notice to the parents or eligible student of this intended action except as specified in item 6. This notification shall include a statement concerning the nature and substance of the records to be released and the right to inspect, copy, and challenge the contents.
11. The District may release student records or information in connection with an emergency, without parental consent, if the knowledge of such information is necessary to protect the health or safety of the student or other persons. The records custodian shall make this decision taking into consideration the nature of the emergency, the seriousness of the threat to the health and safety of the student or other persons, the need for such records to meet the emergency, and whether the persons to whom such records are released are in a position to deal with the emergency. Any release that is made must be narrowly tailored considering the immediacy, magnitude, and specificity of the information concerning the emergency and the information should only be released to those persons whose knowledge of the information is necessary to provide immediate protection of the health and safety of the student or other individuals (i.e. law enforcement, public health officials, trained medical personnel). The exception is temporarily limited to the period of the emergency and does not allow for a blanket release of personally identifiable information from a student's records. The District shall notify the parents or eligible student as soon as possible of the information released, the date of the release, the person,

agency, or organization to which the release was made, and the purpose of the release and the same information shall be recorded in the student's record log.

12. The District will comply with an *ex parte* order requiring it to permit the U.S. Attorney General or designee to have access to a student's school records without notice to or consent of the student's parent(s)/guardian(s).
13. The District may charge a fee for copying information in the student's records. No parent or student shall be precluded from copying information because of financial hardship. See Policy 4260 for information regarding the District copy fee schedule.
14. A log of all releases of information from student records, including all instances of access granted, whether or not records were copied, shall be kept and maintained as part of such records. This log shall be maintained for the life of the student record and shall be accessible only to the parent or eligible student, records custodian, or other such person. The log of release shall include:
  - A. Information released or made accessible;
  - B. The name and signature of the records custodian;
  - C. The name and position of the person requesting the release or access;
  - D. The legitimate interests the parties had in requesting or obtaining the information;
  - E. The date of the release or grant of access;
  - F. A copy of any consent to such release; and
  - G. Any additional information required by state or federal law.

### Directory Information

The District may release certain directory information regarding students, except that parents may prohibit such a release. Directory information shall be limited to:

1. Name;
2. Address;
3. Gender;
4. Grade level;
5. Birth date and place;
6. ~~Photograph;~~
7. Parents'/guardians' names and addresses;
8. Academic awards, degrees, and honors;
9. Information in relation to school-sponsored activities, organizations, and athletics;
10. Major field of study; and
11. Period of attendance in school.
12. A student's image (photo or video) solely for the purpose of publication or recognition of a student's honors, awards, or achievements or for any District informational or promotional use on its social media or other publications, or for any yearbook.

The notification to parents and students concerning school records will inform them of their right to object to the release of directory information.

#### Military Recruiters/Institutions of Higher Education

Pursuant to federal law, the District is required to release the names, addresses, and telephone numbers of all high school students to military recruiters and institutions of higher education upon request. The notification to parents and students concerning school records will inform them of their right to object to the release of this information.

#### Student Record Challenges

The parents may challenge the accuracy, relevancy, or propriety of the records, except for grades, and references to expulsions or out-of-school suspensions, if the challenge is made when the student's school records are being forwarded to another school. They have the right to request a hearing at which each party has:

1. The right to present evidence and to call witnesses;
2. The right to cross-examine witnesses;
3. The right to counsel;
4. The right to a written statement of any decision and the reasons therefore; and
5. The right to appeal an adverse decision to an administrative tribunal or official, to be established or designated by the State Board.

The parents may insert a written statement of reasonable length describing their position on disputed information. The school will include a statement in any release of the information in dispute.



<b>Cross References:</b>	3575 Student Data Privacy and Security
	4260 Records Available to Public

#### Procedure History

**ADOPTED:** 8/11/14

ISBA

**REVISED:** 1/11/16

4/12/21

**Notification to Parents and Students of Rights Concerning a Student's School Records**

The District will maintain a file record for each student enrolled in the district. Student records shall include the following information as applicable and if the district has created or received such information. Items 1-7 must be included in the student record: ~~that shall contain information, including but not limited to the following:~~

1. Birth certificate
2. Proof of residency
3. Unique student identifier
4. Basic identifying information
5. Academic transcripts  
~~attendance record~~
6. Immunization records, including exemption documentation
7. Attendance record
8. Intelligence and aptitude scores
9. Psychological reports
10. Achievement test results
11. Participation in extracurricular activities
12. Honors and awards
- ~~13. teacher anecdotal records~~
14. Special education files-records (maintained pursuant to IDEA requirements)
15. Verified reports or information from non-educational persons
16. Verified information of clear relevance to the student's education
17. ~~information~~ Log pertaining to release of ~~this~~ these records
18. Disciplinary information

**Family Educational Rights and Privacy Act (FERPA)**

The Family Educational Rights and Privacy Act (FERPA) affords parents/guardians and students over eighteen (18) years of age ("eligible students") certain rights with respect to the student's education records. They are:

1. **The right to inspect and copy the student's education records within a reasonable time from the day the District receives a request for access.**

Students less than eighteen (18) years of age have the right to inspect and copy their permanent record. Parents/guardians or students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent(s)/guardian(s) or eligible student of the time and place where the records may be inspected.

The District charges a nominal fee for copying, but no one will be denied their right to copies of their records for inability to pay this cost.

The rights contained in this section are denied to any person against whom an order of protection has been entered concerning a student.

When the student reaches eighteen (18) years of age, or is attending an institution of post-secondary education, all rights and privileges accorded to the parent become exclusively those of the student.

2. **The right to request an amendment of the student's education records that the parent(s)/guardian(s) or eligible student believes is inaccurate, misleading, irrelevant, or improper.**

Parents/guardians or eligible students may ask the District to amend a record that they believe is inaccurate, misleading, irrelevant, or improper. They should write the school principal or records custodian, clearly identifying the part of the record they want changed, and specify the reason.

If the District decides not to amend the record as requested by the parent(s)/guardian(s) or eligible student, the District will notify the parent(s)/guardian(s) or eligible student of the decision and advise him or her of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent(s)/guardian(s) or eligible student when notified of the right to a hearing.

3. **The right to permit disclosure of personally identifiable information contained in the student's education records, except to the extent that FERPA or state law authorizes disclosure without consent.**

Disclosure is permitted without consent to school officials with legitimate educational or administrative interests. A school official is a person employed by the District as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the Board; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent(s)/guardian(s) or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the District discloses education records without consent to officials of another school district in which a student has enrolled or intends to enroll, as well as to any person as specifically required by state or federal law. Before information is released to individuals described in this paragraph, the parent(s)/guardian(s) will receive written notice of the nature and substance of the information and an opportunity to inspect, copy, and challenge such records. The right to challenge school student records does not apply to: (1) academic grades of their child, and (2) references to expulsions or out-of-school suspensions, if the challenge is made at the time the student's school student records are forwarded to another school to which the student is transferring.

Disclosure is also permitted without consent to: any person for research, statistical reporting or planning, provided that no student or parent(s)/guardian(s) can be identified; any person named in a court order; and appropriate persons if the knowledge of such information is necessary to protect the health or safety of the student or other persons.

4. **The right to a copy of any school student record proposed to be destroyed or deleted.**
5. **The right to prohibit the release of directory information concerning the parent's/guardian's child.**

Throughout the school year, the District may release directory information regarding students, limited to:

1. name
2. address
3. ~~photograph~~
4. gender
5. grade level
6. birth date and place
7. parents'/guardians' names and addresses
8. academic awards, degrees, and honors
9. information in relation to school-sponsored activities, organizations, and athletics
10. major field of study
11. period of attendance in school
12. a student's image (photo or video) solely for the purpose of publication or recognition of a student's honors, awards, or achievement or for any District informational or promotional use on its social media or other publications, or for any yearbook.

*Any parent(s)/guardian(s) or eligible student may prohibit the release of any or all of the above information by delivering a written objection to the Twin Falls School District administrative office within thirty (30) days of the date of this notice. No directory information will be released within this time period, unless the parent(s)/guardian(s) or eligible student is specifically informed otherwise.*

6. **The right to request that student directory information not be released to military recruiters and/or institutions of higher education.**

Pursuant to federal law, the District is required to release the names, addresses, and telephone numbers of all high school students to military recruiters and institutions of higher education upon request.

Parent(s)/guardian(s) or eligible students may request that the District not release this information, and the District will comply with the request.

7. **The right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA.**

The name and address of the office that administers FERPA is:

~~Family Policy Compliance Office~~

U.S. Department of Education

Student Privacy Policy Office

400 Maryland Avenue, SW

Washington, DC 20202-4605



Policy History:

**ADOPTED:** 12/9/13

ISBA

**REVISED:** 10/12/15

**Uniform Grievance Report Form**

(Please keep your presentation to one sheet. Thank you.)

*If the complaint pertains to sexual harassment or sexual misconduct, the concern should be remanded to the Title IX Coordinator to address in accordance with Policy 3085.*

Name: \_\_\_\_\_ Date \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Subject: \_\_\_\_\_

Please identify the right guaranteed by the state or federal constitution, state or federal statute, or Board policy you believe has been violated. If this was an instance of sexual harassment, please report the issue as described in Policy 3085 and Procedure 3085P Problem: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Examples that validate the problem: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Results: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Suggested Solutions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Response to Concern**

*If the complaint pertains to sexual harassment or sexual misconduct, the concern should be remanded to the Title IX Coordinator to address in accordance with Policy 3085.*

Person Responding \_\_\_\_\_ Response Date \_\_\_\_\_

Method used to communicate response: \_\_\_\_\_

Actions taken to investigate concern: \_\_\_\_\_

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People contacted in gathering information upon which to make decision: \_\_\_\_\_

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Findings of investigation: \_\_\_\_\_

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Decision: \_\_\_\_\_

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Results of communicating the decision: \_\_\_\_\_

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\_\_\_\_\_  
Signature

One of the Board's personnel goals is to recruit, select and employ the best qualified personnel to staff the schools within the District. As such, retired employees who leave the District in good standing may be re-employed as a "Return to Work" employee according to the following guidelines:

1. The District may employ certificated teachers and administrators who are receiving retirement benefits from the public employee retirement system of Idaho (PERSI) for positions requiring such certification provided such individuals were not promised "rehire" by the District before their retirement was in effect. Said employees are hereinafter referred to as "retiree" or "retirees."
  - a. These employees shall be employed on a Standard Retired Teacher Contract or Standard Retired Administrator Contract form that has been approved by the State Superintendent of Public Instruction and which expires at the end of every school year.
2. Any employment contract between the District and retirees shall be separate and apart from the collective bargaining agreement or master agreement between the District and the local teachers association.
3. Retirees employed consistent with this policy and state law shall accrue one (1) day per month of sick leave. No annual sick leave shall be accumulated unless additional sick leave has been negotiated between each individual retiree and the District at the time of employment. Sick leave accrued by a retired employee under Idaho Code § 33-1004H does not qualify for unused sick leave benefits under Idaho Code § 33-1228.
4. The District will provide health insurance / life insurance benefits for retirees hired consistent with this policy.
5. The District shall not employ certificated teachers and administrators who receive or received benefits under the previously existing early retirement program provided in now repealed Idaho Code 33-1004G.
6. Retirees who qualify to be rehired are those who: A) have reached the Rule of 90; B) are not participating in the early retirement program; ~~and~~ C) are retired on or after 620 years of age; D) have never received a "promise of rehire" before their retirement date; ~~and~~ E) have received at least one payment from their PERSI retirement account; and F) meet all conditions and requirements of PERSI to qualify for this program, as such may change from time to time.
- ~~7. Employees hired pursuant to this policy and who are assigned to work in a specific district building will only be hired and placed into the building upon the approval and consent of the building principal as per Idaho Code 33-523.~~

Any year in which a retired teacher or administrator is hired, the Superintendent shall sign a form to be retained by the District in the employee's personnel file attesting that:

- A. Any retired teachers or administrators have been employed using the standard retired teacher or retired administrator contract, as appropriate;
- B. The length of any such contract is one year; and
- C. Rehire was not agreed to between the teacher or administrator and the district prior to retirement.



**Legal References:** I.C. § 33-1004G ? (Now repealed)  
I.C. § 33-1004H Employing Retired Teachers and Administrators  
I.C. § 33-523 Principals to Determine new Staffing  
I.C. § 33-513 Professional Personnel  
I.C. § 33-1228 Severance Allowance at Retirement  
I.C. § 59-1356 Reemployment of Retired Members

**Cross Reference:** 5100 Hiring Process and Criteria

Policy History

**ADOPTED:** 8/11/14

ISBA

**REVISED:** 11/11/19

For all contracts the District enters into after July 1, 2021 to acquire or dispose of services, supplies, information technology, or construction:

1. For greater than \$100,000; and
2. With a company that employs ten or more people

the District shall include the following written certification in such contract:

Section 67-2346, Idaho Code, prohibits the {{District\_Name}} from contracting with any company (of more than ten employees) that engages in a boycott of Israel. Per Section 67-2346, such a boycott means ‘engaging in refusals to deal, terminating business activities, or other actions that are intended to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the state of Israel or territories under its control, or persons or entities doing business in the state of Israel or territories under its control.’ By entering into this agreement, we acknowledge that we do not currently engage in – and will not engage in during the duration of this contract – a boycott against the State of Israel or its territories.”

If, subsequent to July 1, 2021 the District has entered or enters into a contract that does not include the required certification, the District has a period of 90 days from discovery of this status to obtain the required certification. If the District fails to obtain such certification within the 90 day period, as a matter of law the contract is declared void.

For all contracts entered into by the District prior to July 1, 2021, that do not contain the required certification, the District shall not renew such contract without inclusion of the required certification.



Legal Reference: I.C. § 67-2346 Anti-Boycott Against Israel Act

**Policy History:**

Adopted on:

Revised on:

Reviewed on:

**Twin Falls and Canyon Ridge H.S.  
Graduation Requirements**

<b>Content Area</b>	
Core of Instruction	<b>36 credits (minimum)</b>
Electives	<b>16 credits (minimum)</b>
Total Credits	<b>52 credits (minimum)</b>
Language Arts ( <i>English – 8 credits and Speech – 1 credit</i> )	<p><b>9 credits</b></p> <ul style="list-style-type: none"> <li>• Classes must be taken over 4 years and must include: <ul style="list-style-type: none"> <li>○ English 9/Honors English 9 - 2 credits</li> <li>○ English 10/Honors English 10 – 2 credits</li> <li>○ English 11/Advanced Placement English 11 – 2 credits</li> <li>○ English 12/ Advanced Placement English 12 – 2 credits</li> <li>○ Speech – 1 credit</li> </ul> </li> </ul>
Mathematics	<p><b>6 credits</b></p> <ul style="list-style-type: none"> <li>• Algebra I (or meets Algebra I standards) – 2 credits AND</li> <li>• Geometry (or meets Geometry standards) – 2 credits OR</li> <li>• Integrated Math I – 2 credits AND</li> <li>• Integrated Math II – 2 credits <i>The combination of Integrated Math I and II meet the standards of Algebra and Geometry</i></li> <li>• Secondary Mathematics of the student's choice – 2 credits</li> <li>• 2 credits must be taken in the last year of high school in which the student intends to graduate unless the student has: <ol style="list-style-type: none"> <li>1. Earned 8 or more high school credits of mathematics that include Algebra II or higher level of mathematics before their senior year; and</li> <li>2. Has completed 6 or more high school math credits prior to the fall of their last year of high school, including 2 semesters of an Advanced Placement or dual credit Calculus or higher level course</li> </ol> </li> </ul> <p>For the purposes of this procedure, the last year of high school shall include the summer preceding the fall start of classes. High school math credits completed in middle school shall count for the purposes of this section.</p> <ul style="list-style-type: none"> <li>• Students who return to school during the summer or the following fall of the next year for less than a full schedule of courses due to failing to pass a course other than math are not required to retake a math course as long as they have earned six credits of high school level mathematics.</li> <li>• Dual credit engineering and computer science courses aligned to the state standards for grades 9 through 12, including AP</li> </ul>

	<p>Computer Science and dual credit computer Science courses may be counted as a mathematics credit if the student has completed Algebra II (or equivalent integrated mathematics) standards.</p> <p><i>*Students who choose to take Computer Science and Dual Credit Engineering may not concurrently count such courses as both a mathematics and science credit</i></p>
Science	<p><b>6 credits</b></p> <ul style="list-style-type: none"> <li>● 4 credits shall be laboratory sciences</li> </ul>
<p>Social Studies</p> <p><i>(Must include U.S. History – 4 credits, and American Government – 2 credits)</i></p>	<p><b>7 credits</b></p> <ul style="list-style-type: none"> <li>● Students must pass the U.S. citizenship test</li> <li>● History (9<sup>th</sup> grade) – 1 credit</li> <li>● U.S. History (10<sup>th</sup> grade) – 2 credits</li> <li>● U.S. History/Advanced Placement U.S. History (11<sup>th</sup> grade) 2 credits</li> <li>● American Government/ Advanced Placement American Government (12<sup>th</sup> grade) 2 credits</li> </ul>
Marketing Economics/Macro Economics	<p><b>1 credit</b></p>
<p>Humanities</p> <p><i>(Interdisciplinary Humanities, Fine Arts or Foreign Language)</i></p>	<p><b>2 credits</b></p> <ul style="list-style-type: none"> <li>● 2 consecutive years of world language are encouraged</li> <li>● The following courses will satisfy the two (2) humanities credits: 2D &amp; 3D Design, Pottery I II &amp; III, Digital Imaging, Bella Voce, Concert Choir, Chamber Singers, Symphony Band, Orchestra, World Language, Creative Writing I &amp; II, Drawing &amp; Painting I, II, III, and IV, Studio Art III and IV, Digital Art and Design I, II, III, and IV, Wind Ensemble, Varsity Band, Theater I, II, and III, Studio V, Production and Design.</li> </ul>
Computer Courses	<p><b>2 Credits</b></p> <ul style="list-style-type: none"> <li>● Beginning Office (or meets the Beginning Office standards) 1 credit</li> <li>● The second credit may be earned from a list of courses determined by the principals and department leaders. The list of courses will be published each year in the registration handbook.</li> </ul>
Health and PE	<p><b>3 credits</b></p> <ul style="list-style-type: none"> <li>● Health – 1 credit</li> <li>● Each student shall receive a minimum of one (1) class period on psychomotor cardiopulmonary resuscitation (CPR) training as outlined in the American Heart Association (AHA) Guidelines for CPR to include the proper utilization of an automatic external defibrillator (AED) as part of the Health course.</li> <li>● PE – 2 credits</li> <li>● One PE credit must be in 10<sup>th</sup>, 11<sup>th</sup>, or 12<sup>th</sup> grade</li> <li>● Students participating in one (1) season in any sport recognized by the Idaho High School Activities Association or club sport recognized by the local school district, or 18 weeks of a sport recognized by the local school district may choose to substitute participation up to one (1) credit of physical education.</li> </ul>

Electives	<b>16 credits</b> 9 <sup>th</sup> grade transitions course (may be listed as different names at each high school) – 2 credits
Postsecondary Readiness Plan	4-Year Learning Plan This should typically be completed by the end of 8 <sup>th</sup> grade
Senior Project	Required to include an oral presentation and written report by the end of grade 12.
College Entrance Exam	Take either the ACT or SAT by the end of grade 11.
ISAT	Pass the ISAT with a score of Proficient or Advanced in Reading, Math, and Language Usage.

### Magic Valley H.S. Graduation Requirements

Content Area	
Core of Instruction	<b>29 credits (minimum)</b>
Electives	<b>17 credits (minimum)</b>
Total Credits	<b>46 credits (minimum)</b>
Language Arts ( <i>English – 8 credits and Speech – 1 credit</i> )	<b>9 credits</b> (Speech credit can be obtained through other courses that meet the state speech requirement as approved by the local district.)
Mathematics	<b>6 credits</b> Including courses that meet Algebra I and Geometry standards; 2 credits must be taken in last year of high school.
Science	<b>6 credits</b> (4 laboratory sciences)
Social Studies ( <i>US History, Economics and American Government</i> )	<b>5 credits</b> Students must pass the U.S. citizenship test.
Humanities ( <i>Interdisciplinary Humanities, Fine Arts or Foreign Language</i> )	<b>2 credits</b>
Health and PE	<b>1 credit of Health</b>
Postsecondary Readiness Plan	4-Year Learning Plan This should typically be completed by the end of 8 <sup>th</sup> grade
Senior Project	Required to include an oral presentation and written report by the end of grade 12.
College Entrance Exam	Take either the ACT or SAT by the end of grade 11.
ISAT	Pass the ISAT with a score of Proficient or Advanced in Reading, Math, and Language Usage.

#### Credits Obtained by Demonstrating Mastery

Students may achieve credits by demonstrating mastery of a subject's content standards as defined and approved by the District.

The Superintendent or designee will appoint a committee to develop a process whereby students may be awarded credit upon having demonstrated mastery of a subject's content standards.

### Course Load

All students will be required to register for a full course load per semester to be eligible for a diploma.

In hardship cases, a parent/guardian may petition the Board or designee, through the high school principal, to allow his/her son/daughter to take less than the required number of classes during any given semester.

### Middle School Credit

In instances where students take required high school courses in middle school, credit will be awarded for those courses per Policy 2607.

### College Entrance Examination

A student must take one of the following college entrance or placement examinations before the end of the student's eleventh-grade year: ACT or SAT.

A student may elect an exemption in their eleventh grade year from the college entrance exam requirement if the student is:

1. Enrolled in a special education program and has an Individual Education Plan that specifies accommodations not allowed for a reportable score on the approved tests; or
2. Enrolled in a Limited English Proficient program for three (3) academic years or less; or
3. Enrolled for the first time in grade twelve (12) at an Idaho high school after the spring statewide administration of the college entrance exam; or
4. Receiving special education services through a current Individualized Education Plan (IEP), in which case the student may utilize an alternate placement exam in lieu of the SAT or ACT.

Students who miss the statewide administration of the college exam during their eleventh (11<sup>th</sup>) grade year may instead take the examination during their twelfth (12<sup>th</sup>) grade year if they:

1. Transferred to an Idaho school district during their eleventh (11<sup>th</sup>) grade year; or
2. Were homeschooled during their eleventh (11<sup>th</sup>) grade year; or
3. Missed the spring statewide administration of the college entrance exam for a documented medical reason.

### Senior Project

A student shall complete a senior project that includes a research paper and oral presentation by the end of grade twelve (12). Senior projects may be multi-year projects, group or individual projects, or approved pre-internship or school to work internship programs at the discretion of the District. The project must include elements of research, development of a thesis using experiential learning or integrated project based learning experiences, and a presentation of the outcome. **Additional requirements for the senior project are the discretion of the District.**

As detailed in the Senior Project Guidelines, Completion of a postsecondary certificate or degree at the time of high school graduation or an approved pre-internship or internship program may be used to satisfy this requirement.

### Idaho Standards Achievement Test (ISAT)

Students must take the Idaho Standards Achievement Test (ISAT) during a student's 10<sup>th</sup> grade year and (starting with the class of 2024) receive a proficient score as defined by Idaho Standards Achievement Test's Achievement Level Descriptors in Reading, Math, and Language Usage.

If the student does not attain the required score during their 10<sup>th</sup> grade year, they will take the Idaho Standards Achievement Test (ISAT) in their 11<sup>th</sup> grade year and must receive the proficient score, as defined above unless the student is exempt under the following conditions:

1. The student has an Individualized Education Program (IEP) that outlines alternate requirements for graduation or adaptations are recommended on the test; or
2. The student is considered an Limited English Proficiency (LEP) student through a score determined on a language proficiency test and has been in an LEP program for three (3) academic years or less; or
3. The student received a proficient or advanced score on an exit exam from another state that requires a standards-based exam for graduation. Such state exit exams must be approved by the state board of education, measure skills at the tenth grade level or above, and be in comparable subject areas to the ISAT; or
4. Upon appeal to the board of trustees for an alternate measure(s) to demonstrate proficiency, the student successfully met the criteria established by the board of trustees.

Before appealing to the District for an alternate measure, the student must be:

1. Enrolled in a special education program and have an IEP, or
2. Enrolled in an LEP program for three (3) academic years or less, or
3. Currently enrolled in the fall semester of the senior year or later.

The alternative must contain multiple measures of student achievement.

1. The alternative must be aligned, at a minimum, to tenth grade state content standards for the subject matter in question.
2. The alternative must be valid and reliable.

3. At least ninety percent (90%) of the criteria of the alternative, or combination of measures, must be based on academic proficiency and performance.

### Civics Test

All secondary students must successfully pass the civics test or alternate path. "Civics Test" as used herein means the 100 questions used by officers of the United States citizenship and immigration services as a basis for selecting the questions posed to applicants for naturalization.

The District will determine the method and manner in which to administer the civics test. A student may take the civics test, in whole or in part, at any time after enrolling in grade 7 and may repeat the test as often as necessary to pass the test. The District will document on the student's transcript that the student has passed the civics test.

The applicability of this requirement for students who receive special education services will be governed by the student's Individualized Education Plan.

### Waiver of Requirement

Graduation requirements generally will not be waived under any circumstances. However, in rare and unique hardship circumstances, the Principal may recommend and the Superintendent may approve minor deviations from the graduation requirements.

### Credit Calculation

Credits toward graduation requirements cannot be counted more than once for meeting the minimum requirements.

### Alternative Programs

Credits received from an accredited secondary school, an accredited correspondence course institution, or accredited post-secondary institution will be accepted towards fulfillment of Twin Falls School District graduation requirements. A maximum of six (6) credits from an accredited correspondence course used to meet elective credit requirements and/or for credit retrieval may be applied towards fulfillment of the Twin Falls School District graduation requirements.

Credit toward graduation requirements may be granted for planned learning experiences from accredited programs, such as summer school, university courses, correspondence courses, and online/virtual courses.

Credit for work experience may be offered when the work program is a part of and supervised by the school.

All classes attempted at District high schools and all acceptable transfer credits shall be recorded on the transcript. All grades earned, including failures and retakes, shall be recorded as such and

utilized in the calculation of Grade Point Average (GPA) and class rank. Credit shall be awarded only once regardless of repetition of the course.

### Class Rank (Grade Point Average)

Class Rank is compiled from semester grades as generated by PowerSchool.

### Early Graduation or Flexible Schedule

A student may, at the student's option and upon notification to the student's school, be relieved from completing their remaining high school graduation requirements and apply for a flexible schedule or graduate early if the student:

1. Is at least 16 years of age;
2. Maintains a cumulative 3.5 grade point average;
3. Obtains permission from a parent/guardian, if under the age of 18;
4. Achieves a college and career readiness score as defined by the State Board of Education;
5. Files the following with school:
  - A. Notification of their intent to take a flexible schedule OR graduate early;
  - B. The student's participation portfolio defined in Idaho Code 33-6101 consisting of a description of a student's nonacademic and cocurricular activities including, but not limited to, student government, sports, music ensembles, theater, clubs, organizations, work, internships, and volunteering. A participation portfolio should also include any leadership positions a student holds in nonacademic activities; and
  - C. An essay of at least one page explaining why the student wishes to have a flexible schedule which must include the future plans using the flexible schedule OR early graduation;
6. Completes the following:
  - A. The required civics test;
  - B. The economics credit, government credits, and senior project required to graduate. A student's senior project may describe the student's experience in achieving a college and career readiness score and a detailed explanation of the student's future plan.

Students eligible for a flexible schedule may be relieved from high school graduation requirements in order to:

1. Take elective courses, career technical education programs, or courses selected by the student which are available within the District;
2. Participate in apprenticeships or internships;
3. Act as a tutor at any grade level; or
4. Engage in such other activities identified by the Board.

The building administrator will approve or deny the student's flexible schedule. A student who is granted a flexible schedule must adhere to the plan submitted to the school as a part of their eligibility. Students who are under 18 may modify their plan with the approval of the student's parent/guardian.

A student who completes all of the graduation requirements set forth by the District and the State Department of Education prior to the completion of eight semesters of school attendance in grades 9-12 may petition the Superintendent and the Board for early graduation by submitting an "Early Graduation Application Form" to the Superintendent through the building principal. The Superintendent shall submit the application to the Board for endorsement and approval at the end of the quarter preceding the requested graduation date.

Senior students who will complete all required credits and elective requirements have the option to request to graduate mid-term of their senior year. The student must complete an "Early Graduation Application Form" no later than three months in advance of their intended graduation date, which allows time for the application to be presented to the Board. Students who choose the mid-term graduation option may participate in all graduation activities and will receive their diploma at the same time as regularly enrolled students

The Superintendent is authorized to create any procedures necessary to assist students to achieve early graduation or flexible schedule as well as create incentives for participation in any early graduation program. Students who opt for a flexible schedule may apply for Advanced Opportunities funding. Existing programs providing incentives to complete coursework early are described in Policy 2435 Advanced Opportunities.

#### Failure to Complete

If a student fails a class required by the Twin Falls School District and/or the State Board of Education, the student must repeat the class successfully before credit will be granted.

At the beginning of a senior student's second semester, if he/she lacks sufficient credits to graduate with his/her class, the student and/or parent should be informed in writing. The administration should attempt to supply this notification within 30 days following the end of the first semester of the student's senior year.

Students who do not meet the necessary requirements for graduation may return to their respective high school and enroll only in the classes that they need to graduate.



<b>Cross Reference:</b>	2435	Advanced Opportunities
	2607	Awarding High School Credit for Courses Taken Before Ninth Grade
	2710	High School Graduation Requirement – Alternative

**Legal Reference:** I.C. § 33 4601, *et seq.* Advanced Opportunities

§ 33-6101 Opportunities for College and Career Ready Students

IDAPA 08.02.01.350 Early Graduation

IDAPA 08.02.03.105 High School Graduation Requirements

IDAPA 08.02.03.107 Middle Level Credit System

Procedure History

**ADOPTED:** 8/11/14

TFSD & ISBA

**REVISED:** 3/14/16

9/12/16

7/25/18

5/13/19

3/9/20

7/13/20

7/12/21



**Twin Falls School District #411**  
**Computing Device and Network Acceptable Use Agreement**

**2960F1**

School district computing device and network users are expected to act in a responsible, ethical, and legal manner, in accordance with district policy and the laws of the State of Idaho and the United States. The devices and network are provided to further the district's stated educational goals, and they are to be used by authorized individuals only. Individuals using these systems are subject to having all activities monitored by IT or other security personnel. Anyone using these systems expressly consents to such monitoring.

It is possible for all users of the internet, including your child, to access information that is not intended for minors. Although the district has taken reasonable steps to ensure that the internet connection is used only for purposes consistent with the curriculum and that inappropriate sites as defined by the Children's Internet Protection Act (CIPA) are filtered, the district or school cannot entirely prevent the availability of inappropriate material on the internet. Further, it is possible that a determined user may make use of computing devices or network resources for inappropriate purposes. Deliberate misuse of the computing devices, the network, or the internet may result in disciplinary action as outlined in the Computing Device and Network Acceptable Use Policy.

Curriculum for students will include instruction on internet safety topics, including appropriate online social interaction. ~~I understand that my child is~~ Students are expected to use good judgment and follow the guidelines of the Computing Device and Network Acceptable Use Policy.

With school administration and teacher approval, your child may be allowed to use, but will not be required to use, his or her own electronic devices during class time for educational purposes. The school district cannot be responsible for the content accessed via a student's own voice, messaging, or data services. The district will not pay for or reimburse for any voice, messaging, or data charges incurred by a student's use of his or her own device. The school district does not assume liability in the event of lost, stolen, or damaged devices.

*Please Check One*

☐ Yes, my child may use his or her own electronic devices at school.

☐ No, my child may not use his or her own electronic devices at school.

I have discussed the information contained in the Computing Device and Network Acceptable Use Policy with my child. Should my child breach the policy guidelines, I understand that my child may lose privileges relating to the use of computing devices and the internet or be subject to other disciplinary action. I agree to indemnify and hold harmless the school district, the trustees, administrators, teachers and other staff against all claims, damages, losses, and costs, of whatever kind, that may result from my child's use of his or her access to such networks or his or her violation of district policy. Further, I accept full responsibility for supervision of my child's use of his or her access user accounts and the use of district-owned devices if and when such use is not in the school setting. I give my child permission to use district provided user accounts to access the district's computer data network and the internet and internet sites.

\_\_\_\_\_  
Parent or Guardian Name (please print)

\_\_\_\_\_  
Student Name (please print)

\_\_\_\_\_  
Parent or Guardian Signature

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



This agreement is required for students who are individually assigned district-owned computing devices.

This agreement is valid for the 20xx-20xx school year.

Every student, regardless of age, must read and sign below:

### STUDENT

- I have read understand and agree to abide by the terms of the Computing Device and Network Acceptable Use Policy regarding district provided computing devices. Should any policy violation or misuse of the district-owned device occur while it is in my custody, I understand and agree that I may lose the privilege of taking it home, and will forfeit any fees paid for use of the device, regardless of whether the misuse was committed by me or another person. the device out of the classroom, may lose access to it entirely, or may face other disciplinary action.
- I accept full responsibility for the safe and secure handling and safeguarding of the district-owned device for the school year listed above. I accept full responsibility for the proper use and safeguarding of the device under all applicable policies. I understand that it is my responsibility to immediately report any damage, theft, or problems with the device to a teacher or school administrator or IT personnel.

User's Student First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

User's Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Physical Address (Street, City, Zip Code): \_\_\_\_\_

Status: ☐ I am 18 or older ☐ I am under 18

If I am signing this policy when I am under 18, I understand that when I turn 18, this policy will continue to be in full force and effect and agree to abide by this policy.

### PARENT/LEGAL GUARDIAN

If the student applicant is under 18 years of age, a parent or other legal guardian must also read and sign this agreement complete the section below.

- As the parent/guardian of the above student, I understand my child's responsibility in the use and care of the device and my financial responsibility in the event my child loses the device or is found to be the cause of deliberate or negligent damage to it. I understand that if he/she is found to be responsible for deliberate or negligent damage or for the loss of the device, I will be financially responsible for reasonable repair or replacement costs. I have read the Computing Device and Network Acceptable Use Policy and explained it to my child. I understand that If any policy violation or misuse of a district-owned device occurs while it is in my child's custody, I understand that his/her my child's access privileges to the internet or use of a mobile computing device can may be limited, suspended, or terminated that he/she will forfeit any fees paid for use of the device, and that my child may face other disciplinary action regardless of whether the misuse was committed by him/her or another person.

- I understand that my child is responsible for the secure handling and safeguarding of the district-owned device. I understand that if my child is found to have deliberately or negligently damaged or lost the device, I will be financially responsible for reasonable repair or replacement costs.
- I understand that I will be responsible for monitoring my child's use of the device outside the school setting.

**Please Check One**

☐

My child is allowed to take assigned district-owned devices off the school campus.

**OR**

☐

I do not wish want my child son/daughter to take assigned devices home at this time off the school campus.

Parent/Legal Guardian Full Name (print): \_\_\_\_\_ Home Phone: \_\_\_\_\_

Parent/Legal Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Physical Address (Street, City, Zip Code): \_\_\_\_\_

Leave that qualifies as sick leave is:

- 1) Absence caused by illness, injury, surgery, maternity, paternity, adoption, quarantine, or disability.
- 2) Absence prescribed by a physician for medical or diagnostic examinations or tests.
- 3) Absence due to death in the immediate family (limited to seven days), when not taken as bereavement leave. The term immediate family will be interpreted as child, spouse, significant other, parents, parents-in-law, siblings, grandparents, and grandchildren. (See Policy 5900, CBA, for bereavement leave for certified employees; Policy 5404 for bereavement leave for non-certified employees)
- 4) Absences not listed above caused by mental health issues that render the employee incapable of carrying out their duties.
- 5) The superintendent may make judgments in favor of or denial of the use of sick leave by a district employee due to the illness of a loved one whose relationship is not covered by this exact policy language.

### Sick Leave Banks

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

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

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

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

The ASLB is as follows:

- 1) Each administrative employee of the District may participate in the ASLB. A minimum initial contribution of two sick leave days prior to November 1 will be required to become a Sick Leave Bank member. A threshold of 50 days will be established in the Sick Leave Bank. When the total days available in the Sick Leave Bank falls below 50 the Sick Leave Bank Committee will equally assess each member additional days required to reestablish the 50-day threshold.

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

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

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

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

ASLBC will calculate the 12-month period immediately preceding the commencement of the leave as the 12-month period measured forward from the date the employee first takes sick leave bank days. If the administrator does not use all of the days granted by the ASLBC, the unused sick leave days will be returned to the Bank.

The Non-Certified Sick Leave Bank is as follows:

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

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

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

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

- 3) Application for use of the NCSLB will be made to the NCLSB Committee (NCLSBC), consisting of two administrators and two employees appointed by the superintendent. The Committee will review requests and determine employee eligibility. If the Committee deems necessary, proof of illness may be required at the time of application and periodically during the granted period.
- 4) The NCSLBC will have the authority to establish operational procedures necessary to implement this program. After complete review of the application, the Committee will have the authority to make final decisions as to the disposition of the request within the parameters of the operational procedures.
- 5) The maximum number of days that may be granted for an employee's major medical

illness or injury in any one 12-month period will not exceed 60 days. The maximum number of days which may be granted in any 12-month period for immediate family members will be 30.

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

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

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



<b>Cross References:</b>	5900 Collective Bargaining Agreement
	5404 Bereavement Leave

Procedure History

**ADOPTED:**

EMT

**REVISED:** 10/8/12  
8/11/14  
6/13/16  
8/6/18  
9/9/19

School Spirit Rocks are a tradition on many Twin Falls School District campuses. These rocks are the property of the school and the school is ultimately responsible for the maintenance and condition of its property and has the full and exclusive right to decide what is on its property. The purpose of these rocks is to have an interactive, visible means of limited communications as detailed herein, for the school community. These rocks are solely meant as venues to build school spirit, congratulate or support students or student groups, and enhance the overall morale of the school community, consistent with the parameters of appropriate communications within the school's setting as detailed in the school's discipline policies and the policies cited within this policy. All individuals wishing to paint a school spirit rock shall adhere to the following guidelines.

**Content:**

Paintings must be in accordance with the ideals set forth in the Twin Falls School District #411 Policy manual, in particular, Policy 3200 Student Rights and Responsibilities and 4300 Conduct on School Property. Suggested paintings on the rocks include but are not limited to event announcements, words of support or encouragement, congratulations, and messages of general school spirit. Rock messages may not disrupt the educational environment, contain any obscene, discriminatory, and/or promote any illegal activities. All paintings should be school-related and should be kept in good taste.

The school reserves the right to paint over any message at any time and to discontinue this program at the school's exclusive option. Conduct in violation of District policies, or that promote discrimination, harassment, or other lawless action, may be grounds for disciplinary action.

**Timing:**

The District does not utilize a reservation system for the school spirit rocks, however, an individual school may implement such a program. When a reservation system is not utilized, individuals wishing to paint the spirit rock should do so only after school hours. In addition, those wishing to paint the spirit rocks should be cognizant of the last time the rock was painted and strive to wait at least 24 hours before repainting.

**Liability:**

The group or individual painting the school spirit rock assumes liability for any individual or member of the group or organization who may be injured and/or for actions associated with the

activity, including damage to clothing and personal property, and will hold harmless the school and the Twin Falls School District #411. The District will not provide paint or paint supplies.



**Cross Reference:** 3200 – Student Rights and Responsibilities  
4300 – Conduct on School Property

Policy History:

**ADOPTED:**

TFSD

**REVISED:**