

MEMORANDUM

To: Board of Trustees
Twin Falls School District 411
From: Eva Craner, Director of Public Relations
Re: Policy Updates
Date: Nov. 14, 2022

First Reading:

Administrative Updates:

- 1205 School Board Powers and Duties
- 3041F High School Attendance Contract – REMOVE
- 3381 Extra Curricular and Co-Curricular Participation Policy
- 9100 Use and Disposal of School Property

Second Reading:

ISBA Updates:

- 5105 Certified Personnel

Administrative Updates:

- 3507 Student Activities during Poor Air Quality, Lightning, and Severe Weather
- 5220 Assignments, Reassignments & Transfers
- 5350 Certified Personnel Resignations (Release of Contract) and Classified Personnel Resignations
- 5800 Classified Employment, Assignment & Grievance

The Board shall concern itself primarily with broad questions of policy rather than with administrative details. The application of policies is an administrative task to be performed by the Superintendent and District staff who shall be held responsible for the effective administration and supervision of the entire school system.

The Board, functioning within the framework of laws, court decisions, attorney generals' opinions, State Department of Education regulations and similar mandates from the state and national levels of government, and recognizing the authority of the state, fulfills its mission as the governing body of a political subdivision by acting as follows in the execution of its duties:

1. Enacts policy
2. Adopts courses of study and provides ~~instructional aides~~ curricular materials
3. Employs all staff members and fixes and prescribes their duties.
4. Approves the budget, financial reports, audits, major expenditures, payment of obligations and policies whereby the administration may formulate procedures, regulations, and other guides for the orderly accomplishment of business.
5. Approve the salary and wages for all district personnel.
6. Estimates and seeks to provide funds for the operation, support, maintenance, improvement and extension of the school system.
7. Provides for the planning, expansion, improvement, financing, construction, maintenance, use and disposition of physical plants of the school system.
8. Prescribes the minimum standards needed for the efficient operation and improvements of the school system.
9. Evaluates the educational program to determine the effectiveness with which the schools are achieving the educational purpose of the school system.
10. Requires the establishment and maintenance of records, accounts, archives, management methods and procedures considered essential to the efficient conduct of school business.
11. Provides for the dissemination of information relating to the schools necessary for creating a well-informed public.



Legal Reference: I.C. § 33-313 Trustee Zones
I.C. § 33-501 Board of Trustees
I.C. § 67-2341 Open Public Meetings – Definitions

Policy History

ADOPTED: 8/11/14

ISBA
REVISED:

High School Attendance Contract

Twin Falls School District

_____ has _____ absences in one or more of the classes listed below. A parent/guardian must be present with me at my Appeals Hearing on _____.

The Appeals Hearing will take place in the attendance office at _____.

From this date _____, **I understand I must not miss any more days in the classes that I have nine (9) or more absences in, unless they are excused by medical or court reasons.** All medical or court documents must be turned in to the Attendance Office immediately upon return. I understand that doctor's excuses are valid for appointment time and reasonable travel time to and from the appointment. I also understand that if I must stay home a whole day or for an extended period of time due to illness, etc., the doctor must sign the excuse for the whole day or days absent. This must be turned in to the Attendance Office within 48 hours of the absence.

- Failure to attend the Appeals Hearing (unless prior arrangements have been made) will automatically revoke the privilege of participation in the process and will result in denial of credit where absences exceed nine (9) days.
- I understand that I cannot go over nine (9) absences in any other classes or I may lose my credit in those classes also.
- I understand that this contract is binding for the remainder of the school year and that I may not schedule a second hearing.
- All absences and tardies start over at the beginning of each semester; however, this contract will remain in effect.

Class	Teacher	# of Absences
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____
6	_____	_____
7	_____	_____
8	_____	_____

If you have any questions, please contact the Attendance Coordinator at your child's school.

Date _____

Student Signature _____

Parent/Guardian Signature _____

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

Extracurricular, and co-curricular activities will be defined as: Activities sanctioned by the Idaho High School Activities Association (IHSAA) and their middle school counterparts. These activities include but are not limited to: Baseball, Basketball, Cross Country, Football, Golf, Soccer, Softball, Swimming, Tennis, Track & Field, Volleyball, Wrestling, Cheer, Dance, Music, Debate, Drama, and Speech.

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

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

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

Students must have parental permission to participate in extracurricular and cocurricular activities identified in this policy.

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

GENERAL REGULATIONS:

Participation Policies

Sportsmanship

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

Use of Equipment and Facilities

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

Participation Standards

Extracurricular/co-curricular activities will be open to all students (subject to tryouts, when applicable) and administered according to the following standards:

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

Academic Eligibility

To be academically eligible for extracurricular activities a student must:

- be designated a full-time student, including those eligible under TFSD Policy 3031;
- be on track to graduate based on the graduation requirements of the program in which they are enrolled; and
- have received passing grades and earned credits in the required number of courses in the previous semester.

Required number of passed courses in the previous semester:

- Students who were enrolled in 8 Credited Classes-Pass 6
- Students who were enrolled in 7 Credited Classes-Pass 5
- Students who were enrolled in 6 Credited Classes-Pass 5
- Students who were enrolled in 5 Credited Classes-Pass 4
- Students who were enrolled in 4 Credited Classes-Pass 4

Students are allowed to practice without meeting the "Academic Eligibility Requirements" but will not travel or participate in competition until becoming academically eligible.

Ongoing Academic Eligibility:

All coaches will be provided a weekly grade check from the Activities Director/Administration office on Monday or, in the case that Monday is a holiday, on the following school day.

Any extracurricular participant with an "F" in any class on the weekly grade check will receive a failing grade notice during school each Monday from the Activities Director/administration office encouraging the student to attend after-school tutoring. If the student has not received a failing grade notice in the previous week they will be placed on academic probation for one week. During the probation week, the student will be allowed to practice and participate in their activity.

If an extracurricular participant has an “F” in any class in two or more consecutive weekly grade checks, they are ineligible for that week. The student may practice but may not travel or participate in any events. The student will remain ineligible until all grades are passing.

In the event of circumstances beyond the student’s and/or teacher’s control (such as a student or teacher being absent) resulting in the student not having the opportunity to turn in work, do the make-up work, or take a test before the next competition – the student may get a waiver from the Principal, Athletic Director, or their designee. Extracurricular participants are responsible for their academics. This applies to all extracurricular programs as defined in this policy.

Activities directors and administration may temporarily waive ongoing academic eligibility requirements and consequences for students with a cumulative grade point average of 3.5 or above. However, in cases of persistent and prolonged academic struggles, no matter a student’s GPA, directors and administrators will hold the student to all of the expectations and consequences of the ongoing academic eligibility policy.

Activities Minimum GPA Requirements

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

Definitions:

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

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

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

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

High School grades will be pulled as follows:

Fall Activities:

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

Winter Activities:

- Check 2nd semester grades from previous year
- Check 2nd qtr. Mid-term (if applicable)
- Check 1st semester grades from current year
- Check 3rd qtr. Mid-term if needed

Spring Activities:

- Check 1st semester grades.
- Check third qtr. Report card
- Check 4th qtr. Mid-term

*Initial eligibility for participation in fall activities will be based on the student's semester GPA from the end of the previous semester (spring). Grades will be checked by the athletic director at the end of the 1st quarter midterm.

*Initial eligibility for participation in winter activities will be based on the student's semester GPA from the end of the previous semester (spring). Grades will also be checked by the athletic director at the end of the next grading period.

*Initial eligibility for participation in spring activities will be based on the student's semester GPA from the end of the 1st semester (fall). Grades will be also checked by the athletic director at the end of the next grading period.

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

Student athlete grades will be checked the Monday following the end of each midterm, quarter, and end of the first semester. Those will be the grades of record used for eligibility.

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

Definitions:

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

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

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

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

~~Eligibility for participation in Fall Activities will be determined by the student's previous semester grades. All students with an I, D, or an F will be placed on Academic Probation. Grades will be checked by coaches and Activities Director when tryouts begin, as well as weekly for three weeks after the first three weeks of the school year as follows:~~

Fall Activities:

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

~~Eligibility for participation in Winter Activities will be based on the student's 1st Quarter Grades (Wrestling and Girls Basketball) or 1st Semester Grades (Boys Basketball) at the start of the season. All students with an I, D, or an F will be placed on Academic Probation.~~

~~Grades will be checked by coaches and Activities Director when tryouts begin, as well as weekly for three weeks after the first three weeks of the season as follows:~~

~~Winter Activities: Girls Basketball and Wrestling (2nd quarter eligibility):~~

~~Check 1st Quarter Grades~~

~~Check 1: 3 weeks after start of season~~

~~Check 2: 4 weeks after start of season~~

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

~~Winter Activities: Boys Basketball (start of 2nd Semester)~~

~~Check 1st Semester Grades~~

~~Check 1: 3 weeks after start of season~~

~~Check 2: 4 weeks after start of season~~

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

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

~~Spring Activities: Track~~

~~Check 3rd Quarter Grades (previous quarter)~~

~~Check 1: 3 weeks after start of season~~

~~Check 2: 4 weeks after start of season~~

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

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

Other Participation Requirements

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

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

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

The following travel policy applies to extracurricular/co-curricular activities:

1. School District approved transportation must be used.
2. ~~Any out of state transportation must have prior approval by the School Board in accordance with District policy.~~
3. ~~In accordance to Idaho Code, at any time that School District approved transportation is being driven by a coach or other authorized individual, the driver must possess a valid Idaho Commercial Driver's License when the occupant load, including the driver, is 16 or more individuals.~~
4. Participants must travel together to and from contests away from their school in transportation provided by the school. The exceptions are:
 - a. Injury to a participant which would require alternate transportation.
 - b. Arrangements between the participant's parent/guardian and the coach for the student participant to be transported by his/her parent/guardian. See policy 3780.
 - c. Participants are *not* allowed to ride with friends or family members other than a parent or guardian.

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

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

School Attendance Requirements:

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

Drugs - Alcoholic Beverages - Tobacco Products:

Use or possession of alcoholic beverages, tobacco (including the types described in Policy 3305) and/or illicit drugs by activities program participants is prohibited. The consequences will apply as outlined in Policy 3321.

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

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

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



Cross Reference: 3031 Extracurricular Activities – Eligibility for Students Not Enrolled
for Academic Activities

3305 Prohibition of Tobacco Possession and Use

3321 Student Drug Alcohol and Tobacco Use

3780 Transportation to School Sponsored Events

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

Policy History

ADOPTED: 12/08/08

EMT

REVISED: 7/13/09

8/11/14

9/14/15

6/11/18

8/12/19

5/11/20

12/13/21

Conveyance of Property

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

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

Less than \$1,000: The Board may sell personal property, with an estimated value of less than \$1,000, without appraisal, by sealed bid or at public auction, provided that there has been not less than one published advertisement prior to the sale of said property. When the appraised value of the property is less than \$1,000, one single notice by publication shall be sufficient, and the property shall be sold by sealed bids or at public auction. The Board may accept the highest bid, may reject any bid, or reject all bids.

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

Donated Property

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

Exchange of Property

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

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

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

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

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

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

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

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



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

Legal Reference: 2 CFR § 200.313(e) Equipment. Disposal
2 CFR § 200.439(b)(2) Equipment and Other Capital Expenditures
I.C. § 33-402 Notice Requirements
I.C. § 33-601 Real and Personal Property – Acquisition, Use or Disposal of Same
I.C. § 67-2801, *et seq.* Purchasing by Political Subdivisions
I.C. § 74-107(3) Records Exempt from Disclosure – Trade Secrets, Production Records, Appraisals, Bids, Proprietary Information, Tax Commission, Unclaimed Property, Petroleum Clean Water Trust Fund

Policy History

ADOPTED: 08/11/14

ISBA

REVISED: 7/9/18
12/10/18
5/13/19
8/12/19

Definitions

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

Notice: This type of contract is specifically offered for the limited duration of the ensuing school year, and no further notice is required by the District to terminate the contract at the conclusion of the contract year.

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

Notice: These employees shall be provided a written statement of the reason for non-reemployment no later than July 1st. Category 2 Certified Employees are not entitled to a review of the reasons or decision not to reemploy by the Board.

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

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

Notice: These employees shall be provided a written statement of the reason for non-reemployment no later than July 1st. Upon written request, the employee shall be given the opportunity for an informal review of such a decision by the Board. The parameters for the informal review will be determined by the Board.

Renewable Contract Certified Employees: With the exception of Interim Certificate holders, certified personnel in the fourth year of continuous employment within the same school district.

After receiving a contract for a fourth full consecutive year of employment as a certified teacher, certified personnel may automatically renew their employment with this District, for the next school year, by returning their contract in a timely manner, as detailed below.

The District shall have the option to grant renewable contract status when it hires a certified employee who has been on a renewable contract with another Idaho school district or who has out-of-state experience which would otherwise qualify the certified employee for renewable

contract status in Idaho. Alternatively, the District can place the certified employee on a Category 3 contract.

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

Notice: These contracts shall be issued by July 1st. All employees on renewable contracts must return their contract within 10 days. The employee's failure to timely return a renewable contract, may cause the Board to interpret such an action as the employee declining the right to automatic renewal or the offer of another contract.

Retired-Return to Work Employees: Certified personnel employed as instructional staff, pupil service staff, or professionally endorsed staff and any personnel holding a certificate as described in 33-1210A, Idaho Code, receiving retirement benefits from the public employee retirement system of Idaho, except those who received benefits under the early retirement program previously provided by the State, hired as at-will employees.

Notice: Contracts for retired teachers are specifically offered for the limited duration of the ensuing school year, and no further notice is required by the District to terminate the contract at the conclusion of the contract year.

Interim Certificate Holder: A certified employee who holds an interim certificate while they pursue an alternate route to certification.

These employees must complete at least nine-semester credits annually toward the completion of their alternate route to certification and meet their annual progress goals ~~toward the completion of the alternate route~~. The District may take action to terminate or non-renew a teacher with an interim certificate who fails to meet these requirements. Such termination or non-renewal shall be carried out in accordance with State law and administrative rules and District policy. Personnel who hold an interim certificate and/or emergency authorization and have not been issued their five-year renewable certificate shall not exceed a Category 3 Contract until conditions have been met.

Notice

- ~~1. Category 1 certified employees' contracts are specifically offered for the limited duration of the ensuing school year, and no further notice is required by the District to terminate the contract at the conclusion of the contract year.~~

2. ~~Category 2 certified employees shall be provided a written statement of reason for non-reemployment by no later than July 1st and are not entitled to a review of the reasons or decision not to reemploy by the Board.~~
3. ~~Category 3 certified employees shall be provided a written statement of reason for non-reemployment by no later than July 1st and shall, upon written request, be given the opportunity for an informal review of such decision by the Board. The parameters for the informal review will be determined by the Board. Before the Board determines not to renew the contract for the unsatisfactory performance of category 3 certified employees, such employees shall be entitled to a defined period of probation as established by the Board, following at least one evaluation. In no case shall the probationary period be less than eight weeks. The probation shall be preceded by written notice from the Board, with the reasons for the probationary period and the areas of work which are deficient and with provisions for adequate supervision and evaluation of the employees' performance during the probationary period.~~
4. ~~Contracts for all renewable contracted certified employees shall be issued by July 1st. All employees on renewable contracts must return their contract within 10 days. The employee's failure to timely return a renewable contract may be interpreted by the Board as a declination of the right to automatic renewal or the offer of another contract. Before the Board determines not to renew the contract for the unsatisfactory performance of renewable contracted certified employees, such employees shall be entitled to a defined period of probation as established by the Board, following an observation, evaluation, or partial evaluation. The probation shall be preceded by written notice from the Board, or its designee, with the reasons for the probationary period and with provisions for adequate supervision and evaluation of the employees' performance during the probationary period.~~
5. ~~Contracts for retired teachers are specifically offered for the limited duration of the ensuing school year, and no further notice is required by the District to terminate the contract at the conclusion of the contract year.~~

Supplemental Contracts

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

An extra day assignment is, ~~and~~ a supplemental extra day contracts may be issued for, an assignment of days of service in addition to the standard contract length used for the majority of

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

Delivery of Contract

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

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

Return of the Contract

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

Failure to Accept or Acknowledge

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



Cross Reference: 5340 Evaluation of certified Personnel
6100 Superintendent

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

Policy History

ADOPTED: 8/11/14

ISBA

REVISED: 6/13/16
10/10/16
8/12/19
1/10/22

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

Air Quality

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

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

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

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

Lightning

Administrators will monitor lightning activity during outdoor events. When lightning-detection devices or mobile apps are available, this technology can be used to determine the proximity of lightning strikes. The preferred app for this purpose will be Lightning Tracker & Alerts. However, hearing thunder and seeing lightning should take precedence over lightning-detection devices or mobile apps and play shall be suspended. In the event that thunder is heard, a cloud-to-ground lightning bolt is seen, the leading edge of the thunderstorm is close enough to strike the event location, or a lightning strike has occurred within a 10-mile radius as determined by a lightning-detection device, within the previous 30 minutes during an outdoor event, administration will direct all students, staff, and spectators to move indoors and remain indoors. Upon administrative

approval, the outdoor event will convene once there has not been a lightning strike within a 10-mile radius within the previous 30 minutes.

Hazardous Weather

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

Extreme Temperatures

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



Policy History

ADOPTED: 8/12/19

TFSD

REVISED:

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

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

Certified Staff

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

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

Classified Staff

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

Teaching

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



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

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

Policy History

ADOPTED: 8/11/14

ISBA

REVISED: 8/12/19

Certified Employees

Applicants for teaching positions with Twin Falls School District who are issued a contract and employees who are on contract should recognize that their contract with the District carries responsibilities. Certified personnel will generally be expected to fulfill the terms of their contract unless (1) there are clearly compelling, mitigating circumstances which prevent the certified or exempt individual from doing so; and (2) until such time as the Board releases the certified individual from the terms of the contract upon the recommendation of the Superintendent.

Employees seeking release from their District contracts (including those employees who have just signed their first contract) will not be released from contract during the school year or within forty-five (45) days of the start of the school year unless a suitable replacement can be found. The Board may make exceptions to this rule for serious health problems or if a replacement can be found to fill the position being vacated.

The Employee may make a written request for release from contract during the school year or immediately prior to the start of the school year, stating the date of requested release along with the rationale for release. The request should be submitted to the Human Resources office so that a search for a suitable replacement can be initiated. The request for release will be submitted to the Board at the time specified by the employee. If finding a replacement is not imminent, the Human Resources office will advise the person submitting the request that their request for release will be presented to the Board of Trustees for approval the administration will recommend to the Board that the request be approved pending a suitable replacement.

A determination of availability of a suitable replacement, approved by the building principal as per Idaho Code, will be made by the administration before recommendation will be made to the Board that the employee be released from contract. If, in the judgment of the administration, there is not a suitable replacement, and/or if retention of a new employee is not approved by the building principal, recommendation will be made that the Board NOT release the employee from contract.

Should any certificated employee abandon the contract of employment with the District without the prior written release from the contract by the Board, the Board of trustees will report such event to the Professional Standards Commission, alleging that the certificated employee is guilty of unethical practices and has violated the Code of Ethics for Idaho Professional Educators. In addition, should any certificated employee abandon the contract of employment with the District without the prior written release from the contract by the Board, the District and/or Board may, in its discretion, pursue any and all available legal remedies, including damages to recoup all losses caused by such breach of contract, including without limitation costs for substitutes, recruiting, loss of state funding, legal fees, etc.

Classified Personnel

Classified Employees not under contract are expected to give due written notice that will permit the District to conduct a search for a suitable replacement. Generally speaking, the ~~Board~~ District expects a two-week notice.

All resignations should be in writing. ~~Requests for resignation shall be transmitted to the Board as part of the regular personnel report.~~

Any classified personnel who, without approval or without taking leave, does not show up for work for more than three (3) consecutive days will be considered to have abandoned his or her position, and shall be deemed to have resigned.



Legal Reference I.C. § 33-524 Principals to Determine New Staffing
 I.D.A.P.A. 08-02.02.076.09 Code of Ethics for Idaho Professional
 Educators
 I.C. § 72-1366 Personal Eligibility Conditions

Policy History

ADOPTED: 8/11/14

ISBA

REVISED:

Classified employees are ~~District employees who~~ ~~those non-certificated employees who are~~
~~employed by the District or personnel hired in positions which~~ do not require certification.

With the exception of those classified employees specifically hired ~~by the Board~~ as holding a status of not at-will, all classified employees shall be regarded as “at-will” employees and may be dismissed at the will of either party and the employment relationship may be terminated at any time for any or no reason, so long as the same does not violate public policy or violate any other provision of law. Such at-will designation will be included in all job descriptions as mandated by I.C. § 33-517 and related written documentation, should the same be implemented by the District. An employment period, as well as other terms and conditions of employment set forth in a job description and/or written documentation shall not create a property rights as such are included for the specific purpose only of providing notice to the employee of the service and expectations of the District so long as the employment relationship continues.

Classified employees shall have no expectation of continued employment, unless so expressly specified in individual employment contracts ~~by the District’s Board~~. The District reserves the right to change employment conditions affecting the employee’s duties, assignment, supervisor, or grade.

~~The Board shall determine the salary and wages for classified personnel.~~

The grievance procedure for classified employees shall be the procedure set forth in Idaho Code. Classified employees may file a written grievance alleging a violation of current, written District-approved policy, procedure, or employee handbook, a condition or conditions that jeopardize the health or safety of the employee or another, or tasks assigned outside of the employee's essential job functions and for which the employee has no specialized training. However, neither the rate of pay nor the decision to terminate an employee during the initial one hundred and eighty (180) days of employment shall be regarded as a proper grievable matter.



Cross Reference:	3085	Sexual Harassment, Discrimination and Retaliation Policy
	3085P	Title IX Sexual Harassment Grievance Procedure, Requirements and Definitions
	5800P	Classified Employee Grievance Procedure

Legal References: I.C. § 33-517 Non-Certificated Personnel
I.C. § 33-1201 Certificate Required
Metcalf v. Intermountain Gas Co., 116 Idaho 622 (1989)

Policy History

ADOPTED: 10/13/14
ISBA

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