

MEMORANDUM

To: Board of Trustees
Twin Falls School District 411
From: Eva Craner, Director of Public Relations
Re: Policy Updates
Date: April 10, 2023

Annual Review:

8170 District-Owned Vehicles
8300 Emergency & Disaster Preparedness

First Reading:

Administrative Updates:

1500 Board Meetings
5413 Witness for Court Appearance
8170P District-Owned Vehicles
8300P Crisis Evacuation and Lockdown Drills NEW
8320 Fire Drills and Fire Evacuation Plans
8320P Fire Drills, Rules and Procedures NEW TITLE
8520 Inspection of School Facilities
9850 Rental Use of School Facilities
9850P Rental Schedule and Agreement

Second Reading:

Administrative Updates:

3346 Restraint or Seclusion of a Student
3530 Suicide
5401P Sick Leave and Sick Leave Bank

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

District-Owned Vehicles Provided to Employees

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

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

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

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

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

Health and Safety Protocols of District-Owned Vehicles

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



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

Policy History

ADOPTED: 8/11/14

ISBA

REVISED: 10/12/20
8/08/22

REVIEWED: 4/10/23

The Board recognizes the importance of being prepared for various types of emergencies, both natural and human, that could occur while school is in session. This necessitates the development of appropriate plans and procedures to deal with such emergencies at school facilities or involving school transport. It is important that students, employees and parents be knowledgeable about the various emergency plans and procedures and to be prepared should such an emergency occur.

Development of Crisis Management Plan

The District will develop and maintain a Crisis Management Plan to act as a guide for Board members, administration, staff, students, parents, and community members to address a potential crisis in the District.

The Crisis Management Plan will provide procedures for the District and for each site, and will be used prior to, during, or after any emergency situation.

The Superintendent or designee shall be responsible for directing the development of a comprehensive Crisis Management Plan. This plan will be shared with representatives of local municipalities and appropriate emergency personnel. The Crisis Management Plan will be reviewed annually by the Safety Committee, which shall include representatives of principals and site managers. The Crisis Management Plan will be maintained by the Director of Operations working in conjunction with the Safety Committee.

Each principal and site manager shall receive a copy of the Crisis Management Plan and shall provide in-service training on plan implementation.

The District Crisis Management Plan serves as the foundation for the development, training, and implementation of individual site/program plans.



Cross Reference: 6520 Health Emergency Plan

Legal Reference: IDAPA 08.02.03.160 Safe Environment and Discipline

Policy History

ADOPTED: 8/11/14

ISBA

REVISED:

REVIEWED: 4/10/23

POLICY TITLE:	Board Meetings	POLICY NO: 1500 PAGE 1 of 3
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Meeting Defined

A meeting is defined as the convening of the Board of Trustees to make a decision or to deliberate toward a decision on any matter. Trustees may participate in Board meetings via electronic means, including telephonic or video conferencing devices, provided at least one member of the Board of Trustees or Superintendent is physically present at the meeting location.

Regular Meetings

Unless otherwise posted:

1. All meetings will be held at ~~Canyon Ridge High School room 301.~~ 160 Gooding Street West unless noticed otherwise.
2. Regular meetings shall be held on the second Monday and the fourth Wednesday of each month at 7:00 PM or 5:00 PM ~~as publicly posted~~ unless noticed otherwise.

Emergency Meetings

In the event of an emergency involving possible personal injury or property damage, immediate financial loss, or the likelihood of injury, damage, or loss, the Board may meet immediately and take official action without prior notification when the notice requirements would make such notice impracticable or increase the likelihood or severity of such injury, damage, or loss, ~~and~~ . The reason for the emergency meeting shall be ~~is~~ stated at the outset of the meeting.

Budget Meetings

No later than 28 days prior to its regular July meeting, the Board shall have prepared a budget, in the form prescribed by the State Superintendent of Public Instruction, and shall hold a public hearing. At such public hearing or at a special meeting held no later than 14 days after the public hearing, the Board shall adopt a budget for the ensuing year. Notice of the budget hearing shall be posted and published as prescribed in Idaho Code. From the time noticed, a copy of the budget shall be available for public inspection during regular business hours.

Special Meetings

Special meetings may be called by the Chair or by any two Trustees. If the time and place of special meetings has not been determined at a meeting of the Board with all members present, then written notice of a special meeting, stating the purpose of the meeting, shall be delivered to each Trustee not less than 24 hours prior to the time of the meeting. Such written notice shall be posted conspicuously at the District Office or at the building where the meeting is to be held, ~~and~~ on the District webpage. Business transacted at a special meeting will be limited to that stated in the notice of the meeting.

Executive Sessions

Pursuant to Idaho Code, upon a 2/3 roll call vote recorded in the minutes of the meeting, the Board may hold an executive session after the Board Chair has expressly identified the specific legal authorization for holding an executive session and provided sufficient detail to identify the general purpose and topic of the executive session. However, the information provided shall not compromise the purpose of going into an executive session. Only in the event that Board vacancies, and not absences, prevent a 2/3 majority from being present, a simple majority vote to enter executive session may be called.

An executive session may be held for, and only for, the following purposes:

1. To consider hiring a public officer, employee, staff member, or individual agent wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. Please note this does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general.
2. To consider the evaluation, dismissal, or disciplining of; or to hear complaints or charges brought against a public officer, employee, staff member or individual agent, or a student.
3. To acquire an interest in real property that is not owned by a public agency.
4. To consider records exempt from public disclosure.
5. To consider preliminary negotiations involving matters of trade or commerce in which the Board is in competition with other governing bodies in other states or nations.
6. To communicate with legal counsel and to discuss any legal ramifications and/or legal options for pending litigation or possible legal controversies not yet being litigated, but imminently likely to be litigated. The presence of legal counsel at executive session is not sufficient to satisfy this requirement.
7. To communicate with a representative of the District's risk management or insurance provider to discuss a pending claim or prevention of a possible claim imminently likely to be filed. The presence of a risk management or insurance provider at executive session is not sufficient to satisfy this requirement.
8. To conduct deliberations regarding labor negotiations. *Note: The Board may still deliberate regarding labor negotiations and may caucus regarding negotiations in Executive Session. However, all actual negotiations between the parties; such as the exchange of offers, counteroffers, and exchange of documents; must be conducted in open session.*

The only actions that are allowed to take place within executive session are making a determination to place a certified professional employee on probation or taking action on a student disciplinary hearing.

If only an executive session will be held, a 24-hour meeting and agenda notice shall include the date, time, place, items to be discussed, and the specific provision of law authorizing the executive session. The Board will not change the subject within the executive session to any subject not identified within the motion to enter executive session or to any topic for which an executive session is not provided.



Legal Reference:	I.C. § 33-205	Denial of Student Attendance
	I.C. § 33-510	Annual Meetings – Regular Meetings – Board of Trustees
	I.C. § 74-202	Open Public Meetings – Definitions
	I.C. § 74-203	Governing Bodies – Requirement for Open Public Meetings
	I.C. § 74-204	Notice of Meetings
	I.C. § 74-205	Written Minutes of Meetings
	I.C. § 74-206	Executive Sessions – When Authorized
	I.C. § 74-206A	Negotiations in Open Session
	Idaho Open Meeting Law Manual, current edition	

Policy History:

ADOPTED: 8/11/14
REVISED: 1/11/16
5/13/19
11/11/19
12/13/21

Twin Falls School District employees who are subpoenaed into court as a witness will be allowed leave time for required court appearances. In instances where the subpoena addresses the employee in their professional capacity, the subpoena should first be presented to the clerk of the board at the District Office. Employees are expected to use only the portion of the work day or days required for their appearance as a witness. Employees are required to ~~receive prior approval of the Superintendent and~~ notify their immediate supervisor ~~(maintenance, school lunch, and principals)~~. Employees subpoenaed in their professional capacity will be granted administrative leave. At the discretion of the superintendent or designee, ~~The employees will~~ may be granted leave with pay to be a witness for a court appearance that is not related to their professional capacity with pay providing the ~~person~~ employee submits a copy of the subpoena to the district office as soon as possible.



Policy History

ADOPTED: 8/11/14

ISBA

REVISED: 3/12/18

The Board adopts this procedure to establish guidelines, obligations, and expectations of employees who, within the scope of their employment, have occasion to operate District-owned vehicles and equipment, or personal vehicles for official District purposes.

DISTRICT VEHICLES AND EQUIPMENT

Authorization for Use

Twin Falls School District employees shall operate District-owned vehicles and equipment only when the employee:

1. Is authorized by their position and/or supervisor to act as the operator of a vehicle or piece of equipment;
2. Holds a valid Idaho operator's license for each class of vehicle or piece of equipment they are approved to operate. The District may verify license status by checking motor vehicle records; and
3. Has demonstrated, to the supervisor's satisfaction, that they are qualified to operate the vehicle or piece of equipment.

Responsibilities of Vehicle/Equipment Operator

Employees operating District vehicles and equipment shall:

1. Inspect vehicles or equipment before operating to ensure the vehicle or equipment will function in a safe manner;
2. Refrain from eating or engaging in other activities which may distract an individual from safely operating a vehicle or piece of equipment;
3. Operate such vehicles and equipment in a safe, responsible manner, and in compliance with State laws and regulations governing vehicle use;
4. Pull off to a safe area and stop driving to use a cell phone in a vehicle;
5. Be personally responsible for traffic fines and/or penalties arising from their violation of traffic laws while operating such vehicles or equipment;
6. Refrain from operating any such vehicles or equipment when under the influence of controlled substances, medications, or mental or physical conditions which could impair their ability to properly operate a vehicle or piece of equipment;
7. Return such vehicles and equipment daily to the District facility designated for that vehicle or piece of equipment unless it is taken to the operator's residence as authorized in this procedure;

8. If the vehicle or piece of equipment is taken to the operator's residence as authorized by this procedure, the operator shall ensure the vehicle or equipment is made available for routine maintenance as well as unscheduled maintenance when required;
9. Report any loss, redaction, or suspension of their operator license or endorsements status to their supervisor as soon as they are notified of the licensing status change;
10. Report all accidents immediately to the supervisor and/or to the Risk Management Specialist so that they can be reported to the District's insurance carrier. All Commercial Driver's License holders shall comply with federal and state laws regarding the reporting of accidents, citations, or driving convictions and shall immediately report such occurrences to their supervisor;
11. Use of District fueling cards and facilities, maintenance and repair facilities, and supplies shall be limited to bona fide District vehicles and equipment. District materials and facilities shall not be used for personal benefit;
12. Not allow other persons to use their refueling card or request that others allow them to use refueling cards which are not assigned to them; and
13. Be evaluated in connection with their use of District vehicles and equipment as part of their annual job performance review.

Prohibited Conduct of Vehicle/Equipment Operator

Any employee involved in one or more of the following circumstances while operating District vehicles and equipment will immediately lose their operational authorization:

1. Unlawful use, distribution, dispensing, manufacture, or possession of a controlled substance;
2. Operating any District vehicle or piece of equipment while under the influence of alcohol, any drug, or the combined influence of alcohol and any drug;
3. Use of any District vehicle or piece of equipment for illegal or unauthorized purposes;
4. Operating a vehicle or piece of equipment in a manner which endangers the safety or life of others; and
5. Any negligent use of District-owned vehicles or piece of equipment.

Any employee who has engaged in any of the items listed in the above section of this procedure, regardless of whether it occurred while operating a District vehicle or piece of equipment, may be permanently prohibited from operating District vehicles and equipment, and/or subject to disciplinary action, up to and including termination.

Emergency Call Out

In specific instances, the Superintendent and/or department directors may establish specific positions and/or classes of employees who are subject to emergency callout. These employees or classes of employees may be assigned a District vehicle to keep at their personal residence in order to more quickly respond to emergency circumstances. Employees so designated, may be changed at any time by the Superintendent and/or department director without consultation or negotiation with the affected employee or classes of employees. When an employee is designated

to have a District vehicle at their residence for emergency callout use, the vehicle shall not be used for personal purposes.

Disposal of Vehicles and Equipment

All vehicles and equipment shall be disposed of only by sales events and methods which are approved by the Board ~~and as detailed~~ by rules adopted by the state for disposal of District property (Policy 9100). Each sales event must be approved individually by the Board. Revenue received from the sale of school buses will be placed in a separate account and used only for the purchase of school buses.

Accident Management Procedures

The Twin Falls School District establishes the following guidelines for reporting, investigating, and documenting all accidents, collisions, and incidents involving District vehicles and equipment:

1. All accidents/collisions/vandalism (herein collectively referred to as “accidents”) involving District vehicles, regardless of the amount of damages or personal injuries sustained, shall be reported immediately to the driver’s supervisor and/or any other identified District personnel. Failure to report an accident shall be cause for disciplinary action;
2. Drivers shall report all school bus accidents to local school authorities and the appropriate law enforcement agency in accordance with Title 49, Chapter 13 of Idaho Code. Subsequent to the accident or incident, a Uniform School Bus Accident/Injury or appropriate Incident Report Form shall be completed by the driver or transportation supervisor and submitted to the State Department of Education within 15 days.
3. An employee involved in any accident while operating District vehicles or equipment ~~may~~ shall be required to submit to a drug and alcohol test. Failure to submit to a drug and alcohol test; or testing positive for drug use; or prohibited levels of alcohol as outlined in applicable law; shall be subject to disciplinary action, up to and including termination;
4. An accident report shall be completed within twenty-four (24) hours of any accident regardless of the amount of damage sustained to any District vehicle or equipment;
5. All accidents shall be investigated by a designated District Safety Coordinator or his or her designee;
6. All accidents involving any personnel injury and/or accidents for which the estimated damages exceed one-thousand dollars (\$1,000) shall be reviewed by the Safety Committee.
7. The Safety Committee shall hold a fact-finding meeting to determine if the accident was preventable or non-preventable.
 - A. The driver involved in the accident has the right to attend the fact-finding meeting to explain the situation and answer questions of the Committee;

- B. The Committee shall inform the driver of their findings in a timely manner; and
 - C. An employee may appeal the findings and recommendations of the Committee by following the appeals procedure outlined in the District Grievance Policy 4120.
8. Administrative actions shall be taken based on the findings and recommendations of the Committee as follows:
- A. If the accident was non-preventable, a statement to that effect shall be included in the employee's personnel file and no disciplinary action will be recommended.
 - B. If the accident was preventable, procedures of remediation and disciplinary action shall be implemented according to the degree of culpability, severity of the accident, and service record of the employee.
9. Driver Education instructors shall not be disciplined under these driver accident guidelines for vehicle accidents resulting from the actions of student drivers who are operating District vehicles under the instructor's supervision, as part of the District Driver Education course unless a valid investigation by the District or a court of law finds the instructor was grossly negligent in their instruction or driving supervision.

Definitions

"Equipment" for purposes of this procedure means utility vehicles, construction and lawn equipment.

"Vehicle" for purposes of this procedure means buses, vans and passenger vehicles, maintenance and delivery trucks.



Cross Reference: 4120 Uniform Grievance Procedure
9100 Use and Disposal of School Property

Other References: Standards for Idaho School Buses and Operations
Idaho Department of Education, Idaho's School Bus Driver Training
Classroom Curriculum

Procedure History

ADOPTED: 8/11/14

ISBA 2006

REVISED: 2/9/15

10/10/16

11/11/19

The purpose of a drill is to train students, under staff direction, to evaluate a crisis situation and make decisions to respond based on best practices.

The following rules and procedures will be enacted within the school:

1. Regular drills will take place on a quarterly basis.
 - A. These drills will include communication with families so that parents can engage in conversations with their children about school safety.
 - B. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of a crisis.
 - C. Drills shall be conducted at different hours of the day, during the changes of classes, when the school is at assembly, during recess or gymnastic periods, or during other times to simulate conditions that could occur in an actual crisis.
 - D. Drills will be completed in collaboration with the School Resource Officer overseeing the school.
2. Records shall be maintained of emergency evacuation drills and include:
 - A. Identity of the person conducting the drill,
 - B. Date and time of the drill,
 - C. Notification method used,
 - D. Staff members on duty and participating,
 - E. Number of occupants evacuated or locked down,
 - F. Special conditions simulated,
 - G. Problems encountered, and
 - H. Time required to accomplish lockdown or evacuation.
3. Staff members should direct students to take action appropriate for the drill situation including but not limited to, lockdown and barricading or evacuation.
 - A. Students and teachers may discuss barricading rather than actually barricading the classroom.
4. If the decision is made to practice evacuation, all persons should exit according to their posted evacuation routes and proceed to assigned locations a safe distance away from the building.
5. It is each student's responsibility to follow staff direction in the event of a lockdown and to move quickly, quietly, and in an orderly manner through the assigned exit to the assigned evacuation area in the event of an evacuation.
6. In the event of an evacuation, the teacher will be responsible for:
 - a. Seeing that windows and doors are closed with doors locked;
 - b. Assuring that electrical equipment and gas jets are turned off;
 - c. Maintaining order during the evacuation;
 - d. Checking roll when the class is in the assigned evacuation area; and
 - e. The name of any student not accounted for will be reported immediately to the Building Administrator.



Cross Reference: 8320 Fire Drills and Evacuation Plans

Policy History

ADOPTED:

TFSD

REVISED:

Goal

The Board recognizes the importance of being prepared for emergencies and the role fire drills play in being prepared. The emergency fire evacuation drill trains staff and students and evaluates their efficiency and effectiveness in carrying out emergency fire evacuation procedures.

Frequency

Monthly fire drills are required for all district facilities. The frequency of drills may be modified in severe climates by the fire code official.

First Evacuation Drill

The first evacuation drill of the school year must be completed within ten days of the beginning of classes.

Time

Fire drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire. Emergency-Fire evacuation drills shall be conducted at different hours of the day, during the changes of classes, when the school is at assembly, during the recess or gymnastic periods, or during other times to avoid distinction between drills and actual fires.

Assembly Points

Outdoor assembly areas shall be designated and shall be located a safe distance from the building being evacuated to avoid interference with fire department operations. The assembly areas shall be arranged to keep each class separate to provide accountability of all individuals.

Record Keeping

Records shall be maintained of emergency fire evacuation drills and include:

1. Identity of the person conducting the drill.
2. Date and time of the drill.
3. Notification method used.
4. Staff members on duty and participating.
5. Number of occupants evacuated.
6. Special conditions simulated.
7. Problems encountered.
8. Weather conditions when occupants were evacuated.
9. Time required to accomplish a complete evacuation.

Fire Safety and Fire Evacuation Plans

Fire safety and evacuation plans, emergency procedures, and employee training programs shall be approved by the fire code official and be prepared and maintained by the school.

Fire Evacuation Plan

The District shall ensure the safety and health of students and staff by having in place at all times a fire emergency evacuation plan. The District will cooperate and coordinate with city, county, and State emergency personnel. The District shall review its fire emergency evacuation plan annually to determine whether the procedures in place require modification. The Plan will be posted in the District office as well as in every school building in the District. The Plan will be provided to each staff member at the beginning of the school year. In addition, the District will educate parents and patrons in the District by posting information regarding the Plan in school facilities.

The fire evacuation plan must include:

1. Emergency egress or escape routes and whether evacuation of the building is to be complete or, where approved, by selected floors or areas only
2. Procedures for employees who must remain to operate critical equipment before evacuating.
3. Procedures for use of elevators to evacuate, if applicable.
4. Procedures for accounting for employees and occupants after the evacuation has been completed.
5. Identification and assignment of personnel responsible for rescue or emergency medical aid.
6. The preferred and any alternative means of notifying occupants of a fire or emergency.
7. The preferred and any alternative means of reporting fires and other emergencies to the fire department or designated emergency response organization.
8. Identification and assignment of personnel who can be contacted for further information or explanation of duties under the plan.
9. A description of the emergency voice/alarm communication system alert tone and preprogrammed voice messages, where provided.

Fire Safety Plans

The fire safety plan must include:

1. The procedures for reporting a fire or other emergency.
2. The life safety strategy and procedures for notifying, relocating, or and evacuating occupants.
3. Site plans indicating the following:
 - a. The occupancy assembly point
 - b. The location of fire hydrants.
 - c. The normal routes of fire department vehicle access
4. Floor plans identifying the locations of the following:
 - a. Exits
 - b. Primary evacuation routes
 - c. Secondary evacuation routes
 - d. Accessible egress routes
 - e. Areas of refuge
 - f. Exterior areas for assisted rescue
 - g. Manual fire alarm boxes
 - h. Portable fire extinguishers

- i. Occupant-use hose stations
- j. Fire alarm annunciators and controls
- 5. A list of major fire hazards associated with the normal use and occupancy of the premises, including maintenance and housekeeping procedures.
- 6. Identification and assignment of personnel responsible for maintenance of systems and equipment installed to prevent or control fires.
- 7. Identification and assignment of personnel responsible for maintenance, housekeeping, and controlling fuel hazard sources.

In the Event of a Fire

All incidents of unintentional fires will be reported to the building principal whether or not fire department response is required. All employees should be made aware of the location of the fire extinguishers and fire alarm pull boxes in their work area(s). All employees should be made aware of emergency evacuation routes for their work area, the location of the fire exit windows, etc.

Do not use the elevators in the event of a fire except as authorized by the fire safety plan.

In the event of a fire:

1. Promptly direct the charge of the fire extinguisher toward the base of the flame. If an emergency exists, activate the building alarm and contact the building principal.
 - A. If a minor fire appears controllable, immediately contact, or direct someone in the area to contact, the building principal.
 - B. For large fires that do not appear controllable, immediately activate the building alarm and contact, or direct someone to contact the building principal. Close all doors while exiting the building to reduce oxygen and slow the spread of fire. Do not lock the doors!
2. Assist in the evacuation of the building. Smoke is the greatest danger in a fire, so be prepared to stay near the floor where the air will be less toxic.
3. If trapped on a second story or higher, hang an article of clothing out of the window to signal security officers. Anyone trapped in the room should remain close to the floor to avoid smoke.

During an evacuation, direct crowds away from fire hydrants and roadways, and clear sidewalks immediately adjacent to the building. Ask bystanders to assist in watching windows, doorways, etc. for persons who may be trapped inside. Do not attempt to rescue them. Notify fire department personnel.



Cross Reference: 8320P Fire Drills, Rules, and Procedures

Legal Reference: I.C. § 41-253 Adoption of International Fire Code
I.D.A.P.A. 18.01.50 Rules of the Idaho Department of Insurance, Title 01,
Chapter 50, “Adoption of the 2006 International Fire Code.”
I.D.A.P.A. 08.02.03.160 Safe Environment and Discipline
2018 International Fire Code
2012 Idaho Fire Code

Policy History:

ADOPTED: 8/11/14

ISBA

REVISED: 5/9/22

The purpose of a drill is to train students, under staff direction, to move safely, quickly, and quietly from any location within the building to an assigned evacuation area outside.

The following rules and procedures will be complied with in the school:

1. Evacuation routes will be posted in each room. These routes will indicate the primary and alternate exits and evacuation area to which the student should proceed upon leaving the building. During the first week of the school year, rules for ~~emergency evacuation~~ fire evacuations will be discussed with each class using the room.
2. A distinct alarm signal will be used for ~~emergency fire~~ drills only; another signal will be established by District Administration for return to class.
3. No student or staff member is to remain in the building during ~~emergency fire~~ drills.
4. All persons should exit according to their posted evacuation routes and proceed to assigned locations a safe distance away from the building.
5. It is each student's responsibility to move quickly, quietly, and in an orderly manner through the assigned exit to the assigned evacuation area.
6. The teacher will be responsible for:
 - a. Seeing that windows and doors are closed with doors locked.
 - b. Assuring that electrical equipment and gas jets are turned off.
 - c. Maintaining order during the evacuation.
 - d. ~~Taking the grade book and~~ Checking roll when the class is in the assigned evacuation area.
 - e. The name of any student not accounted for will be reported immediately to the Building Administrator.
7. A report stating the date and time that the drill was conducted, and the time required to complete the evacuation will be made.



Cross Reference: 8320 Fire Drills and Fire Evacuation Plans

Policy History

ADOPTED: 8/11/14

ISBA

REVISED:

POLICY TITLE:	Inspection of School Facilities	POLICY NO: 8520 PAGE 1 of 2
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To ensure the safety and health of children and staff, the District shall, at least once a year subject the facilities of the district to an independent inspection for the purposes of determining whether such facilities comply with safety and health standards and other codes and requirements of Idaho law. The safety inspection will be conducted by a professionally qualified independent inspector or done pursuant to Title 39, Chapter 80, Idaho Code. The safety inspection report shall be provided to the Board of Trustees ~~and to the administrator of the Division of Building Safety for review.~~

After having the opportunity to review the inspection report, the Board shall identify any unsafe or unhealthy conditions and take the necessary steps to abate such conditions. Should any unsafe or unhealthy conditions remain beyond the school year in which such conditions were reported, the Board shall identify such conditions as not having been abated and take all necessary steps as soon as is practical to abate such conditions. In such case, the Board shall direct the Superintendent to prepare or delegate the preparation of a plan of abatement to be completed at the earliest practical time. The plan shall be implemented immediately. Such plan shall be provided to the Board and to the administrator of the Division of Building Safety.

Funds to conduct such abatement shall be segregated and, if necessary, secured as required by Idaho Code.

For purposes of this policy, the term “facilities” means school buildings, administration buildings, playgrounds, athletic fields or any other facilities or property used by schoolchildren or school personnel in the normal course of educational services.



Cross Reference: 8300 Emergency & Disaster Preparedness
8320 Fire Drills and Fire Evacuation Plans
8510 District Safety
9400 Safety Program

Legal Reference: I.C. § 33-1613 Safe public school facilities required
IDAPA 08.02.03.160 Safe environment and discipline

Policy History:

ADOPTED: 8/11/14

ISBA

REVISED: 5/9/22

PURPOSE:

The Board recognizes that the schools belong to the community and that the maximum use of these facilities for the good of all is desirable.

The interest of all taxpayers must be safeguarded, ~~therefore, and that school facilities may only not be indiscriminately rented by for particular uses of special non District entities groups except under well-planned~~ in accordance with District regulations and rental schedules.

The community has a capital investment in school buildings and facilities; therefore, the Board believes such facilities should be used for legitimate community purposes by responsible organizations, associations, and civic groups for educational, cultural, civic, and recreational purposes outside school hours, when such use will not conflict with or handicap the school operations.

When considering facility use applications, the following should be taken into consideration:

1. The activity should not interfere with the schedule of normal activities of the school or District; ~~and~~
2. The content of the activity should be reasonably appropriate in a school setting;
3. The event is not in conflict with the health and safety of the District or community and does not violate any federal, state, or local ordinance;
4. ~~While the District may not utilize its own facilities in support of or in opposition to any candidate or ballot measure, district facilities may be used for this purpose. District~~ facilities may be used in support of or in opposition to any candidate or ballot measure, provided such use is not organized by the District. If the District permits facilities rental by any entity or person seeking to hold a meeting in support of or opposition to any candidate or ballot measure, the denial or approval of such rental cannot be based upon the content of the position of the entity or person seeking to hold a meeting and shall likewise make rental options equally available to the counter entity or person if they seek to rent the school's facilities; ~~and~~
5. The user agrees to follow all health and safety protocols outlined by the District.

PROCEDURE:

1. The School District facilities that may be rented under ~~this these policies~~ include:
 - a. Auditoriums, small
 - b. Auditorium
 - c. Athletic Stadiums
 - d. Cafeteria
 - e. Classrooms
 - f. Gymnasiums
 - g. Miscellaneous
2. The availability of facilities shall be determined by the Superintendent of Schools or ~~their his/her~~ designee and the Principal of the school involved. In all instances, the use of the

facilities by the school will come first.

3. Groups who use the facilities must provide adequate supervision for participants and spectators. A deposit in the amount of one-half ($\frac{1}{2}$) the projected use fee (\$100 minimum) will be required prior to rental of the facility. A \$35.00 scheduling fee (part of the deposit) is non-refundable. At the conclusion of the use, a reconciliation of fees will be made and additional charges (e.g. extra cleaning, damage) will be assessed to the renter. Physical damage done to school property by renting groups shall be paid for or replaced by renting groups to the satisfaction of the School District. All groups must provide a liability and property damage "Certificate of Insurance" in the amount of \$1,000,000, naming the Twin Falls School District as an additional insured or certificate holder. Certificate must be received prior to the date of the event or effective rental date.
4. The fees collected for the rental of school property shall be paid to the Treasurer, Twin Falls School District No. 411, 201 Main Avenue West, Twin Falls, Idaho 83301. Questions about the school facility use are to be directed to the Director of Operations of the School District.
5. The District will have a custodian on duty during the times that school facilities are being used. The cost for custodial staff is included in the rental charge during normal business hours. If the facility is used past normal business hours a \$15.00 per hour after hour fee will be charged and added to the rental fee. If excess cleaning is required, renters will be charged \$15.00 per hour per custodian. Use of kitchen facilities will require approval by the School Lunch Supervisor and a \$15.00 per hour, per person fee will be charged for kitchen staff.
6. In the event that The Twin Falls School District has leased the concession stands to a lessee. In accordance with the lease agreement, the lessee has the first right of refusal to operate the concession stands in all circumstances. If the renter desires to operate the concession stand, they must negotiate with the "lessee" and the school administration for said use.
7. The Superintendent or their ~~his/her~~ designee may meet with other public agencies to review facility usage. Interagency agreements, e.g. City/School District, etc. may exchange use of facilities at no rental cost to either party. Any additional expenses, e.g. extended custodial hours, student assistants, technicians, repairs, or other additional out-of-pocket costs will be assessed and charged to the appropriate agency or organization. Examples of interagency agreements include: City youth and adult programs, law enforcement agency training and other government agency educational use. Any cost incurred outside the regular custodial workday will be agreed upon by the parties involved and assessed to the appropriate agency or organization.
8. No smoking or alcoholic beverages are allowed on any school property.
9. ~~No fee will be charged for in-service programs which are offered exclusively for employees of the district. For the in-service programs, seminars, or classes to qualify, they must be approved by the instruction committee.~~

10. Facilities will be used strictly for those purposes for which they were designed. No automobile shows, animal shows/games, home & energy fairs or similar types of activities will be allowed in gymnasiums.
11. Libraries and computer labs will not be rented for public use.
12. Rentals will generally not be available during the summer months because of summer maintenance.
13. Facilities will not be rented on holidays, e.g., Thanksgiving, Christmas, New Year's Day and Easter or any other holiday when Twin Falls School District TFSD-employees do not work.
14. ~~Appeals concerning rental use must be made in writing to the Board of Trustees.~~
14. The district will not charge a fee for the use of any facility for a funeral of a current employee or a currently enrolled student. A "Certificate of Insurance" providing for liability and property damage in the amount of \$1,000,000, naming the Twin Falls School District as an additional insured or certificate holder, will still be required and a no-charge contract will need to be signed with the Twin Falls School District TFSD.
15. Traveling athletic teams from other Idaho schools shall be allowed to use district athletic fields or gymnasiums for practice or sleeping accommodations with superintendent or designee and principal approval with no charge. Insurance and facility use agreement will be required.
16. Facility use requested to be used by the Idaho High School Activities Association (IHSA) for tournament or play-in games will not be charged for the use of the facilities. Insurance will be required. A facility use agreement is required.
17. Twin Falls School District seniors are allowed to use facilities for the completion of their senior project without charge. Students will have to have an advisor present during the entire time they are using the facility. A student activity form will need to be filled out. There is no fee and no insurance is required.
19. ~~This policy may be waived by the Board of Trustees.~~
18. No weapons shall be permitted on school property (concealed or open carry) other than by law enforcement pursuant to applicable statute, or the very limited exceptions identified in state and/or federal law, unless written pre-authorization is obtained by the District. This prohibition shall include security personnel for such events, which requires District approval for presence and possession of a weapon.
19. The District retains sole discretion to revoke authorization for rental/use of School District facilities or to deny approval of rental/use of School District facilities as the District believes are appropriate.
20. This policy may be waived by the Board of Trustees.
21. Appeals concerning rental use must be made in writing to the Board of Trustees.

CLASSIFICATION OF GROUPS/PRIORITIES FOR USE

- A. School Related: Activities directly related to school, i.e., staff in-service meetings/training, student body assemblies, pep rallies, student body elections, school-sponsored clubs, plays, athletic or music events, Boosters, P.T.A./P.T.O. functions and district athletic organizations.

FEES: No fee charged
Student Activity Form: Required

- B. Joint-Use Facility Agreements: Interagency agreements, e.g. City/School District including but not limited to city youth and adult programs, law enforcement agency training, National Guard, firefighters, State Department of Education and other government agencies who use facilities.

FEES: No fee charged unless separate agreement is established between the district and the agency.
Insurance: Required
Facility Use Agreement: Required

- C. ~~Not For Profit~~ #1 Organizations #1 providing services to students residing within the School District boundaries or enrolled in Twin Falls School District schools, and **if** they have a School District employee advisor: scouting groups, athletic clubs/organizations, or similar groups who use facilities for community or scholarship use.

FEES: No fee charged
Insurance: Required
Facility Use Agreement: Required

- D. ~~Not For Profit~~ #2 Organizations #2 providing services to students residing or enrolled in Twin Falls School District schools within the School District boundaries that **does not** have a School District advisor: scouting groups, Y.M.C.A., Civic/Service groups, or similar groups who use facilities for community or scholarship use.

FEES: See Fee Schedule 1.
Insurance: Required
Facility Use Agreement: Required

- E. ~~Non-school~~ #3 Organizations #3 will be permitted to co-sponsor an activity with a school group providing the School District receives revenues to cover expenses AND that the school group receives at least 50% of the net revenue from the event. In these situations, a certificate of liability insurance will be required, and a contract must be completed.

FEES: See Fee Schedule 1.
Insurance: Required
Facility Use Agreement: Required

- F. ~~Not-For-Profit~~ ~~Group #4~~ Organizations ~~#4~~ providing services to students residing outside the School District boundaries: scouting groups, Y.M.C.A., Civic/Service groups, Special Olympics, or similar groups who use facilities for community or scholarship use.

FEES: See Fee Schedule 2.
Insurance: Required
Facility Use Agreement: Required

- G. Commercial groups, private party functions, political rallies or promotions by organizations and/or individuals for profit-making or fundraising or when using buildings as a rental facility. Private party functions such as wedding receptions, family reunions, funerals, etc.

FEES: See Fee Schedule 2
Insurance: Required
Facility Use Agreement: Required

RATES:

1. Rates are based on the individual rate schedules in Procedure 9850P. The rates include amounts for custodial service and special/technical technicians. For larger groups or multiple facility use, a \$15.00 fee per hour per person for additional staff will be required; such as extra custodians, kitchen staff, etc. Additional technical staff requirements will be charged at \$125.00 per staff per hour for follow-spot operators and \$105.00 per person per hour for stagehands. There will be an additional charge of \$40.00 per hour if a ~~TFSD~~ Twin Falls School District technician is required to work more than 8 hours a day. These fees are in addition to those in this policy's rate schedule.
2. Auditorium rehearsal/setup will be charged at 50% of base rate. Rehearsals cannot go beyond 10:00 P.M. Those not exiting the facility by 10:00 P.M. will be charged an additional \$50.00 per hour.
3. Special setup fees such as table and/or chair setup, portable stage, orchestra pit or other special arrangements will be assessed at \$15.00 per hour per person. Any equipment fees will be determined by the school administrator where the rental is located.
4. A \$100.00 fee will be assessed for use of the lights at the High School Stadiums.
5. Extended use ~~for not-for-profit groups (Group #4):~~
 - 1-5 days will be at the listed rates
 - 6-10 days will be provided a 30% discount
 - 11-25 days will be provided a 50% discount
 - 26 or more days will be provided a 70% discount

Extended use discount fees will only apply during the regular custodial hours. After 10 p.m. custodial fees of \$15.00 per hour will be charged. Fees will also include the time necessary to clean the facility.

6. School rental fees will be based upon the number of hours the facility is used, and will be assessed to cover the period from the time the building is opened to the renter, to the time all members of the renting party have left the facility, including the time required to clean the facility.

Facility Use Agreement approval is required at least five (5) working days prior to the event.



Legal Reference: Idaho Code § 33-601

Cross Reference: 9850P Rental Schedule and Agreement

ADOPTED: 12/08/08

APPROVED: 6/13/95

TFSD

REVISED: 11/14/95

4/9/96

5-13-97

2-6-01

4-8-02

11-11-02

11-10-03

6-14-04

11-8-04

11-13-06

8-09-10

10-11-10

8-11-14

12-14-15

6-13-16

10-10-16

1/8/18

5/9/22

**Procedure 9850P
FEE SCHEDULE #1**

TWIN FALLS SCHOOL DISTRICT FACILITIES RENTAL RATE
For SCHOOL DISTRICT ~~NOT FOR PROFIT GROUPS~~ GROUPS/ORGANIZATIONS THAT FALL UNDER #2 OR #3

BUILDING	CLASSROOM		AUDITORIUM		GYMS		STADIUMS		MULTI-PURPOSE ROOM/ CAFETERIAS		KITCHEN/ CAFETERIA Must Have Kitchen Staff		COMPUTER LABS	
ELEMENTARY	HOUR	DAY*	HOUR	DAY	HOUR	DAY	HOUR	DAY	HOUR	DAY	HOUR	DAY	HOUR	DAY
Bickel	\$20	\$130*			\$50	\$2250			\$30	\$135	\$40	\$180	\$55	\$310
Harrison	\$20	\$130*			\$50	\$2250			\$30	\$135	\$40	\$180	\$55	\$310
Lincoln	\$20	\$130*			\$50	\$2250			\$30	\$135	\$40	\$180	\$55	\$310
Morningside	\$20	\$130*			\$50	\$2250			\$30	\$135	\$40	\$180	\$55	\$310
Oregon Trail	\$20	\$130*			\$50	\$2250			\$30	\$135	\$40	\$180	\$55	\$310
Perrine	\$20	\$130*			\$50	\$2250			\$40	\$180	\$50	\$225	\$55	\$310
Pillar Falls	\$20	\$130			\$50	\$2250			\$40	\$180	\$50	\$225	\$55	\$310
Rock Creek	\$20	\$130			\$50	\$2250			\$40	\$180	\$50	\$225	\$55	\$310
Sawtooth	\$20	\$130*			\$50	\$2250			\$30	\$135	\$40	\$180	\$55	\$310
MIDDLE SCHOOLS														
V.C. O'Leary	\$20	\$130*	\$60	\$270	Sm. \$60 - \$2700 Lg. \$80 - \$3580		\$50	\$225	\$40	\$180	\$50	\$225	\$55	\$310
Robert Stuart	\$20	\$130*			\$70	\$3050	\$50	\$225	\$40	\$180	\$50	\$225	\$55	\$310
South Hills	\$20	\$130			Sm. \$60 - \$270 Lg. \$80 - \$3580		\$50	\$225	\$40	\$180	\$50	\$225	\$55	\$310
HIGH SCHOOLS														
Twin Falls	\$20	\$130*	\$100	\$450**	Sm. \$70 - \$3050 Lg. \$90 - \$4050		\$80	\$350	\$40	\$180	\$50	\$225	\$55	\$310
Canyon Ridge	\$20	\$130	\$80	\$360	Lg. \$90 - \$4050		\$80	\$350	\$40	\$180	\$50	\$225	\$55	\$310

* 2 to 5 classrooms = \$40/day for each additional classroom up to five (5). NORMAL CUSTODIAL/TECHNICAL
6 to 10 classrooms = \$30/day for each additional classroom up to ten (10). SERVICES INCLUDED IN BASE RATES.
11 or more classrooms = \$20/day for each additional classroom.

Revised 11/9/09; 12/14/15; 12/11/17; 1/8/18

FEE SCHEDULE #2
**TWIN FALLS SCHOOL DISTRICT FACILITIES RENTAL RATE SCHOOL GROUPS THAT FALL UNDER #4 AND
For COMMERCIAL GROUPS/PRIVATE PARTY/POLITICAL RALLIES/GOVERNMENT AGENCIES**

BUILDING	CLASSROOM		AUDITORIUM		GYMS		STADIUMS		MULTI-PURPOSE ROOM/ CAFETERIAS		KITCHEN/ CAFETERIA Must Have Kitchen Staff		COMPUTER LABS	
ELEMENTARY	HOURL	DAY*	HOURL	DAY	HOURL	DAY	HOURL	DAY	HOURL	DAY	HOURL	DAY	HOURL	DAY
Bickel	\$25	\$150*			\$70	\$30025			\$40	\$180	\$50	\$225	\$80	\$450
Harrison	\$25	\$150*			\$70	\$30025			\$40	\$180	\$50	\$225	\$80	\$450
Lincoln	\$25	\$150*			\$70	\$30025			\$40	\$180	\$50	\$225	\$80	\$450
Morningside	\$25	\$150*			\$70	\$30025			\$40	\$180	\$50	\$225	\$80	\$450
Oregon Trail	\$25	\$150*			\$70	\$30025			\$40	\$180	\$50	\$225	\$80	\$450
Perrine	\$25	\$150*			\$70	\$30025			\$50	\$200	\$60	\$270	\$80	\$450
Pillar Falls	\$25	\$150*			\$70	\$30025			\$50	\$200	\$60	\$270	\$80	\$450
Rock Creek	\$25	\$150*			\$70	\$30025			\$50	\$200	\$60	\$270	\$80	\$450
Sawtooth	\$25	\$150*			\$70	\$30025			\$40	\$180	\$50	\$225	\$80	\$450
MIDDLE SCHOOLS														
V.C. O’Leary	\$25	\$150*	\$100	\$450	Sm. \$80 - \$35400 Lg. \$100 - \$4500		\$70	\$30	\$50	\$200	\$60	\$270	\$80	\$450
Robert Stuart	\$25	\$150*			\$90	\$4050	\$70	\$30	\$50	\$200	\$60	\$270	\$80	\$450
South Hills	\$25	\$150*			Sm. \$80 - \$35400 Lg. \$100 - \$4500		\$70	\$30	\$50	\$200	\$60	\$270	\$80	\$450
HIGH SCHOOLS														
Twin Falls	\$25	\$150*	\$140	\$6360**	Sm. \$90 - \$400 Lg. \$110 - \$500		\$100	\$400	\$50	\$200	\$60	\$270	\$80	\$450
Canyon Ridge	\$25	\$150*	\$120	\$54065*	Lg. \$110 - \$500		\$100	\$400	\$50	\$200	\$60	\$270	\$80	\$450

* 2 to 5 classrooms

= \$50/day for each additional classroom up to five (5). NORMAL CUSTODIAL/TECHNICAL

6 to 10 classrooms

= \$40/day for each additional classroom up to ten (10). SERVICES INCLUDED IN BASE RATES.

11 or more classrooms

= \$30/day for each additional classroom.

Revised 11/9/09; 12/14/15; 12/11/17; 1/8/18

Twin Falls School District No. 411
201 Main Avenue West
Twin Falls, Idaho 83301

FACILITIES USE AGREEMENT

THIS AGREEMENT, made and entered into by and between the Twin Falls School District No. 411 hereinafter called the "Owner", and

Name _____ Address _____

City _____ State _____ Zip _____ Telephone _____

Hereinafter called "Permittee".

It is understood and agreed as follows: The permittee is hereby granted permission to use Twin Falls School District No. 411 facilities according to the following schedule and in consideration of the following charges:

FACILITY

BUILDING

DAY AND TIME-OF-DAY FACILITY IS TO BE USED

PURPOSE *(If the use is for a speech or presentation, please identify the speaker and the subject matter to be addressed.)*

CHARGES

ADDITIONAL REQUESTS

ARE THERE ANY PARTICULAR SECURITY OR SAFETY CONCERNS THAT RELATE TO THIS USE?

Will admission be charged: Yes _____ No _____ Estimated number of people: _____

Name and address of Liability Insurance carrier

The Permittee agrees that for and in consideration of the use of said premises Permittee will in addition to payment as above outlined:

1. Occupy said premises only as outlined in the agreement.
2. Provide necessary crowd supervision and control, detailed to and pre-approved by the District.
3. Be responsible for any loss of or damage to any loss of its property or its patrons during the event and time period hereinbefore set out.
4. Reimburse the owner for damages to facilities, equipment, and furnishings of the Owner, directly or indirectly attributable to the Permittee on account of the use for which this agreement is made.
5. Indemnify and forever hold harmless the Owner as per attached Building and Facilities waiver of Liability and Indemnity Agreement and identify the District as an additional insured on any applicable policies of insurance.
6. A deposit of one-half (1/2) the use fee (\$100 minimum) will be required.
7. During the course of the facility use, should any safety or security risks arise, such must be immediately communicated to the District, in writing.
8. No weapons (concealed or open carry) are permitted upon school property unless pre-approved in writing by the District or permitted via the very limited exceptions identified in state and/or federal statute, including the requirement of security and crowd supervision which requires pre-approval by the District. Law enforcement is permitted to carry weapons upon school property as provided by Idaho law.
9. It is mutually agreed between the Owner and the Permittee that either party may terminate this agreement upon a twenty-four (24) hour notice prior to the scheduled event. If the District terminates the agreement and

revokes use/rental of a district facility, the District shall bear no liability for any cost, fee or loss incurred by the renting party associated with termination of the Agreement or the denial or revocation of use/rental of a District facility. In such situations, the District's sole liability to the renting/using party shall be limited to a return of any deposit paid to the District pursuant to the use/rental agreement, District Rental/Use of School District Facilities Policy or any other such associated agreement.

IN WITNESS WHEREOF, the parties hereby have set their hands and seals on this ____ day of _____, 20____.

PERMITTEE:

(Name of Organization)

Twin Falls School District No. 411

BY: _____
(Signature of Officer Responsible)

BY: _____
(School District Official)

Revised 10/10/16
Revised 1/8/18

**CONTRACT FOR USE OF SCHOOL DISTRICT NO. 411
BUILDINGS AND FACILITIES WAIVER OF
LIABILITY AND INDEMNITY AGREEMENT
READ THIS DOCUMENT CAREFULLY - BY SIGNING THIS AGREEMENT, YOU GIVE UP CERTAIN
RIGHTS AND ASSUME CERTAIN RESPONSIBILITIES**

In addition to the previously entered Facilities Use Agreement, I, _____, an agent or officer, acting for and on behalf of

_____, for and in consideration of the use
of the facilities of School District No. 411, located at _____, do by this document
(address of building or facility)

agree, on behalf of myself and the organization which I represent, to indemnify and hold harmless any employee, officer, servant, or agent of School District No. 411, including elected or appointed officials, and persons acting on behalf of School District No. 411 in any official capacity, temporarily or permanently in the service of School District No. 411, whether with or without compensation, from any and all manner of action or actions, cause or causes of action, suits, injuries, or any other claim or demands arising out of the use of any facility of School District No. 411.

THE UNDERSIGNED FURTHER AGREES

1. To indemnify and hold harmless School District No. 411, its agents, employees, and assigns from all manner, action or actions, cause or causes of action suits, injuries or any other claims or demands that may arise from any act of omission by an employee, agent, representative or any person acting for or on behalf of said School District concerning any claim, cause of action, suit, injury or damage arising out of the organization's use of the facilities of said School District.
2. The undersigned must have minimum liability insurance coverage of \$1,000,000 per occurrence and must identify the District as an additional insured under any applicable policy of insurance.
3. Neither the undersigned nor the organization which it represents shall be entitled to contribution or indemnification, or reimbursement for legal fees and/or expenses from the School District for any action, cause, suit, claims or demands brought against the organization arising out of the use of the facilities of the School District.
4. To immediately notify the School District of any conduct or circumstances which bring about an injury to persons or tangible property, describing the injury or damage to tangible property, stating the time and place of the injury or damage to tangible property, stating the time and place the injury or damage occurred, and stating the names of all persons involved.
5. To reimburse the School District for any damages or losses caused by the organization's use of school facilities, and agrees to promptly pay for said damages.
6. To obtain an individual waiver of liability from each participant of any program that involves the use of any facility of the School District if said waiver of liability is required by the School District.
7. In the event the School District shall be required to initiate legal action to enforce any and all terms of this agreement, the undersigned, on behalf of its organization, agrees to reimburse the School District for all legal expenses and costs reasonably incurred.
8. This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification of discharge is sought.
9. This agreement shall be governed by the laws of the State of Idaho.
10. In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this agreement.
11. To abide by the terms and provisions of the District's Policy regarding Rental/Use of School District Facilities, see entire policy summarized above at <https://www.tfsd.org/school-board/policy-manual/> as well as the previously entered Facilities Use Agreement.

This agreement shall be binding on the heirs, personal representatives, successors, and assigns of the parties to this agreement.

Dated this _____ day of _____, 20____, at _____, Idaho.

School District Official

Signature of Officer Responsible

Revised 10/10/16
Revised: 1/8/18

It is the priority of the Board of Trustees of this District to promote a safe learning environment for all students and staff. The Board recognizes that there may be emergency situations where it becomes necessary for a staff member to physically restrain or place a student in seclusion when the student's behavior poses an imminent risk of serious physical harm to self or others. The purpose of this policy is to ensure that all students and staff are safe in school, and that any student who may have a behavior crisis is free from the inappropriate use of physical restraint or seclusion.

The Board supports school-wide programs and services that promote positive student behavior to improve overall school safety and create an environment that is conducive to learning, while also minimizing the need for the use of physical restraint and seclusion and ensuring that they are only used as a last resort in an emergency situation.

DEFINITIONS

Aversive techniques are techniques using physical, emotional, or mental distress as a method of redirecting or controlling behavior.

Crisis intervention means the implementation of a predetermined strategy to mitigate immediate harm to students or staff in a behavioral crisis.

De-escalate means utilizing strategically employed verbal or non-verbal interventions to reduce the intensity of threatening behavior before a crisis situation occurs.

Emergency means a situation in which a student's conduct creates a reasonable belief that the student's conduct has placed the student or any other person in imminent danger of serious physical harm. An emergency requires immediate intervention.

Functional behavioral assessment (FBA) means the process of gathering and evaluating information that can be used to hypothesize about the function of student behavior and developing a behavior intervention plan (BIP).

Imminent means likely to happen right away or within a matter of minutes.

Positive behavioral interventions and supports means application of a broad range of systematic and individualized strategies for achieving important social and learning outcomes, while preventing problem behaviors by making them irrelevant, inefficient, and ineffective.

Restraint means a physical, mechanical, or chemical restraint used for the purpose of immobilizing or reducing an individual's freedom of movement for the purpose of preventing harm to students and others.

Physical restraint means immobilizing or reducing the ability of a student to move his or her torso, arms, legs, or head freely.

Physical restraint does not include:

1. Physical instructional prompts provided during the course of instruction, for the purpose of directing or assisting a student in completing a task or activity;
2. Briefly holding a student in order to calm or comfort the student;
3. Physical escort such as touching or holding a student's hand, wrist, ~~or~~ arm, shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location. ~~to escort the student safely from one area to another when the student is complying with the request to move;~~
4. Intervening in a physical fight;
5. Physically removing a weapon or dangerous object from a student's possession; and
6. Using protective or stabilizing devices, including adaptive equipment.

Mechanical restraint means using a device, object, or equipment to restrict a student's freedom of movement; not including the use of devices prescribed by a qualified health professional, vehicle restraints, or devices used by law enforcement officers.

Chemical restraint Chemical restraint is the intentional use of medication, including pills, tablets, needles and liquids, primarily to control or subdue a student's behavior.

Seclusion means involuntary confinement in a room or other space during which a student is prevented from leaving, or reasonably believes that he will be prevented from leaving, by means that include, but are not limited to, the following: (1) manually, mechanically, or electrically locked doors that, when closed, cannot be opened from the inside; (2) blocking or other physical interference by staff; or (3) coercive measures, such as the threat of restraint, sanctions, or the loss of privileges that the student would otherwise have, used for the purpose of keeping the student from leaving the area of seclusion. The term does not include a timeout, which is a behavior management technique used for the purpose of calming the student and involves the monitored separation of the student in a non-locked setting as part of an approved program.

APPROPRIATE USE OF PHYSICAL RESTRAINT OR SECLUSION

Each school will establish practices that have the goal of making the school climate and environment welcoming and supportive of learning, and promote the recognition and reinforcement of appropriate student behavior. It is expected that school staff will implement positive behavioral interventions and supports, functional behavioral assessments and related behavior plans, and utilize constructive methods to de-escalate potentially dangerous situations.

In the case of a student whose behavior impedes the learning of that student or others, consideration of the use of positive behavioral interventions and supports and other strategies to address that behavior will occur. The use of positive behavioral interventions is required for students on an IEP.

The use of any form of restraint or seclusion of a student, as defined in this policy, is prohibited except by appropriately trained District personnel in circumstances where the proportional restraint or seclusion is necessary because the student's conduct creates a reasonable belief in the perspective of the trained personnel, that the conduct has placed the student, employee, or any other individual in imminent danger of serious bodily harm. However, any District employee is authorized to utilize restraint in an emergency situation.

Restraint or seclusion should only be implemented in situations where a student's behavior poses an imminent danger of serious physical harm to self or others, and not as a routine strategy to

address instructional problems or inappropriate behavior.

The following guidelines apply to the use of physical restraint or seclusion:

1. Staff members will take reasonable efforts to prevent the need for the use of physical restraint or seclusion by implementing positive behavioral interventions and supports.
2. Staff members may only use physical restraint or seclusion in situations where the student's behavior poses an imminent danger of serious physical harm to themselves or others, and other interventions are ineffective.
3. Staff members will utilize the least restrictive technique necessary to end the threat of imminent danger of serious physical harm.
4. Staff members will carefully and continuously visually monitor the student when physical restraint or seclusion is used to ensure the appropriateness of its use and the safety of the student and others.
5. Staff members will immediately terminate the use of physical restraint or seclusion as soon as it is determined the student is no longer in imminent danger of serious physical harm to self or others, or if the student is observed to be in severe distress.
6. Staff members will document in writing each incident requiring physical restraint or seclusion.
7. Selected staff members will be trained on the appropriate use of effective alternatives to physical restraint and seclusion, and when appropriate, the safe use of physical restraint and seclusion. Only trained personnel will employ these interventions whenever possible.
8. Staff members will review and revise behavioral strategies as appropriate to address the underlying cause of the dangerous behavior, and to prevent the repeated use of physical restraint or seclusion for managing the dangerous behavior.
9. Parents will be notified verbally regarding physical restraint or seclusion as soon as possible and no later than 24 hours following the restraint or seclusion. (See section entitled "Notice to Parent/Guardian.")

PROHIBITED PRACTICES

The following are prohibited under all circumstances, including emergency situations:

Staff members are prohibited from using mechanical restraints (e.g., handcuffs or plastic straps) to restrict a student's freedom of movement, except as authorized by a licensed medical provider. This policy does not prohibit law enforcement from using physical or mechanical restraints in exercising their law enforcement duties.

Staff members are prohibited from using chemical restraints (i.e., drugs or medication) to control behavior or restrict freedom of movement. An exception is warranted as decided by a consultation between the IEP committee and a qualified health professional. In that case, drugs or medications

must be (1) prescribed by a qualified health professional, and
(2) administered as prescribed by the qualified health professional.

Staff members are prohibited from using aversive techniques (e.g., shaming or “wall sits”) to control behavior or restrict freedom of movement.

Staff members are prohibited from using physical restraint or seclusion techniques that restrict a student’s breathing or harm the student, and will be limited to using reasonable force when utilizing physical restraint or seclusion with a student. Specifically, the use of prone (i.e., lying face down) physical restraints ~~should be avoided~~ are prohibited.

Staff members are prohibited from employing physical restraint or seclusion procedures when a known psychiatric, medical or physical condition of the student would make physical restraint or seclusion dangerous for that student. For example, seclusion is inappropriate for students who are severely self-injurious or suicidal.

Staff members are prohibited from using any technique that is inconsistent with the student’s rights to be treated with dignity and to be free from abuse. The use of any technique that is abusive will be reported to the appropriate authorities.

Staff members are prohibited from using physical restraint or seclusion (1) as a form of punishment or discipline; (2) as a means of coercion, retaliation, or as a convenience; (3) as a planned behavioral intervention in response to behavior that does not pose imminent danger of serious physical harm to self or others; or (4) in a manner that endangers the student.

NOTICE TO ADMINISTRATOR

Staff members must notify the building administrator immediately when a student is physically restrained or placed in seclusion. The building administrator shall notify the Superintendent or designee as soon as possible and will provide the designee with a copy of the report of the events within 24 hours.

OBSERVATION OF STUDENT

Seclusion will not be used unless a staff member can continuously monitor the student for visual or auditory signs of physiological distress and can communicate with the student. A staff member will maintain continuous, direct visual and auditory contact with the student throughout the duration of any physical restraint or seclusion to ensure the appropriateness of its use and the safety of the student and others.

Students will be permitted to use the restroom upon request and will be escorted to and from the restroom. Students will also be provided water on request.

Monitoring will be conducted by a staff member who has received the required training to ensure the safety of the student and that procedures are appropriately implemented and documented.

SECLUSION AREA

Each school building must designate a clean and safe seclusion area intended for confining a

student without causing or allowing the student to harm themselves or others. The seclusion area will be of reasonable size; adequately lighted, ventilated, and heated/cooled; free from any objects or potential hazards that unreasonably expose the student or others to harm; permit direct, continuous visual and auditory monitoring of the student; must not be locked or prevent the student from exiting the area should an emergency arise; and comply with state and federal fire safety requirements. These areas should be welcoming and facilitate the calming and de-escalation of the student.

A staff member will be required to visually inspect the seclusion area before and after each use to determine whether the area is clean and safe, and address any concerns by cleaning the area and/or reporting the concerns to maintenance staff.

TIME AND DURATION

Physical restraint and seclusion should not be used any longer than necessary to allow a student to regain control of their behavior. The restraint or seclusion will end when the student is no longer an imminent threat to themselves or others.

~~If an emergency seclusion lasts longer than the suggested maximum time, the following are required: additional support (e.g., change of staff, introducing a specialist, or obtaining additional expertise) and documentation to explain the extension beyond the time limit.~~

REINTEGRATION INTO THE CLASSROOM

Staff members may make an independent judgment about when the student is ready to rejoin classmates or other activities. Reintegration may occur quickly, or may be very gradual, but will depend on the circumstances and the emotional state and readiness of the student to return to the normal situation.

INCIDENT REPORTING

Immediately after the student has restored emotional and behavioral control following the use of physical restraint or seclusion, a staff member not involved with the incident will visually examine the student to ascertain if any injury has been sustained during the physical restraint or seclusion.

The building administrator will verbally notify the parent/guardian as soon as possible and no later than 24 hours after the physical restraint or seclusion occurs.

The staff member(s) involved with the incident shall complete a written report as soon as possible after the incident. All use of physical restraint or seclusion procedures must be documented on TFSR Restraint and Seclusion Incident Report. The report will be completed within one school day of the incident.

The building administrator will place a copy of the report in the student's education file and enter the incident into the student management system, which will be made available to the student's parent/guardian.

Each staff member involved in an incident will engage in a debriefing session to determine what could have been done to prevent the need for use of physical restraint or seclusion for this student specifically and for other students in similar situations.

INCIDENT REPORT REQUIREMENTS

The following should be included in the incident report created after each instance of physical restraint or the use of seclusion:

1. Information about the student (i.e., name, grade, etc.).
2. If the student has a disability (IDEA or Section 504), and the type of disability.
3. The date and the start and end times of the restraint or seclusion.
4. The location of the incident.
5. A description of the incident.
6. A description of the dangerous behavior that resulted in the implementation of physical restraint or seclusion.
7. If applicable, a note that physical restraint or seclusion were not employed due to a psychiatric, medical, or physical condition of the student that would make physical restraint or seclusion dangerous for that student.
8. Possible events that triggered the dangerous behavior that led to the restraint or seclusion.
9. Prevention, redirection, or pre-correction strategies that were used during the incident.
10. A description of the restraint or seclusion strategies that were used during the incident and a log of the student's behavior during physical restraint or seclusion.
11. A description of any injuries or physical damage that occurred during the incident.
12. How the student was monitored during and after the incident.
13. A description of behaviors displayed demonstrating the student's ability to return to the educational environment.
14. The staff member(s) who participated in the implementation, monitoring, and supervision of physical restraint or seclusion and whether the person(s) had training related to restraint or seclusion.
15. The extent to which the staff member(s) adhered to the procedural implementation guidelines.
16. The follow-up that will occur to review or develop the student's positive behavioral interventions and supports in order to avoid the use of restraint or seclusion in the future.
17. The date and time the parent/guardian was notified.

NOTICE TO PARENT/GUARDIAN

The building administrator will verbally notify the parent/guardian of a student requiring physical restraint or seclusion as soon as possible and no later than 24 hours following the incident. Verbal notice will include a brief summary of the incident and contact information for the staff member who will provide additional information. The delivery of the verbal notice will be documented by the building administrator.

Verbal notice will be provided via telephone. In the event a building administrator is unable to speak directly to the parent via telephone, a message will be left on the individual's voicemail, if available. If unable to reach the parent via telephone or leave a message on voicemail, the building administrator will send an e-mail to the parent, if the e-mail address is known.

The building administrator will place a copy of the incident report in the student's education file, which will be made available to the student's parent/guardian.

Parents/guardians will receive written, annual notice about the District's policies and procedures for restraint and seclusion. These policies will be available with other school Board policies to all parents electronically via our website or as a hard copy on request.

CRISIS INTERVENTION TRAINING

Any teachers and other personnel who are likely to make a decision as to whether to restrain or confine a student will complete crisis intervention training on the appropriate use of effective alternatives to physical restraint and seclusion, and in cases involving imminent danger of serious physical harm, on the safe use of physical restraint and seclusion. A list of trained personnel and their contact information shall be posted in the office and made available to teachers. Training in crisis intervention may include, but is not limited to:

1. Evidence-based skills training related to positive behavioral interventions and supports, safe physical escort, crisis prevention, understanding antecedents, de-escalation strategies, and conflict management;
2. Evidence-based techniques shown to be effective in the prevention of physical restraint and seclusion, including techniques to identify events and environmental factors that may trigger emergency safety situations;
3. Evidence-based techniques shown to be effective in keeping both school personnel and students safe when imposing physical restraint or seclusion;
4. Techniques to identify dangerous behaviors, as well as methods for evaluating the risk of harm to determine whether the use of physical restraint or seclusion is warranted;
5. The risk of using physical restraint or seclusion in consideration of a student's known and unknown psychiatric, medical, and physical limitations;
6. First aid and cardiopulmonary resuscitation (CPR); and
7. The requirements of this policy and the procedures to be followed in cases of physical

restraint and seclusion.

Employees not trained in restraint and seclusion use shall be trained on how to respond when they believe use of restraint or seclusion is necessary. Restraint and seclusion techniques will only be utilized by a person who has been trained in crisis intervention. Other school personnel may employ physical restraint and seclusion procedures only in rare and clearly unavoidable emergency circumstances when fully trained school personnel are not immediately available. Untrained staff should request assistance from trained staff as soon as possible.

MONITORING AND REPORTING

The Superintendent or designee will oversee the use of physical restraint and seclusion procedures and ensure compliance with this policy in the District. The Superintendent or designee will comply with all state and federal requirements for reporting incidents of physical restraint or seclusion.

The building administrator will oversee the use of physical restraint and seclusion procedures and ensure compliance with this policy within the school.

ANNUAL POLICY REVIEW

The District will annually review this policy and related procedures to determine the efficacy of the policy and procedures; whether modification of the policy or procedures is necessary; and whether selected school staff should receive additional training on positive behavior intervention and supports, or the proper use of restraint and seclusion. The review must include a review of the documentation and reporting of incidents involving physical restraint and seclusion.



Legal References: I.C. § 33-512 Governance of Schools
I.C. § 33-1612 Thorough System of Education
~~IDAPA Proposed Rule 08.02.03.160-161 (Aug. 11-12, 2010)~~
U.S. Dept. of Ed., *Restraint and Seclusion: Resource Document* (2012),
<http://www.ed.gov/policy/restraintseclusion>.
Council for Exceptional Children: Position on Restraint and Seclusion
Procedures in School Settings (2020)
<https://exceptionalchildren.org/sites/default/files/2020-11/Restraint%20and%20Seclusion-2020.pdf>
34 C.F.R. §300.324(a)(2)

Policy History

ADOPTED: 01/10/11

EMT

REVISED: 07/08/13

10/12/15

7/12/21

8/08/22

In May 2012, the Office of Special Education Programs (OSEP) of the U.S. Department of Education released *Restraint and Seclusion: Resource Document*. The document identifies 15 principles for states, local school Districts, parents/guardians, and other stakeholders to consider when developing and implementing policies and procedures related to physical restraint and seclusion. Idaho does not currently have any state statutes, regulations, or policies addressing this issue. Although the Idaho State Board of Education released a set of proposed rules in 2010 regarding the use of physical restraint and seclusion, the proposed rules were never promulgated. This policy was drafted to meet the requirements of the proposed rules, dated August 11-12, 2010, and is based on the principles as set forth in the above-mentioned resource document.

Suicide

It is the intent of the Twin Falls School District to protect the health of its pupils. As such, and as directed by Idaho Code, the District has established a policy addressing suicide prevention, intervention, and postvention procedures. Notwithstanding, neither a school district nor a teacher has a duty to warn of the suicidal tendencies of a student absent the teacher's or school district's knowledge of direct evidence of such suicidal tendencies. The Board directs the Superintendent or designee to draft and implement internal procedures and processes relating to:

1. Suicide prevention;
 2. Suicide intervention; and
 3. Suicide postvention.
-
1. Prevention procedures may include but are not limited to, direction for school and the appropriate school staff members to:
 - A. Offer and provide help and assistance, including early identification;
 - B. Support and/or counsel students;
 - C. Provide referral to appropriate sources outside the school;
 - D. Designate staff members who will be responsible for planning and coordinating the implementation of district procedures addressing suicide. This will typically be the school counselors in coordination with the building administrators;
 - E. Encourage staff to report to the counselor, students they believe may be at elevated risk of suicide. This will typically be done by the building administrator;
 - F. Provide additional training on suicide prevention for all staff for whom such training is deemed necessary; and
 - G. Offer resources to parents/guardians on suicide prevention.
 2. Intervention procedures may include but are not limited to, direction for the school and the appropriate school staff members to:
 - A. Contact the parents/guardians of students suspected as any risk of suicide. The purpose of reporting any risk-assessment results to parents/guardians is to underscore the need for parents/guardians to act, not to report a judgment of risk;
 - B. Contact emergency services to assist a student who is at any risk of suicide, when appropriate;
 - C. Provide first aid until emergency personnel arrive, when appropriate; and
 - D. Move other students away from the immediate area of any suicide attempt on District property or at a District event.
 3. Postvention in the event of a death by suicide procedures may include but are not limited to, direction for school and the appropriate school staff members to:

- A. Provide after-care support for faculty, staff, and students after a sudden death has occurred;
 - B. Adhere to the procedures provided in the Emergency Response Manual; and
 - C. Offer mental health services and/or mental health resources to students likely to be strongly affected by a recent death.
- 4. Postvention in the event of a suicide attempt procedures may include but are not limited to, direction for school and the appropriate school staff members to:
 - A. Require from parents a discharge summary or documentation from an outside counselor or doctor prior to a student who has attempted suicide returning to the school building; and
 - B. Establish a system of support or re-entry plan for the student upon their return.

District personnel shall attend to the rights of the student and his or her family.

The District shall comply with all requirements of State law and administrative rules for training by personnel on suicide prevention and awareness.



Legal References:	I.C. § 33-136	Suicide Prevention in Schools
	I.C. § 33-512B	Suicidal Tendencies – Duty to Warn
	I.D.A.P.A. 08.02.03.160	Safe Environment and Discipline

Policy History

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ISBA

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 5/13/19
 6/13/22

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 **per instance**), 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. Absence due to illness, injury, surgery, maternity, paternity, adoption, quarantine, or disability of that employee's children, spouse, significant other, parents, parents-in-law, siblings, grandparents, and grandchildren. 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.
2. 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.
3. 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.

4. Application for use of the NCSLB will be made to the NCLSB Committee (NCLSB), 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.
5. 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.
6. 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.

7. 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.

8. 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.



Cross References: 5900 Collective Bargaining Agreement
5404 Bereavement Leave

Procedure History

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EMT

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10/8/12
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