

## **MEMORANDUM**

**To:** Board of Trustees  
Twin Falls School District 411  
**From:** Eva Craner, Director of Public Relations  
**Re:** Policy Updates  
**Date:** May 8, 2023

### **Annual Review:**

2420 Parent and Family Engagement  
2420P Family Engagement Guidelines

### **First Reading:**

#### **Administrative Updates:**

2700P Graduation Requirements  
3285 Relationship Abuse and Sexual Assault Prevention and Response  
3295 Hazing, Harassment, Intimidation, Bullying, and Cyber Bullying  
3305 Prohibition of Tobacco Possession and Use DELETE  
3321 Student Drug, Alcohol, and Tobacco Use  
3321P Student Drug, Alcohol, and Tobacco Use DELETE  
3580 Relations with Non-Custodial Parents  
5424 Absence Without Pay for Non-Certified Employees  
7500 New Fees or Increase of Fees

### **Second 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

### District-Level Policy Development

The District may receive Title I funds only if it conducts outreach consistent with federal law to all parents and family members and implements programs, activities, and procedures for the involvement of parents and family members in programs assisted under Title I. Such programs, activities, and procedures shall be planned and implemented following meaningful consultation with the parents of participating children.

The District shall develop jointly with, agree on, and distribute to, parents and family members of participating children a written parent and family engagement policy. The policy will establish the District's expectations and objectives for meaningful parent and family involvement, and specifically describe how the District will:

1. **Demonstrate Joint Development of Engagement Plan:** The District shall involve parents and family members in jointly developing the District's Plan;
2. **Coordinate Assistance and Support:** The District shall provide the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the District in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education;
3. **Coordinate with Other Programs:** The District shall coordinate and integrate its parent and family engagement strategies to the extent feasible and appropriate, with the District's other relevant federal, state, and local programs;
4. **Conduct Annual Program Evaluation:** The District shall conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of its parent and family engagement policy in improving the academic quality of all its schools receiving Title I funds, including identification of:
  - A. The barriers to greater participation by parents in improvement plan activities (with particular attention paid to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background);
  - B. The needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and
  - C. The strategies that will be implemented to support successful school and family interactions.

5. **Implement Evaluation Findings:** The District shall use the findings of the evaluation performed pursuant to Paragraph 4, above, to design evidence-based strategies for more effective parental involvement, and to revise, if necessary, the District's parent and family engagement policy described herein; and

6. **Establish a Parent Advisory Board:** The District shall involve parents in the activities of the schools receiving Title I funds, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the District to adequately represent the needs of the population served by the District for the purpose of developing, revising, and reviewing the District's Parent and Family Engagement Policy.

#### School-Level Policy Development

Each Title I school shall jointly develop with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed on by such parents, that shall describe the means for carrying out the requirements of paragraphs 1 through 4 below. Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school. In the event a school has an existing parent and family engagement policy that applies to all parents and family members, that school may amend its policy, if necessary, to meet the requirements of this policy. Similarly, if the District has an existing district-level parent and family engagement policy that applies to all parents and family members in all schools served by the District, it may amend that policy, if necessary, to meet the requirements of this policy.

1. **Parental Involvement:** All District schools receiving Title I funds shall:

A. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's programs, to explain the requirements of this policy, and the right of the parents to be involved;

B. Offer a flexible number of meetings, such as meetings in the morning or evening, and may provide, with reserved Title I funds, transportation, child care, or home visits, as such services relate to parental involvement;

C. Involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of the District's and school's available programs, including the planning, review, and improvement of the school's parent and family engagement policy and the joint development of the school-wide program plan, except that if a school has in place a process or procedure for involving parents in the joint planning and design of the school's programs, the school may use that process or procedure, if such existing process or procedure already includes an adequate representation of parents of Title I qualifying children;

D. Provide parents of participating children:

I. Timely information about qualifying programs;

II. A description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging State academic standards; and

III. If requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible.

E. If the school-wide program plan is not satisfactory to the parents of participating children, the school shall submit any and all parent comments on the plan to the District at the time the school first makes the plan available to the District.

2. **School-Parent Compact to Achieve High Student Academic Achievement:** As a component of the school-level parent and family engagement policy developed under this policy, each school shall jointly develop with the parents of Title I children a school-parent compact that describes how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and identify the means by which the school and parents will build and develop a partnership to help children achieve the challenging state academic standards. Such compact shall:

A. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children to meet the challenging State academic standards, and the ways in which each parent will be responsible for supporting their children's learning; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time;

B. Address the importance of communication between teachers and parents on an ongoing basis through, at a minimum:

I. Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement;

II. Frequent reports to parents on their children's progress;

III. Reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities; and

IV. Ensuring regular two-way, meaningful communication between family members and school staff and, to the extent practicable, in a language that family members can understand.

## District and School-Level Development

1. **Empowering Parents:** To ensure effective involvement of parents and to support a partnership among the school, parents, and the community to improve student academic achievement, both the District and each school within the District:
  - A. Shall provide assistance to parents of children served by the school or District, as appropriate, in understanding such topics as the challenging state academic standards, state and local academic assessments, the requirements of this policy, and how to monitor a child's progress and work with educators to improve the achievement of their children;
  - B. Shall provide materials and training to help parents work with their children to improve their children's achievement, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement;
  - C. Shall educate teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of parental participation, and in how to reach out to, communicate with, and work with parents as equal partners, to implement and coordinate parent programs, and to build ties between parents and the schools;
  - D. Shall, to the extent feasible and appropriate, coordinate and integrate parental involvement in programs and activities with other available federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents to more fully participate in the education of their children;
  - E. Shall ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand;
  - F. May involve parents in the development of training for teachers, principals, and other educators to improve the effectiveness of such training;
  - G. May provide necessary literacy training for parents from Title I funds in the event the District has exhausted all other reasonably available sources of funding for such training;
  - H. May pay reasonable and necessary expenses associated with local parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;
  - I. May train parents to enhance the involvement of other parents;
  - J. May arrange school meetings at a variety of times, or conduct in-home conferences between teachers or other educators, who work directly with participating children, with parents

who are unable to attend such conferences at school, in order to maximize parental involvement and participation;

K. May adopt and implement model approaches to improving parental involvement;

L. May establish a districtwide parent advisory council to provide advice on all matters related to parental involvement in programs supported under Title I;

M. May develop appropriate roles for community-based organizations and businesses in parent involvement activities;

N. Shall provide such other reasonable support for parental involvement activities under this section as parents may request; and

O. Shall inform parents and organizations of the existence of the program.

2. **Accessibility of Information for Parents:** In carrying out the parent and family engagement requirements of this policy, the District and participating schools, to the extent practicable, shall provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports in a format and, to the extent practicable, in a language such parents understand.



**Cross Reference:** 4160 Parents Right to Know Notices

**Legal Reference:** 20 U.S.C. § 6311 State Plans  
20 U.S.C. § 6312 Local Education Agency Plans  
20 U.S.C. § 6318 Parental Involvement

Policy History:

**ADOPTED:** 10/9/17

ISBA

**REVISED:** 8/08/22

In order to achieve the level of family engagement outlined in District Policy 2420, these procedures guide the development of each school's annual parental involvement plan designed to foster a cooperative effort among parents, school, and community.

Parent involvement activities developed at each school will include opportunities for the following:

1. Volunteering;
2. Parent education;
3. Home support for the child's education; and
4. Parent participation in school decision making.

The District will provide opportunities for professional development and resources for staff and parents/community regarding effective parent involvement practices. The District encourages schools to include family literacy when a substantial number of students have parents who do not have a secondary school diploma or its recognized equivalent or have low levels of literacy.

### Roles and Responsibilities

#### **Students**

It is the responsibility of the student to:

1. Cooperate with school personnel and be responsible for their behavior;
2. Complete all homework assignments on time;
3. Participate to the best of their ability in all classes;
4. Read independently or with family on a regular basis; and
5. Let teachers, school counselors, and family know when they need help.

#### **Parents**

It is the responsibility of the parent to:

1. Actively communicate with school staff;
2. Be aware of policies, rules, and regulations of the school and District;
3. Take an active role in the child's education by reinforcing at home the skills and knowledge the student has learned in school;
4. Take an active role in assuring that the child is prepared to attend school each day; and
5. Utilize opportunities for participation in school activities.

#### **Staff**

It is the responsibility of staff to:

1. Work with parents to develop and implement a school plan for parent involvement;
2. Promote and encourage parent involvement activities;
3. Effectively and actively communicate with all parents about skills, knowledge, and attributes students are learning in school and suggestions for reinforcement; and

4. Send information to parents of Title I children in a format and, to the extent practicable, in a language the parents can understand.

## **Community**

Community members who volunteer in the schools have the responsibility to:

1. Be aware of the policies, rules, and regulations of the school and District; and
2. Utilize opportunities for participation in school activities.

## **Administration**

It is the responsibility of the administration to:

1. Provide coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the District to plan and implement effective parent and family involvement activities to foster improved student academic achievement and school performance;
2. Provide training and space for parent involvement activities;
3. Provide resources to support successful parent involvement practices;
4. Provide in-service education to staff regarding the value and use of contributions of parents and how to reach out to, communicate, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school;
5. Send information to parents of Title I children in a format and, to the extent practicable, in a language the parents can understand;
6. Develop jointly with, agree on, and distribute to, parents and family members of participating children a written parent and family engagement policy;
7. Coordinate and integrate its Title I parent and family engagement strategies with the parent and family engagement strategies of the District's other relevant programs; and
8. Create and support a Parent Advisory Board comprised of a sufficient number and representative group of parents or family members served by the District to adequately represent the needs of the population served by the District for the purpose of developing, revising, and reviewing the District's Parent and Family Engagement Policy; and
9. Ensure that each school in the District jointly develops with the parents of Title I children a school-parent compact that describes how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and identifies the means by which the school and parents will build and develop a partnership to help children achieve the challenging State academic standards and includes the requirements of District Policy 2420.



**Cross Reference:** 2420 Parent and Family Engagement

Procedure History:

**ADOPTED:** 10/9/17

**ISBA:**

**REVISED:** 8/08/22



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

<b>Content Area</b>	
Core of Instruction	<b>36 credits (minimum)</b>
Electives	<b>16 credits (minimum)</b>
Total Credits	<b>52 credits (minimum)</b>
Language Arts ( <i>English – 8 credits and Speech – 1 credit</i> )	<b>9 credits</b> <ul style="list-style-type: none"> <li>• Classes must be taken over 4 years and must include: <ul style="list-style-type: none"> <li>○ English 9/Honors English 9 - 2 credits</li> <li>○ English 10/Honors English 10 – 2 credits</li> <li>○ English 11/Advanced Placement English 11 – 2 credits</li> <li>○ English 12/ Advanced Placement English 12 – 2 credits</li> <li>○ Speech – 1 credit</li> </ul> </li> </ul>
Mathematics	<b>6 credits</b> <ul style="list-style-type: none"> <li>• Algebra I (or meets Algebra I standards) – 2 credits AND</li> <li>• Geometry (or meets Geometry standards) – 2 credits OR</li> <li>• Integrated Math I – 2 credits AND</li> <li>• Integrated Math II – 2 credits <i>The combination of Integrated Math I and II meet the standards of Algebra and Geometry</i></li> <li>• Secondary Mathematics of the student's choice – 2 credits</li> <li>• Dual credit engineering and computer science courses aligned to the state standards for grades 9 through 12, including AP Computer Science and dual credit Computer Science courses may be counted as a mathematics credit if the student has completed Algebra II (or equivalent integrated mathematics) standards.</li> <li>• Students are encouraged to take math their senior year.</li> </ul> <p><i>*Students who choose to take Computer Science and Dual Credit Engineering may not concurrently count such courses as both a mathematics and science credit</i></p>
Science	<b>6 credits</b> <ul style="list-style-type: none"> <li>• 4 credits shall be laboratory sciences</li> </ul>
Social Studies ( <i>Must include U.S. History – 4 credits, and American Government – 2 credits</i> )	<b>7 credits</b> <ul style="list-style-type: none"> <li>• Students must pass the U.S. citizenship test</li> <li>• History (9<sup>th</sup> grade) – 1 credit</li> <li>• U.S. History (10<sup>th</sup> grade) – 2 credits</li> <li>• U.S. History/Advanced Placement U.S. History (11<sup>th</sup> grade) 2 credits</li> <li>• American Government/ Advanced Placement American Government (12<sup>th</sup> grade) 2 credits</li> </ul>

Marketing Economics/Macro Economics	<b>1 credit</b>
Humanities ( <i>Interdisciplinary Humanities, Fine Arts or Foreign Language</i> )	<b>2 credits</b> <ul style="list-style-type: none"> <li>• 2 consecutive years of world language are encouraged</li> <li>• The following courses will satisfy the two (2) humanities credits: 2D &amp; 3D Design, Pottery I II &amp; III, Digital Imaging, Bella Voce, Concert Choir, Chamber Singers, Symphony Band, Orchestra, World Language, Creative Writing I &amp; II, Drawing &amp; Painting I, II, III, and IV, Studio Art III and IV, Digital Art and Design I, II, III, and IV, Wind Ensemble, Varsity Band, Theater I, II, and III, Studio V, Production and Design.</li> </ul>
Computer Courses	<b>2 Credits</b> <ul style="list-style-type: none"> <li>• Beginning Office (or meets the Beginning Office standards) 1 credit</li> <li>• The second credit may be earned from a list of courses determined by the principals and department leaders. The list of courses will be published each year in the registration handbook.</li> </ul>
Health and PE	<b>3 credits</b> <ul style="list-style-type: none"> <li>• Health – 1 credit</li> <li>• Each student shall receive a minimum of one (1) class period on psychomotor cardiopulmonary resuscitation (CPR) training as outlined in the American Heart Association (AHA) Guidelines for CPR to include the proper utilization of an automatic external defibrillator (AED) as part of the Health course.</li> <li>• PE – 2 credits</li> <li>• <del>One PE credit must be in 10<sup>th</sup>, 11<sup>th</sup>, or 12<sup>th</sup> grade</del></li> <li>• Students participating in one (1) season in any sport recognized by the Idaho High School Activities Association or club sport recognized by the local school district, or 18 weeks of a sport recognized by the local school district may choose to substitute participation up to one (1) credit of physical education.</li> </ul>
Electives	<b>16 credits</b> 9 <sup>th</sup> grade transitions course (may be listed as different names at each high school) – 2 credits
Postsecondary Readiness Plan	4-Year Learning Plan This should typically be completed by the end of 8th grade
Senior Project	Required to include an oral presentation and written report by the end of grade 12.
ISAT	Pass the ISAT with a score of Proficient or Advanced in Reading, Math, and Language Usage.

## Magic Valley H.S. Graduation Requirements

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

### Credits Obtained by Demonstrating Mastery

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

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

### Course Load

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

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

### Middle School Credit

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

### Senior Project

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

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

### Idaho Standards Achievement Test (ISAT)

Students must take the Idaho Standards Achievement Test (ISAT) during a student's 11<sup>th</sup>-grade year and (starting with the class of 2026) receive a proficient score as defined by Idaho Standards Achievement Test's Achievement Level Descriptors in Reading, Math, and Language Usage.

If the student does not attain the required score during their 11<sup>th</sup> grade year, they will take the Idaho Standards Achievement Test (ISAT) in their 12<sup>th</sup> grade year and must receive the proficient score, as defined above unless the student is exempt under the following conditions:

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

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

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

The alternative must contain multiple measures of student achievement.

1. The alternative must be aligned, at a minimum, to tenth grade state content standards for the subject matter in question.
2. The alternative must be valid and reliable.
3. At least ninety percent (90%) of the criteria of the alternative, or combination of measures, must be based on academic proficiency and performance.

### Civics Test

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

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

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

### Waiver of Requirement

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

### Credit Calculation

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

### Alternative Programs

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

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

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

All classes attempted at District high schools and all acceptable transfer credits shall be recorded on the transcript. All grades earned, including failures and retakes, shall be recorded as such and utilized in the calculation of Grade Point Average (GPA) and class rank. Credit shall be awarded only once regardless of repetition of the course.

#### Class Rank (Grade Point Average)

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

#### Early Graduation or Flexible Schedule

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

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

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

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

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

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

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

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

### Failure to Complete

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

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

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



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

**Legal Reference:** I.C. § 33 4601, *et seq.* Advanced Opportunities  
§ 33-6101 Opportunities for College and Career Ready Students  
IDAPA 08.02.01.350 Early Graduation  
IDAPA 08.02.03.105 High School Graduation Requirements  
IDAPA 08.02.03.107 Middle Level Credit System

Procedure History

**ADOPTED:** 8/11/14

TFSD & ISBA

**REVISED:** 3/14/16

9/12/16

7/25/18

5/13/19

03/9/20

7/13/20

7/12/21

4/11/22

8/08/22



The Board endeavors to take steps to prevent and respond to known instances of relationship abuse and sexual assault. Such conduct is strictly prohibited and shall not be tolerated on District premises, including, but not be limited to buildings, facilities, and grounds on the District campuses, school buses, and District parking areas. Moreover, such conduct will not be tolerated at any District sponsored activities, regardless of location. However, any instance, regardless of location or connection with District operations, that impacts the educational process or any school-related activity is also subject to this policy.

Relationship abuse includes the intentional use of physical, sexual, verbal, or emotional abuse or violence to harm, threaten, intimidate, or control another person in a current or past dating relationship. Sexual assault includes sexual violence, sexual abuse, sexual stalking, and rape. The majority of these instances are dealt with utilizing Procedure 3085P Title IX Sexual Harassment Grievance Procedure as described below. If the Title IX Coordinator determines that an alleged infraction does not fall within the scope of Procedure 3085P to address, it may be addressed through this policy.

Students whose behavior is found to be in violation of this policy will be subject to discipline, up to and including expulsion. Third parties whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the Superintendent or Board.

Students, staff members, or third parties may also be referred to law enforcement officials.

Any of the District's employees who have reason to believe that a child under the age of 18 years of age has been abused, abandoned, or neglected or has been subjected to conditions which would reasonably result in abuse, abandonment, or neglect, the school shall follow appropriate reporting requirements pursuant to the Child Protective Act. Employees shall also report the incident to the District's Title IX coordinator or deputies, as described in Policy 3085.

The Superintendent is hereby directed to develop administrative procedures to implement this policy while recognizing that some violations of this policy may fall within the scope of Procedure 3085P Title IX Sexual Harassment Grievance Procedure. Procedures shall include descriptions of prohibited conduct, the definition of abuse pursuant to the Child Protective Act, reporting and investigative procedures, prevention and response procedures, and provisions to ensure notice of this policy is provided to students.

The Board shall review this policy annually.

#### Addressing Sexual Harassment/Assault

Any person wishing to report an instance of sexual harassment/assault may do so in accordance with Policy 3085.

If the Title IX Coordinator determines that an alleged infraction does not fall within the scope of Procedure 3085P to address, it may be addressed through this policy by following the Uniform Grievance Procedure. The District shall maintain the confidentiality of all parties involved, as far as possible, and may notify individuals of what information may need to be disclosed in the course of the investigation, to whom, and why. The District shall take steps to prevent retaliation toward individuals who file a complaint. The District shall immediately act to provide supportive measures, without waiting for the completion of the investigation, and shall notify the individual of any services available to assist him or her.

Such supportive measures during or following an investigation may include:

1. Providing an effective escort to ensure the complainant can move safely between classes and activities;
2. Ensuring that the complainant and the perpetrator or alleged perpetrator do not share classes, extracurricular activities, or a school;
3. Provision of victim services such as medical, counseling, and academic support services;
4. Arranging for the complainant to have extra time to complete or retake a class without academic penalty;
5. Disciplinary action against the perpetrator;
6. Counseling for the perpetrator;
7. Conducting training with a group of students if, for example, the sexual violence created a hostile environment within a particular grade level or on a sports team;
8. Ensuring the school has access to a counselor trained to assist victims of sexual violence;
9. Training employees on how to handle reports of sexual violence;
10. Informing students about the problem of sexual violence and how to seek assistance;
11. Conducting bystander intervention and sexual assault prevention programs with students;
12. Involving a law enforcement official or school resource officer when the behavior might be illegal;
13. Issuing official statements that the District will not tolerate and will respond to any incidents of sexual violence; and
14. Assessing the school climate to determine whether the campus is free of sexual violence and determining what steps should be taken to address any problems.

Following the investigation, to the extent possible and not in violation of any applicable law, the complainant shall be notified of the outcome of the complaint, including whether the investigation determined that the alleged conduct occurred, remedies being offered to the complainant, any sanctions imposed on the perpetrator that directly relate to the complainant, and any other steps taken to eliminate the hostile environment or prevent a recurrence.



**Cross References:** 4120 Grievance Procedure  
3085 Sexual Harassment, Discrimination and Retaliation Policy  
3085P Title IX Sexual Harassment Grievance Procedure, Requirements and Definitions

**Legal References:** I.C. § 16-1601 et seq. Child Protective Act  
I.D.A.P.A. 08.02.03.160 Safe Environment and Discipline

Policy History

**ADOPTED:** 10/13/14

ISBA

**REVISED:** 1/11/21

The Board of Trustees is committed to providing a positive and productive learning and working environment. As defined in Procedure 3295P, hazing, harassment, intimidation, cyber bullying, or bullying, by students or third parties is strictly prohibited and shall not be tolerated in the District. This includes actions on school grounds, school property, school buses, at school bus stops, at school-sponsored events and activities, and through the use of electronic technology or electronic communication equipment on school computers, networks, forums, or mailing lists and actions at locations outside of those listed above that can be reasonably expected to materially and substantially interfere with or disrupt the educational environment of the school or impinge on the rights of other students at school.

The Board expects all students to treat each other with civility and respect and not to engage in behavior that is harmful to another student or the property of another student. The Board expects students to conduct themselves in keeping with their level of maturity, with a proper regard for the rights and welfare of other students, for school personnel, and for the educational purpose underlying all school activities.

#### Discipline

Students whose behavior is found to be in violation of this policy will be subject to discipline and graduated consequences, up to and including expulsion consistent with the Board's policy on student discipline. Third parties whose behavior is found to be in violation of this policy shall be subject to appropriate sanctions as determined and imposed by the Superintendent or Board.

Students or third parties may also be referred to law enforcement officials.

#### Notification

Information on the District's bullying policy and relevant procedures shall be provided in writing at the beginning of each school year to school personnel, parents, and students in the District and included in student handbooks. Information provided to students shall be provided in a manner appropriate to the student's age, grade, and level of academic achievement.

#### Procedures

The Superintendent is directed to develop administrative procedures to implement this policy. Procedures shall include descriptions of prohibited conduct, reporting and investigative procedures, rules for disciplining students who violate this policy, and provisions to ensure notice of this policy is provided to students, teachers, and third parties.

#### Reporting

The District shall annually report bullying incidents to, and in the manner and on the form provided by, the State Department of Education.

The Board shall review this policy annually.



**Cross Reference:** 3330 Student Discipline  
3295P Hazing, Harassment, Intimidation, Bullying, Cyber Bullying  
5265 Employee Responsibilities Regarding Student Harassment,  
Intimidation, and Bullying

**Legal References:** I.C. § 18-917 Hazing  
I.C. § 18-917A Student Harassment – Intimidation – Bullying  
I.C. § 33-205 Denial of School Attendance  
I.C. § 33-512 Governance of Schools  
I.C. § 33-1631 Requirements for Harassment, Intimidation, and Bullying  
Information and Professional Development  
I.C. § 67-5909 Acts Prohibited  
20 U.S.C. § 1681, et seq. Title IX of the Educational Amendments  
34 CFR Part 106 Nondiscrimination on the Basis of Sex in Education  
Programs or Activities Receiving Federal Financial Assistance  
I.D.A.P.A. 08.02.03.160 Safe Environment and Discipline

Policy History

**ADOPTED:** 8/11/14

ISBA

**REVISED:** 10/12/15

~~The Board recognizes that tobacco use by students presents a health and safety hazard that can have serious consequences for both users and nonusers and the school environment.~~

~~The Board prohibits tobacco use and possession by students at any time in a school building or on any school property, bus, van, or vehicle that is owned, leased, or controlled by the District. Tobacco use and possession by students is also prohibited at school-sponsored activities that are held off school property.~~

~~The District may initiate discipline according to the District's Student Discipline policy and/or prosecution of a student who possesses or uses tobacco in violation of this policy.~~

**Definition**

~~For the purposes of this policy, tobacco use shall be defined as the use and/or possession of a lighted or unlighted cigarette, cigar, pipe, smokeless tobacco in any form, and other smoking products specifically including electronic cigarettes, electronic nicotine delivery systems, or vaporizer smoking devices.~~



**Cross Reference:** ~~3321 Student Drug, Alcohol, and Tobacco Use~~  
~~3330 Student Discipline~~

**Legal Reference:** ~~I.C. §39-5703 Possession, Distribution, or Use by a Minor~~

**Policy History**

**ADOPTED:** ~~12/9/13~~

**ISBA**

**REVISED:** ~~8/11/14~~

~~9/14/15~~

## **PHILOSOPHY**

~~It is the Idaho Legislature's intent that parental involvement in all aspects of a child's education in Idaho public schools be part of each District's policy. Drug prevention programs and counseling for students, including those over the age of eighteen (18) who continue to be enrolled, under the custody and care of the schools are included in this intent.~~

The Board of Trustees recognizes that student use of chemical substances, including alcohol, tobacco, nicotine, and e-cigarettes, is a serious problem of utmost concern ~~in our society~~. Drug, alcohol, ~~and tobacco, and nicotine~~ use is detrimental to a state of well-being and undermines the aim of education, which is to enable individuals to develop to their full potential. The District seeks to ensure the highest standards of learning in the classroom and recognizes that use of chemical substances—including alcohol, tobacco, nicotine, and controlled substances—creates educational, economic, and legal problems.

### **Non-Students**

Law enforcement officials will be notified of non-students on school property using, possessing, or distributing a controlled substance/drug.

## **DEFINITIONS**

“Controlled substances” include, but are not limited to, opiates, opium derivatives, hallucinogenic substances, including cocaine and cannabis and synthetic equivalents of the substances contained in the plant, any material, compound, mixture or preparation with substances having a depressant effect on the central nervous system, and stimulants.

“Course of conduct” involves a pattern or series of acts over a period of time, however short, evidencing a continuity of purpose. Course of conduct does not include constitutionally and statutorily protected activity.

“Drug” includes any alcohol or malt beverage, any tobacco or e-cigarette product, any nicotine product or nicotine delivery system, any controlled substance, any illegal substance, any abused substance, any substance which is intended to alter mood, and any medication not prescribed by a physician for the student in possession of the medication.

“Tobacco and Nicotine” includes lighted or unlighted cigarettes, cigars, pipes, smokeless tobacco in any form, other smoking products, electronic cigarettes, nicotine delivery systems, or vaporizer smoking devices.

“Intentionally harass” means a knowing and willful course of conduct directed at a specific student which seriously alarms, annoys, threatens, or intimidates the student and which serves no legitimate purpose. The course of conduct must be such as would cause a reasonable person to suffer substantial emotional distress.

“Reasonable suspicion” means an act of judgment by a District employee or independent contractor that leads to a reasonable and prudent belief that a student is in violation of this policy or the “use” or “under the influence” provisions of Idaho Code Section 37-2732C, which defines controlled substances. Such act of judgment is based on the employee’s or independent contractor’s training in recognizing the signs and symptoms of alcohol and controlled substance use. The fact that a student has previously disclosed use of a controlled substance will not be deemed a factor in determining reasonable suspicion at a later date.

“School premises” includes all buildings, facilities, and property owned or leased by the District, school buses and other school vehicles, and the location of any school-sponsored activity or function. School premises also include locations near the school campus when the student is on their way to and from school.

## **POLICY**

Students attending school in this District will not use, possess, sell, buy, or distribute drugs. Drugs are all controlled chemical substances including, but not limited to including alcohol, tobacco nicotine, controlled substances, as well as or related paraphernalia, on school premises.

Any students will be in violation of this e-District’s drug, alcohol, and tobacco use policy when:

1. ~~He or she is~~ They are on school premises, evidencing behavior that creates a reasonable suspicion that ~~he or she~~ they may be illegally under the influence of drugs;
2. ~~He or she is~~ They admits to using, possessing, selling, buying, or distributing drugs on school premises;
3. ~~He or she is~~ They are found to use, possess, sell, buy, or distribute drugs, or related paraphernalia, on school premises;
4. ~~He or she is~~ They are found to possess drugs, or related paraphernalia, or to have such substances on his or her person, or in his or her locker, vehicle, or other property on school premises;
5. ~~He or she is~~ They are found to knowingly attempt to use, sell, buy, or distribute drugs or related paraphernalia on school premises; and/or
6. ~~He or she is~~ They are found to knowingly be present when drugs or related paraphernalia are being used, sold, bought, or distributed on school premises.

## **~~ALCOHOL OR CONTROLLED SUBSTANCES:~~**

### **I. NON-DISCIPLINARY PROCEDURES**

#### **A. VOLUNTARY DISCLOSURE/SELF REPORTING**

Any student who voluntarily discloses on their own volition to professional staff members that they have been or are using or being are under the influence of drugs, or who turn in drugs to a



staff member for disposal ~~alcohol or any controlled substances~~ before ~~he or she~~ they are is reasonably suspected to be in violation of the law and this policy will be provided anonymity to the extent that:

1. The student's disclosure is held confidential on a faculty need-to-know basis; and
2. Notification of the student's disclosure and availability of counseling for the student is provided to the student's parent/guardian.

If a student voluntarily requests assistance from school officials with regard to a tobacco, alcohol, controlled substance/drug problem, there will be no discipline of the student provided that a staff member has not reasonably suspected the student to be in violation of the law and this policy.

In such cases:

1. The student will meet with a school counselor, parent(s), and/or legal guardian(s) to discuss the problems which have been identified and develop an appropriate intervention program such as:
  - a. In-School interventions: peer support groups, contractual agreements, counseling, and support teachers.
  - b. Out-of-school intervention/treatment: assessment by a community agency, private counseling, outpatient treatment, inpatient treatment. (any costs will be borne by the parent(s) and or legal guardian(s).)
  - c. Community-based information and support: Alcoholics Anonymous, Narcotics Anonymous, and education programs through community agencies.
  - d. Family-based information and support: Developing Capable People, Parent Project, Al-Anon, Ala-Teen, community agency programs, and contractual agreements.
2. Subsequent voluntary requests will automatically result in a referral to the school counselor. A formal chemical dependency assessment will be strongly recommended.
3. If the student and/or parent(s) or legal guardian(s) refuse counseling and/or assessment, they will be reminded that the use, possession, distribution of, or being under the influence of drugs on school premises will subject the student to school disciplinary measures and/or citations issued by law enforcement officials.

## **B. REFERRAL BY A STAFF MEMBER, PARENT, OR PEER**

If a student is exhibiting signs of possible substance use (i.e., increased tardiness, absenteeism, lowered class performance, outbursts in class, apathy, increased complaints of illness, etc.), the staff member, parent, or peer should notify a building administrator of his or her concerns by filling out a Student Referral form documenting the observed behaviors.

Upon referral, in conjunction with the school counselor, the building administrator will complete an evaluation of the student and make recommendations to the student and to the parent/legal guardian. The student will meet with a school counselor and parent(s), and/or legal

guardian(s) to discuss the problems which have been identified and develop an appropriate program for student involvement such as those detailed in the Voluntary Disclosure section of this policy.

If the student and/or parent(s)/legal guardian(s) refuse services, refer to I.A.3.

## **II. DISCIPLINARY PROCEDURES**

### **~~ALCOHOL OR CONTROLLED SUBSTANCES: REFERRAL TO LAW ENFORCEMENT~~**

~~Once a student is reasonably suspected of being in violation of the law and this policy regarding alcohol or controlled substances, regardless of any previous voluntary disclosure, the building principal or designee will immediately notify the student's parent or guardian and report the incident to the local law enforcement agency.~~

Step 1. Any student exhibiting inappropriate behavior that suggests "using" or "being under the influence" of drugs ~~alcohol or controlled substances~~ or who is reported by another student to have been using drugs or under the influence of drugs when on or near District property during school hours or at a school-sponsored activity, will be immediately escorted by a District employee to an administrative office for interviewing and observation by the ~~principal~~ building administrator or designee. The building administrator should document their observations of the student. If, in the opinion of the administrator or designee, the student is in violation of this policy, a copy of the observation documentation will be placed in the student's discipline record and provided to law enforcement. Except in the case of an emergency, the student will not be left unattended and will not be allowed to leave the school premises.

~~The principal or designee, and/or any other employee having observed the student's behavior will document his or her observations of the student;. If, in the opinion of the administrator or designee, the student is under the influence and/or in possession of alcohol, tobacco product, or a controlled substance/drug, continue with steps 3-8. the documentation will be provided to the law enforcement agent, and a copy will be placed in the student's discipline record.~~

Step 2. As soon as is practical, the ~~principal~~ building administrator or designee will ~~refer the student to~~ notify the law enforcement agency if, upon observing and/or interviewing the student, he or she reasonably suspects that the student is using, selling, in possession, or under the influence of ~~drugs alcohol or controlled substances~~. District employees will cooperate fully with any law enforcement investigation of a violation of this policy, including, but not limited to, providing access to lockers, desks, and other school property, and providing oral and/or written statements regarding the relevant events. Depending on the findings of law enforcement, the law enforcement official will take the appropriate action, which could include but is not limited to issuing a citation.

Step 3. Parent(s) and/or legal guardian(s) will be notified by administration or designee regarding the outcome of the observation by phone with the date recorded or by written notice within a reasonable time limit.

Step 4: The school administrator will establish the disciplinary action based on the number of offenses as described below.

Step 5: The building administrator or designee, within a reasonable time limit, will refer the student's name to the school counselor who will be responsible for implementing the intervention process. (Step I. B. above)

Step 6: The student and parent(s) or legal guardian(s) will meet with a building administrator and/or school counselor to outline the intervention process. A student behavior contract may be utilized by the administrator and must be signed by the student, parent(s) or legal guardian(s), and administrator. Violation of the conduct contract may result in additional disciplinary measures. Copies will be made available to the parent(s) or legal guardian(s) and school counselor.

The student and parent(s) or legal guardian(s) will be expected to follow the recommendation(s) of the school counselor or intervention-trained professional. If the student and/or parent(s) or legal guardian(s) refuse counseling and/or assessment, they will be reminded by building administration that use, possession, distribution, or being under the influence and/or in possession of alcohol, tobacco products, or controlled substances/drugs at school or off the school grounds at a school function will be subject to school disciplinary measures and/or citations issued by law enforcement officials.

1. **First Offense** The student will receive a minimum three-day suspension, either in school or out of school. The suspension length will be three to five (3-5) days, unless extraordinary circumstances exist. This suspension may be increased based on the type of drug and the seriousness of the infraction. If unable to provide suspension, other appropriate disciplinary action may be taken as per Policy 3340 Corrective Action and Discipline.

- a. The terms of the suspension and/or conduct contract may be modified, at the discretion of the building administrator or Superintendent, if a student who has violated this policy is willing to voluntarily complete a school-approved drug, alcohol, nicotine and/or tobacco education course or support group and/or undergoes assessment and treatment for drug, alcohol, nicotine and/or tobacco abuse.

2. **Second Offense**

Disciplinary action from the first offense step will be enacted. In addition, if it is determined by building administration or law enforcement that the presence of the student is a detriment to the safety of the student body or self, the administrator has the option of suspending out of school and/or referring the student to the Board of Trustees for expulsion.

3. **Third and Subsequent Offenses**

Upon the third citation being issued (accumulative over grades K-5, 6-8 and again over grades 9-12), disciplinary actions from previous offense steps will be enacted as determined by the building administrator and/or Superintendent. The student may be referred by the school

administrator to the Superintendent and the Board of Trustees for expulsion. (See Policy 3740)

#### **4. Distribution of Controlled Substances**

If a student is involved in transmitting, trafficking in or distributing alcohol or controlled or dangerous substances on school premises, law enforcement official(s) will be asked to intervene. If it is determined that the presence of the student is a detriment to the safety of the student body or self, there will be a mandatory recommendation made by the school administrator to the Superintendent and the Board of Trustees for expulsion.

### **ENFORCEMENT PROCEDURES**

The procedures to enforce this policy are as follows:

1. **Length of Suspension/Expulsion:** Students who violate this policy will initially be suspended by the principal building administrator. Suspension for the first offense of this policy will be for three to five (3-5) days, unless extraordinary circumstances exist. The time period for suspension for the second or third offense will be determined at the discretion of the principal building administrator and/or Superintendent. The principal building administrator and/or Superintendent will determine whether or not the suspension will be served in school or out of school.

If deemed appropriate by the Superintendent, he or she may request that the Board expel a student who has violated this policy for a second or third offense.

2. **Referral to Law Enforcement:** The student will be referred to the law enforcement agency, if appropriate. If the incident involves using or being under the influence of alcohol or a controlled substance, the student will be referred to the local law enforcement agency. In all other situations, referral to law enforcement will be at the discretion of the building principal or designee.
3. **Search and Seizure:** As detailed in Policy 3370 and Procedure 3370P, school property and equipment owned or controlled by the school (such as lockers, desks and parking lots) as well as a student's person and/or personal effects (e.g., purse, book bag, etc.) may be searched whenever a school official has reasonable cause to believe that the student is in possession of drugs or drug paraphernalia. This applies to student vehicles parked on school property. Any evidence indicating that a student has violated the law and this policy may be seized by the principal building administrator or designee.

Lockers and desks are school property and remain at all times under the control of the school; however, students are expected to assume full responsibility for the security of their lockers and desks. Authorized school officials may open and inspect lockers and desks when there is reasonable cause to believe that the locker or desk may contain items which may be a threat to safety and security. Such a search may be conducted without a search warrant, and without notice or consent.

Students are permitted to park on school premises as a matter of privilege, not of right. The District retains the authority to conduct routine patrols of school parking lots and to

~~inspect the exteriors of automobiles on school premises. The interiors of vehicles on school premises may be inspected whenever an authorized school official has reasonable cause to believe that illegal materials are contained inside. Such patrols and inspections may be conducted without notice, consent, or a search warrant.~~

4. ~~**Parent Contact:** The student's parent/guardian will be contacted as soon as possible following any alleged violation of this policy.~~
5. ~~**Conduct Contract:** At the discretion of the building administrator a~~Any student violating this policy ~~must may be required to sign a conduct contract before returning to school. Violation of the conduct contract may result in additional disciplinary measures.~~
6. ~~**Drug, Alcohol, and Tobacco and Nicotine Assessment/Treatment:** The terms of the suspension and/or conduct contract may be modified, at the discretion of the principal building administrator or Superintendent, if a student who has violated this policy voluntarily completes a drug, alcohol, and tobacco and/or nicotine education course and/or undergoes assessment and treatment for drug, alcohol, and tobacco and/or nicotine abuse.~~

## STUDENTS WITH DISABILITIES

Suspensions and expulsions of students with disabilities as defined by Public Law 94-142 and subsequent amendments (Individuals with Disabilities Education Act), Section 504 of the 1973 Rehabilitation Act, and the Americans with Disabilities Act will follow federal guidelines, Chapter 12 of the Idaho Special Education Manual, as well as the provisions of this policy.

## IMMUNITY FOR GOOD FAITH IMPLEMENTATION

District employees and independent contractors of the District who implement this policy in good faith and with appropriate foundation are immune from civil liability.

## INTENTIONAL HARASSMENT

District employees, students, and independent contractors of the District are prohibited from using ~~their authority this policy to determine reasonable suspicion solely for the purpose of~~ intentionally harassing a student. ~~Using the Harassment authority in such a manner may result in disciplinary action against the individual employee or and may be considered a breach of the District's contract with the independent contractor.~~

## NOTICE

Upon adoption of this policy, the Board will provide notice to each student, parent/guardian, or custodian at registration. Subsequently, a copy of the policy will be provided to each new student, as well as to the parent/guardian or custodian, at the time of initial registration in a District school.



**Cross Reference:** 3321P Student Drug, Alcohol, and Tobacco Use  
3340 Corrective Actions and Discipline  
3370 Search and Seizure  
3370P Search and Seizure  
3740 Student Expulsion - Denial of Enrollment

**Legal Reference:** Idaho Code §18-1502  
§23-949  
§23-612  
§33-205  
§20-516  
§33-210  
§37-2705  
§37-2732C  
Drug-Free Schools and Communities Act of 1988  
PL 100-690 and all subsequent amendments  
Individuals with Disabilities Education Act  
PL 94-142 and subsequent amendments  
Section 504 of the 1973 Rehabilitation Act  
Americans with Disabilities Act  
*Idaho v. Voss*, Idaho Court of Appeals, Nov. 23, 2011

Policy History

**ADOPTED:** 12/08/08

EMT

**REVISED:** 07/14/92

10/12/99

06/10/13

08/11/14

## **~~I. — NON-DISCIPLINARY PROCEDURES~~**

~~Non-disciplinary procedures will apply to students who self-refer or who are referred by parents, peers, staff, or through other referrals. Students who voluntarily reveal to professional staff members that they have been or are involved in the use of controlled substances/drugs, and students who turn in controlled substances/drugs to a staff member for disposal will have the confidentiality and anonymity of their communications fully respected. Individuals who are concerned about a student's behavior or possible chemical involvements should contact the Student Assistance Specialist and/or school administration.~~

### **~~Controlled substances: voluntary disclosure:~~**

~~Any student who voluntarily discloses using or being under the influence of any controlled substance/drug before he or she is reasonably suspected to be in violation of the law and this policy will be provided anonymity to the extent that:~~

- ~~1. Disclosure is held confidential on a faculty need to know basis;~~
- ~~2. Notification is provided to parent/guardian; and~~
- ~~3. Available counseling is offered at the school level.~~

### **~~A. Self-Referral~~**

~~If a student voluntarily requests assistance from school officials with regard to a tobacco, alcohol, controlled substance/drug problem, there will be no discipline of the student provided that, in the opinion of an administrator and/or other professional staff member, the student is not under the influence of or in possession of tobacco, alcohol, or controlled substances/drugs at the time he/she requests help:~~

- ~~1. The student will meet with a Student Assistance Specialist or intervention trained professional, parent(s), and/or legal guardian(s) to discuss the problems which have been identified and develop an appropriate program for student involvement such as:
  - ~~a. In-school intervention: peer support groups, contractual agreements, counseling, support teachers.~~
  - ~~b. Out-of-school intervention/treatment: Assessment by community agency, private counseling, outpatient treatment, inpatient treatment. (Any costs will be borne by the parent(s) and/or legal guardian(s).)~~
  - ~~c. Community based information and support: Alcoholics Anonymous, Narcotics Anonymous, education programs through community agencies.~~
  - ~~d. Family based information and support: Developing Capable People, Parent Project, Al-Anon, Ala Teen, community agency programs, and contractual agreements.~~~~
- ~~2. Subsequent voluntary requests will automatically result in a referral to the school Student Assistance Specialist or intervention trained professional. A formal chemical dependency assessment will be strongly recommended.~~
- ~~3. If the student and/or parent(s) or legal guardian(s) refuse counseling and/or~~

~~assessment, they will be reminded that use, possession, distribution, or being under the influence of tobacco, alcohol, or controlled substances/drugs at school or off the school grounds at a school activity will be subject to school disciplinary measures and/or citations issued by law enforcement officials.~~

## **~~B. Staff, Parent, Peer, Other Referral of Student~~**

~~If a student is exhibiting signs of possible substance use (i.e., increased tardiness, absenteeism, lowered class performance, outbursts in class, apathy, increased complaints of illness, etc.), the staff member should notify the Student Assistance Specialist or intervention trained professional and/or administrator of his or her concerns by filling out a Student Referral form documenting the observed behaviors.~~

~~Upon referral, the Student Assistance Specialist or intervention trained professional will complete an evaluation of the student and make recommendations to the student and to the parent/legal guardian. The student will meet with a Student Assistance Specialist or intervention trained professional and parent(s), and/or legal guardian(s) to discuss the problems which have been identified and develop an appropriate program for student involvement such as:~~

- ~~1. In school intervention: peer support groups, contractual agreements, counseling, support teachers.~~
- ~~2. Out of school intervention/treatment: assessment by community agency, private counseling, outpatient treatment, inpatient treatment. (Any costs will be borne by the parent(s) and/or legal guardian(s).)~~
- ~~3. Community based information and support: Alcoholics Anonymous, Narcotics Anonymous, education programs through community agencies.~~
- ~~4. Family based information and support: Developing Capable People, Parent Project, Al Anon, Ala Teen, community agency programs, and contractual agreements.~~

~~If the student and/or parent(s)/legal guardian(s) refuse services, refer to I.A.3.~~

## **~~H. DISCIPLINARY PROCEDURES~~**

~~Controlled substances: referral to law enforcement once a student is reasonably suspected of being in violation of the law and this policy regarding controlled substances, regardless of any previous voluntary disclosure, the building administration or designee will immediately notify the local law enforcement agency and will seek a law enforcement evaluation of the student. The evaluation may seek transfer of school custodial responsibility to the state department of juvenile corrections.~~



**~~A. — Under the Influence and/or in Possession of Alcohol, Tobacco Product,  
Controlled Substance/Drug~~**

**~~1. First Offense:~~**

~~Step 1: If a student is suspected of being under the influence and/or in possession of alcohol, a tobacco product, or a controlled substance/drug when on or near District property during school hours or at a school-sponsored activity, the student should be immediately escorted by a District employee to the school administrator or designee of that activity. Except in the case of an emergency, the student should not be left unattended and should not be allowed to leave the school premises.~~

~~Step 2: A school administrator or designee should question and record observations of the student. If, in the opinion of the administrator or designee, the student is under the influence and/or in possession of alcohol, tobacco product, or a controlled substance/drug, continue with steps 3-8.~~

~~Step 3: A law enforcement official will be notified by a school administrator or designee. A copy of the observation documentation should be provided to the law enforcement official and a copy should be placed in the student's discipline record.~~

~~Step 4: Parent(s) and/or legal guardian(s) will be notified by administration or designee by phone with the date recorded or by written notice within a reasonable time limit.~~

~~Step 5: Law enforcement should complete an evaluation of the student. If the student is in violation of the law, a citation will be issued by a school administrator/official or by a law enforcement official. The citation must be witnessed and served by a law enforcement official within a reasonable time limit.~~

~~Step 6: The student will receive a minimum three-day suspension. If unable to provide in-school suspension, other appropriate disciplinary action may be taken as per suspension policy.~~

~~a. The terms of the suspension and/or conduct contract may be modified, at the discretion of the principal or Superintendent, if a student who has violated this policy voluntarily completes a school-approved drug, alcohol and tobacco education course or support group and/or undergoes assessment and treatment for drug, alcohol and tobacco abuse.~~

~~Step 7: The school administrator, within a reasonable time limit, will refer the student's name to the Student Assistance Specialist or intervention-trained professional who will be responsible for implementing the intervention process. (Step I. B.)~~

~~Step 8: The student and parent(s) or legal guardian(s) will meet with a building administrator and/or Student Assistance Specialist or intervention-trained professional. A student behavior~~

~~contract may be signed by the student, parent(s) or legal guardian(s) and administrator. Copies will be made available to the parent(s) or legal guardian(s) and Student Assistance Specialist or intervention-trained professional.~~

~~The student and parent(s) or legal guardian(s) will be expected to follow the recommendation(s) of the Student Assistance Specialist or intervention-trained professional. If the student and/or parent(s) or legal guardian(s) refuse counseling and/or assessment, they will be reminded by building administration that use, possession, distribution, or being under the influence and/or in possession of alcohol, tobacco products, or controlled substances/drugs at school or off the school grounds at a school function will be subject to school disciplinary measures and/or citations issued by law enforcement officials.~~

## **~~2. Second Offense~~**

~~Repeat Procedures II A-1. If it is determined by building administration or law enforcement that the presence of said student is a detriment to the safety of the student body or self, the administrator has the option of suspending out of school and/or referring the student to the Board of Trustees for expulsion.~~

## **~~3. Third and Subsequent Offenses~~**

~~Repeat Procedures II. A-2. Upon the third citation being issued (accumulative over grades 6-8 and again over grades 9-12) by a school administrator/official or law enforcement official or witnessed and served by a law enforcement official, the student may be referred by the school administrator to the Superintendent and the Board of Trustees for expulsion. (See Policy 3740)~~

## **~~———— B. ——— Distribution of Controlled Substances~~**

~~If a student is involved in transmitting, trafficking in or distributing alcohol or controlled or dangerous substances on school grounds or at any school-sponsored function, law enforcement official(s) will be asked to intervene. If it is determined that the presence of said student is a detriment to the safety of the student body or self, there will be a mandatory recommendation made by the school administrator to the Superintendent and the Board of Trustees for expulsion.~~

## **~~———— C. ——— Non-Students~~**

~~Law enforcement officials will be notified of non-students on school property using, possessing, or distributing a controlled substance/drug.~~

**STUDENTS WITH DISABILITIES:** ~~suspensions and expulsions of students with disabilities as defined by public law 94-142 and subsequent amendments, (Individuals with Disabilities Education Act), section 504 of the 1973 Rehabilitation Act, and the Americans with Disabilities Act will follow federal guidelines, Chapter 12 of the Idaho Special Education Manual, and the provisions of this policy.~~

**~~IMMUNITY FOR GOOD FAITH IMPLEMENTATION:~~** ~~Intervention-trained specialists who implement this policy in good faith and with appropriate foundation are immune from civil liability.~~

**~~INTENTIONAL HARASSMENT:~~** ~~Intervention-trained specialists who intentionally harass a student through the misuse of their authority pursuant to this policy are not immune from civil liability arising from the wrongful exercise of that authority. The individual may be found guilty of a misdemeanor punishable by a fine not to exceed three hundred dollars (\$300.)~~



**~~Legal Reference:~~** ~~Idaho Code §18-1502, 23-949, and 23-612~~

Policy History

**APPROVED:** 12/08/08

TFSD

**REVISED:** 08/19/13

08/11/14

09/14/15

Whenever possible and legal, the Twin Falls School District recognizes the value of providing information to non-custodial parents regarding school purposes and activities pertaining to their child. The district also recognizes that many divorced parents continue to share caregiving and custody and that each parent under legal and practical circumstances, should have equal access to information regarding their child's school progress and activities.

Therefore, upon written request to their child's school principal, the school will subsequently and routinely mail to that parent copies of all school information which is normally sent home with the child. This will include mailings of copies of report cards, and class and school newsletters during the school year in which the request is made. Non-custodial parents and parents with shared custody not normally receiving materials from the school may annually request this service.

Parents, restricted by court order, will not be given access to school information regarding their child. Challenges to a parent's access to information will be referred to and investigated by the Superintendent or designee. Individuals initiating challenges must provide documentation regarding court orders prohibiting access to information.



**Legal Reference:** Federal Family Educational Rights and Privacy Act of 1974  
Department of Education 34 C.F.R. Part 99 (May 9, 1980 45FR 30802)  
regs. Implementing  
FERPA enacted as part of 438 of General Education Provisions Act (20  
U.S.C. 1232G) – parent and student privacy and other rights with respect  
to educational records

Policy History

**ADOPTED:** 8/11/14

ISBA

**REVISED:**

**POLICY TITLE:**    **Absence Without Pay for Non-Certificated Employees**

**POLICY NO: 5424**  
**PAGE 1 of 1**

Payroll deductions for personal absences not specifically authorized in the District's policies will be calculated on the basis of the individual's prorated salary and may be withheld from paychecks in differing amounts as needed for payroll processing. ~~for each day absent.~~



**ADOPTED:** 12/08/08

EMT

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

The Superintendent or designee shall review ~~periodically~~ ~~annually~~ fees assessed to determine if an increase, decrease, new fee, or other change is necessary. The Superintendent or designee shall report the fee findings to the Board ~~periodically~~ ~~at least annually~~.

In the event a fee increase of five percent (5%) or less from the prior fee amount is necessary, the Board can review and vote on such a fee increase. However, in the event a fee increase of greater than five percent (5%) from the prior fee amount is necessary, the Board shall hold a hearing upon such proposed fee increase at a regular or special meeting of the Board.

The Board shall provide notice of the meeting according to Idaho Code § 63-1311A. Meeting notice shall include the reason for the meeting, i.e. the Board is considering a fee increase that is in excess of five percent (5%) of the amount of fees last collected prior to such decision. If the Board is assessing a new fee, the meeting notice shall indicate such.



**Cross Reference:** 3440 Student Fees, Fines & Charges  
7300 Revenues

**Legal Reference:** I.C. § 63-1311A Advertisement of and Hearing on Fee Increases  
I.C. § 33-603 Payment of Fees or Returning of Property  
I.C. § 60-106 Qualifications of Newspapers Printing Legal Notices

Policy History

**ADOPTED:** 8/11/14

ISBA

**REVISED:** 8/08/22

<b>POLICY TITLE:</b>	<b>Board Meetings</b>	<b>POLICY NO: 1500</b> <b>PAGE 1 of 3</b>
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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.



<b>Legal Reference:</b>	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:**

<b>POLICY TITLE:</b>	<b>Inspection of School Facilities</b>	<b>POLICY NO: 8520</b> <b>PAGE 1 of 2</b>
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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
<b>MIDDLE SCHOOLS</b>														
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
<b>HIGH SCHOOLS</b>														
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	HOUR	DAY*	HOUR	DAY	HOUR	DAY	HOUR	DAY	HOUR	DAY	HOUR	DAY	HOUR	DAY
Bickel	\$25	\$150*			\$70	\$30025			\$40	\$180	\$50	\$225	<del>\$80</del>	<del>\$450</del>
Harrison	\$25	\$150*			\$70	\$30025			\$40	\$180	\$50	\$225	<del>\$80</del>	<del>\$450</del>
Lincoln	\$25	\$150*			\$70	\$30025			\$40	\$180	\$50	\$225	<del>\$80</del>	<del>\$450</del>
Morningside	\$25	\$150*			\$70	\$30025			\$40	\$180	\$50	\$225	<del>\$80</del>	<del>\$450</del>
Oregon Trail	\$25	\$150*			\$70	\$30025			\$40	\$180	\$50	\$225	<del>\$80</del>	<del>\$450</del>
Perrine	\$25	\$150*			\$70	\$30025			\$50	\$200	\$60	\$270	<del>\$80</del>	<del>\$450</del>
Pillar Falls	\$25	\$150*			\$70	\$30025			\$50	\$200	\$60	\$270	<del>\$80</del>	<del>\$450</del>
Rock Creek	\$25	\$150*			\$70	\$30025			\$50	\$200	\$60	\$270	<del>\$80</del>	<del>\$450</del>
Sawtooth	\$25	\$150*			\$70	\$30025			\$40	\$180	\$50	\$225	<del>\$80</del>	<del>\$450</del>
MIDDLE SCHOOLS														
V.C. O’Leary	\$25	\$150*	\$100	\$450	Sm. \$80 - \$35400 Lg. \$100 - \$4500		\$70	\$30	\$50	\$200	\$60	\$270	<del>\$80</del>	<del>\$450</del>
Robert Stuart	\$25	\$150*			\$90	\$4050	\$70	\$30	\$50	\$200	\$60	\$270	<del>\$80</del>	<del>\$450</del>
South Hills	\$25	\$150*			Sm. \$80 - \$35400 Lg. \$100 - \$4500		\$70	\$30	\$50	\$200	\$60	\$270	<del>\$80</del>	<del>\$450</del>
HIGH SCHOOLS														
Twin Falls	\$25	\$150*	\$140	\$6360**	Sm. \$90 - \$400 Lg. \$110 - \$500		\$100	\$400	\$50	\$200	\$60	\$270	<del>\$80</del>	<del>\$450</del>
Canyon Ridge	\$25	\$150*	\$120	\$54065*	Lg. \$110 - \$500		\$100	\$400	\$50	\$200	\$60	\$270	<del>\$80</del>	<del>\$450</del>

\* 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.

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School District Official

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Signature of Officer Responsible

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