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It is the policy of the board of trustees to recognize and maintain the distinction between those activities which are appropriate to the board of trustees as the legislative governing body of the school district and those administrative activities which are to be performed by the superintendent of schools and his or her staff in the exercise of administrative authority. The functions of the board can be described as policy making, appraisal, and evaluation.

The board of trustees will have the further duty of providing the financial means by which the educational program is conducted. The board will also ensure that the community is informed of the needs, purposes, values, and status of the schools.

The board of trustees believes that the development of policies should be the function of the superintendent and staff. School board policies should be a broad statement of general direction and accountability with authority delegated to the superintendent for implementation. Therefore, the superintendent shall have the authority for the execution of school board policies, the operation of the internal system designed to serve the school program, and for keeping the school board informed about school operations.



**LEGAL REFERENCE:**

Idaho Code Section 33-506

**ADOPTED:** December 26, 1996

**AMENDED:** August 26, 2010  
October 15, 2015

The legal name of the school district will be Blackfoot School District No. 55, Bingham County, State of Idaho. The administrative offices of the school district are located at 270 E Bridge Street, Blackfoot, Idaho 83221. The district is classified as a K-12 school district giving instruction to students in grades kindergarten (K) through twelve (12).



**LEGAL REFERENCE:**

Idaho Code Sections

33-302 – Classification of School Districts

33-305 – Naming and Numbering of School Districts

**ADOPTED:** December 26, 1996

**AMENDED:** October 15, 2015

July 26, 2023

The board of trustees of Blackfoot School District No. 55 is authorized by law to adopt policy for its governance and makes reasonable efforts to ensure that its policy manual is accurate and in full compliance with all applicable laws. This policy manual is intended to provide guidance and interpretation of current law in conformity with local, state, and federal laws and regulations.

### **ENFORCEABILITY OF POLICY**

The policy manual does not and will not be interpreted as providing additional rights beyond those granted by current law.

Any term or provision within these policies found to be prohibited by law or unenforceable will be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of the policy or policy manual. All other terms, provisions, and policies will have full force and effect and will not be affected thereby.

Any term or provision within these policies found to be in conflict or inconsistent with current law will be superseded by current law. All other terms, provisions, and policies will have full force and effect and will not be affected thereby.

Clerical mistakes in the policy manual and errors arising from oversight or omission may be corrected by the board or authorized representative at any time at its own initiative. Such mistakes will not invalidate the force and effect of an individual policy or the policy manual.

### **PROCESS FOR ADOPTING OR AMENDING DISTRICT POLICY**

The superintendent or designee will inform the board when policies are determined to be needed, draft the policies for the board, provide advice and guidance regarding how proposed policies would affect the schools or educational programs within the district, and make changes as designated by the board prior to final adoption.

Proposals for new policies or changes to existing policies may be initiated in writing by any board member or any administrative employee of the board. Such proposals will be referred to the superintendent or designee for review prior to board action on the proposal.

Policies and policy revisions will be reviewed by the board and adopted at a regular or special board meeting. Policies requiring additional review and/or revisions may be deferred and approved at a subsequent board meeting. The board, at its discretion, may receive public input prior to adopting policy.

Under limited circumstances, temporary approval may be granted by the board chair, or other designated board member, to meet emergency conditions or special events that may occur before formal action can be taken by the board. Such circumstances include injury or damage to persons or property, immediate financial loss, or the likelihood of such injury, damage, or loss.

The policy must be formally approved by the board at its next meeting for inclusion in the district policy manual.

Policies adopted or amended will be made a part of the minutes of the meeting in which the action occurred and will also be included in the district’s policy manual.

**ABSENCE OF POLICY**

When action must be taken and there is no directive policy on the matter, the superintendent or designee will have the power to act in accordance with the educational philosophy and financial needs of the district.



**LEGAL REFERENCE:**

Idaho Code Section 33-506 – Organization and Government of Board of Trustees

**ADOPTED:** December 26, 1996

**AMENDED:** October 15, 2015

Blackfoot School District No. 55 will develop an annual plan that is part of a continuous focus on improving student performance through continuous process improvement and the analysis of data to assess and prioritize needs and measure outcomes. The board and the superintendent will collaborate on the plan and engage students, parents, educators, and the community as appropriate. All plans and any amendments thereto will be approved by the board. The annual continuous improvement plan must be reviewed and updated annually no later than October 1 each year.

### **CONTINUOUS IMPROVEMENT PLAN REQUIREMENTS**

The annual continuous improvement plan will:

1. Be data driven, specifically in student outcomes, and include, but not be limited to, analyses of demographic data, student achievement and growth data, graduation rates, and college and career readiness;
2. Set clear and measurable targets based on student outcomes;
3. Include a clearly developed and articulated vision and mission;
4. Include key indicators for monitoring performance;
5. Include, at a minimum, the statewide student readiness and student improvement metrics; and
6. Include a report of progress toward the previous year's improvement goals.

The board will continuously monitor progress toward the goals by utilizing relevant data to measure growth. The progress will be included in the superintendent's evaluation.

### **ANNUAL LITERACY INTERVENTION PLAN**

In addition to the district's continuous improvement plan, the district will develop a literacy intervention plan. The district's plan will include, at a minimum:

1. The projected literacy plan budget for the current school year;
2. The metrics chosen by the district to determine the effectiveness of the literacy plan and annual performance benchmarks; and
3. The performance on metrics chosen to show program effectiveness for, at a minimum, the previous academic year.

The district will annually report on the effectiveness of its literacy intervention plan by October 1 of each year.

### **COLLEGE AND CAREER ADVISING AND MENTORING PLANS**

The district will also develop a college and career advising and mentoring plan for submission to the state board of education (SBE) by October 1 of each year. The plan will include the minimum effectiveness metrics as established by the SBE and at least one (1) or more additional metrics chosen by the board of trustees to determine effectiveness of the college and career advising and mentoring plan, baseline data and annual benchmarks. The minimum effectiveness metrics will include:

1. The percent of learning plans reviewed annually by grade level, in grades 9-12;
2. The number and percent of students who go on to some form of postsecondary education one and two years after graduation; and
3. The number of students graduating high school with a career technical certificate or an associate degree.

The performance on all effectiveness metrics will be reported annually in the district's continuous improvement plan annual report.

### **NOTICE**

The continuous improvement plan will be made available to the public and posted on the school district website.

### **TRAINING**

This district may seek reimbursement for actual expenditures related to training delivered by state-approved trainers from the Idaho State Department of Education (SDE) to the extent money is appropriated. To be eligible for reimbursement, the training will cover one (1) or more the follow subjects:

1. Continuous process improvement, use and analysis of data, and methods for setting measurable targets based on student outcomes;
2. School finance;
3. Administrator evaluations including, but not limited to, specifics on the Idaho state evaluation requirements and framework;
4. Ethics or governance.

Training records will be kept by the district for reimbursement purposes as prescribed by the superintendent of public instruction.

Training sessions for which reimbursement is sought will include a majority of the board and the superintendent. All training will include students, parents, educators, and the community as applicable to the training subject and format. The training facilitator will be physically present or have the ability to interact directly with all training participants. Time will be included to give participants the opportunity to discuss issues specific to the district.



**LEGAL REFERENCE:**

Idaho Code §33-320 – Continuous Improvement Plans and Training  
IDAPA 08.02.01.801 – Strategic Planning and Training

**ADOPTED:** January 15, 2015

**AMENDED:** October 15, 2015  
November 17, 2016  
May 20, 2021  
September 16, 2021

The board of trustees recognizes that public charter schools provide opportunities for teachers, parents, students, and community members to establish and maintain public schools that operate independently from the existing district structure but within the existing public school system. Therefore, in accordance with the Idaho Charter School Law and district policy, the board may approve public charter schools to operate within the boundaries of the district.

## **DEFINITIONS**

The following definitions apply to this policy .

Application: The document submitted to the authorizer to request the creation of a public charter school.

Authorizer: The local board of trustees of a school district in this state, the public charter school commission, an Idaho public college, university or community college; or a private, nonprofit Idaho-based, nonsectarian college or university that is accredited by the same organization that accredits Idaho public colleges and universities.

Charter: The grant of authority approved by the authorizer to the charter holder.

Charter Holder: The public charter school's board of directors to which a charter is granted.

Converted Public Charter School: An existing school building in this district that is approved by the board to become a public charter school.

Educational Services Provider: A nonprofit or for-profit entity that contracts with a public charter school for a fee to provide educational services and resources, including administrative support and educational design, implementation or management.

Founder: A person who makes a material contribution toward the establishment of a public charter school and who is designated as such by the charter holder..

Nonprofit Corporation: The operating entity of a public charter school, comprised of a board of directors, incorporated under the Idaho Nonprofit Corporation Act.

Performance Certificate: A fixed-term, renewable certificate between a public charter school and an authorizer that outlines the negotiated roles, powers, responsibilities and performance expectations for each party to the certificate.

Public charter school: A school that is authorized pursuant to chapter 52, title 33, Idaho Code, to deliver public education in Idaho.

Traditional public school: Any school that is operated and controlled by this district or another school district in this state.

Virtual School: A public charter school that delivers a full-time, sequential program of synchronous and/or asynchronous instruction primarily through the use of technology via the internet in a distributed environment. Schools classified as virtual must have an online component to their school with online lessons and tools for student and data management. Students enrolled in a virtual school may meet at the same location and time while receiving virtual instruction.

### **AUTHORIZATION AND LIMITATIONS**

The creation of public charter schools is authorized subject to the limitations set forth in state law and district policy. New public charter schools are subject to the following:

- a. This school district may not be converted to a charter district or any configuration that includes all schools as public charter schools;
- b. For charter schools proposed with the district as authorizer, an application must be received by the board no later than September 1 to be eligible to begin instruction the first complete school year following receipt of the application, unless the board agrees to a later date; and
- c. To begin operations, a newly chartered public school must be authorized by no later than January 1 of the previous school year, unless the board agrees to a later date.

A public charter school may be formed either by creating a new public charter school or by replicating an existing public charter school or by converting an existing traditional public school to a public charter school.

The board of trustees will not approve any charter:

- a. Which provides for the conversion of any existing private or parochial school to a public charter school.
- b. To a for-profit entity; provided, however, nothing herein shall prevent the board of directors of a public charter school from legally contracting with an educational service provider that provides comprehensive educational administrative and management services or with for-profit entities for the provision of products or services that aid in the operation of the school.
- c. That is for a public charter school where the public charter school's physical location is outside the boundaries of this school district.

A charter holder may not operate enterprises unrelated to the educational purposes for which the public charter school has been authorized. In cases of related enterprises, including but not limited to daycare and after school programs, no state education funding may be used to subsidize such related enterprises. Public charter schools authorized by the board of trustees will be designated as a local education agency (LEA) as defined in 34 CFR 300.28, unless the charter holder and the board agree that the public charter school will be included in the district's LEA. Notice of such agreement will be provided to the state department of education no later than February 1 of the proceeding school year.

**APPLICATION AND APPROVAL PROCEDURES**

The board will establish a transparent application process to establish new public charter schools in the district where the board is the authorizer. At a minimum, applicants must provide the information required by Idaho Code §33-5205(2). Applications for virtual schools must also provide the information required by Idaho Code §33-5205(3).

The board will afford applicants a hearing prior to making a decision on the application with an opportunity in a public forum for local residents to learn about and provide input on the application. The board will provide each applicant with its detailed analysis of the application and grant the applicant at least fourteen (14) days to provide additional materials to address any identified deficiencies. Applications will be approved or denied by the board no later than ninety (90) days after the application is submitted, unless the applicant agrees to a later date. Decisions of the board approving or denying an application shall be made in open session by resolution. Decisions approving an application may be made without condition or with specific and relevant pre-opening conditions the board finds necessary in the applicant's unique case to ensure the school can meet its academic and financial requirements.

In case of a denial of an application, the resolution shall include all reasons for denial. The board will prepare a written notice of its decision denying an application within fourteen (14) days, including all reasons for the denial and a statement that explains the criteria and standards considered relevant by the board in its denial, the relevant contested facts relied upon, and the rationale for the decision based on the applicable statutory provisions and factual information presented to the board. In accordance with Idaho law, a decision denying the conversion of an existing traditional public school within the district to a charter school or approving an application for a public charter school is not subject to appeal.

An approved initial charter shall be granted for a term of six (6) operating years. The charter will include the beginning and ending dates of the charter term. An approved school may delay its opening for one (1) school year to plan and prepare for the school's opening. A delay greater than one (1) year requires an extension from the board. In unique circumstances (i.e. those where the application proposes an innovative or novel model), the board may grant a pilot charter with an initial term of three (3) operating years. The pilot charter will be used in limited circumstances where the board provides sufficient documentation and rationale, based on the application and information provided at the public hearing on the application, justifying the shorter term.

**TRANSFER OF CHARTER**

The board may approve the transfer of a charter from another authorizer by written agreement with the charter holder. Such agreement may include revisions to the charter and performance certificate. The board will also consider transfer requests from charter holders of charters the board has authorized. Such transfer requests will be approved or denied within seventy-five (75) days of receipt of the request. If the board denies the request, it will provide written justification of its denial.

**PERFORMANCE CERTIFICATE**

Within seventy-five (75) days of approval of a charter application, the board and the charter holder shall negotiate and execute a performance certificate that clearly sets forth the agreed-upon academic and operational performance expectations and measures, consistent with those outlined by the public charter school in its application. The performance expectations and measures set forth in the performance certificate shall include:

1. Student academic proficiency;
2. Student academic growth;
3. College and career readiness (for high schools);
4. The actual and potential at-risk and economically disadvantaged makeup of the student body population, as defined in Idaho Code §33-1001, for all grade levels; and
5. Board performance and stewardship, including compliance with all applicable laws, regulations, and terms of the performance certificate.

The performance certificate must be signed by the board chairman and a designated representative of the charter holder. Public charter schools may not commence operations until the performance certificate is fully executed.

## **MONITORING**

The board shall retain the right to continually monitor the performance and legal compliance of charter schools it authorizes. This monitoring obligation includes collecting and analyzing data and conducting prearranged site visits, if needed, to support ongoing evaluation of the performance certificate. The board also retains authority to conduct oversight activities that enable it to fulfill its responsibilities, including conducting appropriate inquiries and investigations, provided that such oversight activities do not unduly inhibit the autonomy granted to public charter schools. If the board has reason to believe that a charter holder or public charter school has violated any provision of law, it will notify the charter holder and the Public Charter School Commission.

In conducting oversight and monitoring activities, the superintendent or designee is authorized to have a district representative or an independent evaluator do any of the following, provided the charter school is notified of the specific nature of the concern and the concern is substantial:

- Visit the charter school;
- Review the charter school's records and data;
- Directly survey the charter school's parents/guardians, students and employees;
- Audit the books of the charter school;
- Pursue any other reasonable means of determining accountability to the performance certificate.

Any such request by the superintendent or designee must be reasonable in terms of the timing and amount or types of information requested.

The charter holder is responsible for promptly [note: districts can set a specific time period, e.g. 10 days or 5 business days] notifying the board of the following with appropriate documentation:

1. If the charter holder becomes aware that the school is not operating in substantial compliance with the terms and conditions of its performance certificate;
2. If any revisions or amendments are made to the articles of incorporation or bylaws;
3. If the school's accrediting body finds that the school has failed to meet or maintain full accreditation requirements;
4. If any complaints are filed against the school, including but not limited to lawsuits and complaints filed with the Idaho professional standards commission relating to school employees.
5. If there are changes to any school board members or their contact information; or
6. If there are any early warning signs of distress as outlined in the performance certificate, including any excessive reductions in enrollment of all students or at-risk students; excessive staff turnover; or excessive governance board turnover of the charter holder in any school year or between school years.

### **USE OF DISTRICT SERVICES AND/OR FACILITIES**

A public charter school may contract with the district to provide services or facilities to the charter school. The district will charge for the services or facilities at a rate which is stipulated in the contract. If the charter school wishes to use a district facility, the parties will negotiate a contract which will, where applicable, include but not be limited to the following: identification of the facility; lease rate for the facility; outlining of the permissible use; provisions for joint inspection and notation of the initial condition of the building; limitations of the permissible alterations of the facility; allowance for district inspection of the facility; determination of the operational costs to be paid by the parties, including but not limited to utilities, maintenance, and custodial services; determination of the manner in which the building must be restored to its original condition at the end of the leasing period;

- provisions for alternative arrangements or termination of the charter school in the event the facility is damaged or destroyed; and
- provisions for the terms, conditions and coverage of property and liability insurance.



**LEGAL REFERENCE:**

Idaho Code Sections

33-5201, *et seq.* – Idaho Charter School Law  
IDAPA 08.02.03 – Rules Governing Thoroughness

**ADOPTED:** August 27, 1998

**AMENDED:** December 17, 1998  
February 24, 2000  
August 26, 2004  
October 27, 2005  
October 23, 2008  
December 17, 2009  
October 15, 2015  
March 15, 2018  
January 23, 2025

**ATTACHMENTS:**

Application for Employee Transfer from a Public Charter School (Policy 206F1)  
Application for Student Transfer from a Public Charter School (Policy 206F2)

## **RENEWAL PROCEDURES**

A charter may be renewed for successive terms. The board of trustees may grant renewal with specific written conditions for necessary improvements to a public charter school and a date by which the conditions must be met.

No later than September 1, the board of trustees will issue a public charter school performance report and charter renewal application guidance to any charter holder with a public charter school whose charter will expire the following year. The performance report will summarize the public charter school's performance record to date, based on the performance certificate, and shall provide notice of any weaknesses or concerns that may jeopardize renewal, if not timely rectified. The charter holder has thirty (30) days to respond to the performance report and submit any corrections or clarifications for the report.

The renewal application guidance provided by the board of trustees will, at a minimum, provide an opportunity for the public charter school to:

- a. Present additional evidence, beyond the data contained in the performance report, supporting its case for charter renewal;
- b. Describe the improvements undertaken or planned for the school; and
- c. Respond to any weaknesses, deficiencies or concerns identified by the board that may affect the public charter school's position in seeking renewal.

The renewal application guidance will also include or refer explicitly to the criteria that will guide the board of trustees' renewal decisions, which will be based on independent fiscal audits and the performance framework set forth in the performance certificate.

No later than December 15, the board of directors of the public charter school seeking renewal shall submit a renewal application to the board of trustees pursuant to the renewal application guidance issued by the board of trustees. The board of trustees will vote on the renewal application no later than March 15. If the board does not vote on the application by March 15, the application will be deemed approved.

In making a renewal decision, the board of trustees will:

- a. Ground its decisions in evidence of the school's performance over the term of the performance certificate;
- b. Ensure that data used in making renewal decisions are available to the school and the public;

- c. Take into consideration the actual and potential at-risk and economically disadvantaged makeup of the student body population as defined in Idaho Code §33-1001 for all grade levels; and
- d. Provide a public report summarizing the evidence basis for each decision.

The board of trustees will renew any charter in which the public charter school met all of the terms of its performance certificate at the time of renewal for a term of twelve (12) years or, in the case of a pilot charter, a renewal term of six (6) years. The board of trustees may either renew for a six (6) year term or choose not to renew any charter in which the public charter school failed to meet one (1) or more of the terms of its performance certificate. A decision not to renew a charter or to deny a revision of a charter may be appealed to the office of administrative hearings and is subject to judicial review as a contested case in accordance with Idaho law.

### **REVOCAION PROCEDURES**

A charter may be revoked by the board of trustees if, after fair and specific notice from the board, the public charter school:

- a. Commits a material and substantial violation of any of the terms, conditions, standards, or procedures required by Idaho law or the performance certificate;
- b. Fails to meet generally accepted standards for fiscal management; or
- c. Substantially violates any material provision of law from which the public charter school was not exempted.

Revocation will not occur until the charter holder has been afforded a public hearing, unless the board of trustees determines that the continued operation of the public charter school presents an imminent public safety issue, in which case the charter may be revoked immediately. Public hearings will be conducted by the board of trustees. Notice and opportunity to reply shall include, at a minimum, written notice setting out the basis for consideration of revocation, a period of not less than thirty (30) days within which the charter holder can reply in writing, and a public hearing within thirty (30) days of the receipt of the written reply. If a charter holder does not reply by the date set in the notice, a public hearing shall be held no later than sixty (60) days after the date the notice was sent by the board of trustees. At the public hearing, charter holders will be permitted to (i) submit documents and give testimony challenging the rationale for closure and in support of continuation of the school; and (ii) be represented by counsel and call witnesses on their behalf.

In the event the charter is revoked, the board of trustees will adopt a resolution clearly stating the reasons for revocation. The board of trustees shall take into consideration the whether the charter school has been enrolled in the Idaho building capacity program and any progress reported by the state department of education. The board of trustees will report a decision revoking a charter to the state department of education within fourteen (14) days of the action revoking the charter. A copy of the report will be provided to the charter holder at the same time. The report shall include a copy of the board's resolution setting forth the action taken, the reasons for the decision, and assurances as to compliance with the requirements set forth in the Idaho charter school law. A

decision to revoke a charter may be appealed to the office of administrative hearings and is subject to judicial review as a contested case.

**SCHOOL CLOSURE AND DISSOLUTION**

The superintendent or designee(s) shall develop a public charter school closure protocol to ensure timely notification to parents, orderly transition of students and student records to new schools, and proper disposition of school funds, property, and assets in accordance with the requirements of the Idaho charter school law. The protocol shall specify tasks, timelines, and responsible parties, including delineating the respective duties of the charter school and the district. The board, through the superintendent or designee, shall oversee and work with the closing charter school to ensure a smooth and orderly closure and transition for students and parents, as guided by the school closure protocol. The closing charter school’s charter holder is responsible for executing the school’s closure.

The assets of the public charter school remaining after all debts of the public charter school have been satisfied must be returned to the district for distribution in accordance with applicable law. The assets shall first be distributed to satisfy outstanding payroll obligations for employees of the public charter school, including any tax, PERSI and other employee benefit obligations, then to creditors of the school, and then to the district. If the assets of the public charter school are insufficient to pay all parties to whom the school owes compensation, the prioritization of the distribution of assets may be determined by decree of a court of law. Assets purchased using federal funds shall be returned to the district for redistribution among other public charter schools authorized by the board of trustees.



**LEGAL REFERENCE:**

Idaho Code Sections

33-5201 *et seq.* – Idaho Charter School Law

67-5201 *et seq.* – Idaho Administrative Procedures Act

**ADOPTED:** March 15, 2018

**AMENDED:** January 23, 2025

The district is governed by a board of trustees consisting of [select one: three (3) members or five (5) members or (specify other number)]. Each member represents a different trustee zone unless a trustee was appointed at-large to fill a board vacancy as provided by Idaho law. Members duly elected to a specific trustee zone who are found to no longer reside in the trustee zone due to a change in trustee zone boundaries will be allowed to continue serving as a trustee for the remainder of the member’s term as long as the member resides at the address used at the time of the election.

Except as otherwise provided by law, a district trustee shall be elected for a term of four (4) years beginning at noon on January 1 next succeeding his/her election.

The board has the powers and duties attributed to it by the Constitution and laws of the State of Idaho, which include the duly adopted rules and regulations of the State Board of Education and the State Department of Education. Members of the board have authority only when acting as a board at a duly called and legally conducted meeting. The board is not bound by any action or statement on the part of an individual board member except when such statement or action is in pursuance of specific instructions from the board.

Individual members of the board have no power separate from the board acting as a whole. No board member, by virtue of his or her office, may exercise any administrative authority with respect to the schools or, as an individual, command the services of any school employee, except as may be provided by law or as authorized by the board.



**LEGAL REFERENCE:**

Idaho Code Sections

33-313 – Trustee Zones

33-501 – Board of Trustees

33-504 – Vacancies on Boards of Trustees

33-506 – Organization and Government of Board of Trustees

74 – 201 *et seq.* – Open Meetings Law

**ADOPTED:** December 26, 1996

**AMENDED:** January 23, 2014  
October 15, 2015  
September 20, 2018  
July 26, 2023

The board shall concern itself primarily with broad questions of policy rather than administrative details. The board will employ a superintendent, professional school administrators, and other staff who shall be held responsible for the effective administration and supervision of the entire school system.

Each member of the board shall attend all meetings, both regular and special. The board, functioning within the framework of laws, court decisions, the rules and regulations of the State Board of Education and the State Department of Education, and similar federal and state mandates, fulfills its mission as the governing body of the district by acting pursuant to its powers and duties as set forth herein. The powers and duties of the board include, but are not limited to, the following:

1. Making by-laws, rules, and regulations for its government, and that of the district, through the adoption of policies that are consistent with the laws of the State of Idaho and the rules of the State Board of Education.
2. Calling special meetings or elections for such purpose as may be necessary for the proper conduct and management of the schools within the district.
3. Employment of all staff members and contractors, including attorneys when deemed in the best interest of the district, or for the purpose of defending the district against any suit or for bringing action deemed necessary to be commenced by the board. Where it is not feasible for the board to meet and appoint an attorney to advise on a matter, the superintendent shall be authorized to contact an attorney of his or her choice for legal advice.
4. Maintaining of at least one (1) elementary school and one (1) secondary school, and provide for the planning, expansion, improvement, financing, construction, maintenance, use and disposition of physical structures of the school system.
5. Adoption of the school calendar, including the setting of school holidays
6. Evaluation of the educational program to determine the effectiveness with which the schools are achieving the educational purpose of the school system.
7. Adoption of courses of study and curricular materials.
8. Adopting and carrying on, and providing for the financing of, a total educational program for this district. This includes approval of the budget, financial reports, audits, major expenditures, and payment of district obligations.
9. Prescribing the minimum standards needed for the efficient operation and improvements of the school system.

10. Establishing policies for the protection of the health and morals of students, including but not limited to, those relating to discipline, and contagious or infectious disease. Developing and maintaining appropriate school safety plans that include background checks as required by Idaho law, building safety plans developed with input from appropriate first responders, law enforcement agencies, and others.
11. Equipping and maintaining a suitable library in the schools and excluding from the libraries all books, tracts, papers, and catechisms of sectarian natures.
12. Supervising and regulating those extracurricular activities which are outside the regular academic courses or curriculum of the public schools.
13. Providing for the dissemination of information relating to the schools necessary for creating a well-informed public.
14. Requiring the establishment and maintenance of records, accounts, archives, and minimum management methods and procedures considered essential to the efficient conduct of school business.



**LEGAL REFERENCE:**

Idaho Code Sections

- 33-506 – Organization and Government of Board of Trustees
- 33-511 – Maintenance of Schools
- 33-512 – Governance of Schools
- 33-513 – Professional Personnel
- 33-601 – Real and Personal Property – Acquisition, Use or Disposal of Same
- 33-701 – Fiscal Year – Payment and Accounting of Funds
- 33-801 – School District Budget
- 74-201 *et seq.* – Open Meetings Law

**ADOPTED:** December 26, 1996

**AMENDED:** October 15, 2015  
May 14, 2018  
July 26, 2023

The board of school district trustees (board) will organize at its first regular meeting after the January 1 directly following an election and elect a chairman, a vice-chairman, a clerk, and a treasurer. The clerk and the treasurer may be members of the board or, in the discretion of the board, either or both may be selected from among competent and responsible persons outside the membership of the board. The board, in its discretion, may allow compensation for the clerk, and for the treasurer if other than the county treasurer.

Each member of the board not otherwise compensated by public moneys will be compensated for actual expenses incurred for travel to, from, and attending meetings of the board. Such compensation will be paid from the district school funds.

### **DUTIES OF BOARD CHAIRMAN**

The chairman of the board will serve as president of the board and is authorized to vote on all issues before the board. The chairman's duties and rights will include:

1. Presiding at all meetings of the board and enforcing the usual parliamentary rules;
2. Offering resolutions and discussing questions;
3. Calling special meetings of the board whenever there is sufficient business to conduct, or upon written request of other members of the board;
4. Advising the Superintendent on the preparation of the agenda for meetings;
5. Exercising such other powers as may be delegated to him/her by the board;
6. Appointing an assistant clerk in the absence of the clerk;
7. Affixing his/her signature to such documents as the annual financial statement, master agreements, board transcript, and all other instruments as deemed necessary by the board for accurate and official board records.
8. Advising the Superintendent so that all regular and special meetings of the board comply with the Idaho Open Meeting Law.

### **DUTIES OF BOARD VICE-CHAIRMAN**

In the absence of the chairman, the vice-chairman will perform the duties and obligations of the chairman.

### **DUTIES OF TREASURER**

The treasurer elected by the board will have such duties as the board may prescribe. The treasurer will be placed under fidelity bond issued under a surety company authorized to do business with

the State of Idaho, in such amount as the board may from time to time determine, or under personal bond equal to twice such determined amount, with at least two (2) sureties who each will qualify as in the case of sureties on the bonds of county officers.

[Note: this sentence only applies to elementary school districts; it is optional language for all other school districts] The county treasurer of the home county of any elementary school district with less than six (6) teachers within the district shall serve as treasurer of such district, if requested to do so by the school district board of trustees.

The treasurer will account for the deposit of all monies of the district in accordance with the provisions of the public depository law, Chapter 1, Title 57, Idaho Code.

The treasurer elected by the board will have such duties as the board may prescribe. Such duties include:

1. Keeping a full and accurate record of the financial transactions of the district; and
2. Depositing the monies of the district in accordance with the provisions of the Public Depository Law (Idaho Code §57-101 et seq.).

#### **DUTIES OF AN ASSISTANT TREASURER**

The board may elect one (1) or more assistant treasurers who will have such duties as the board of trustees may prescribe. Assistant treasurers will be subject to the control, supervision, and direction of the treasurer of the district. An assistant treasurer may perform the statutory duties prescribed by law for the treasurer to the extent authorized by the board.

#### **DUTIES OF THE CLERK**

The clerk of the board has such duties as prescribed by the board. The clerk of the board will attend all meetings of the board, will keep the records of the proceedings, and enter into the record all matters required by law, or by the board. The record will be open to inspection by any person, at all reasonable times.

When the clerk does not attend a meeting of the board, the board will appoint another person who will act as a temporary clerk and who will keep the record of the proceedings. Any such temporary clerk will certify the record to the clerk, who will then enter the record.

When it is deemed prudent by the board, the clerk may be placed under a fidelity bond, in the manner specified in Idaho Code §33-509, in an amount determined by the board.

Additional duties of the clerk prescribed by the board will include:

1. Keeping a full and accurate record of the proceedings of the board. Such minutes will be available to the public;

2. Being responsible to the board for all matters pertaining to the care of the board’s records and documents;
3. Notifying all board members of meetings and ensuring that all special meetings are called in conformance with the Open Meeting Law.



**LEGAL REFERENCE:**

Idaho Code Sections

- 33-506 – Organization and Government of Board of Trustees
- 33-508 – Duties of Clerk
- 33-509 – Duties of Treasurer
- 33-509A – Assistant Treasurers
- 57-127 – Deposit of Public Funds
- 74-101 et seq. – Public Records Law

**ADOPTED:** December 26, 1996

**AMENDED:** October 15, 2015  
May 14, 2018  
September 20, 2018

As a member of my local board of trustees, I will strive to improve student achievement in public education, and to that end I will:

Attend all regularly scheduled board meetings insofar as possible, having read my packet ensuring that I am informed about the issues to be considered at the meetings;

Recognize that the board must comply with the Open Meeting Law and only has authority to make decisions at official board meetings;

Make all decisions based on the available facts and my independent judgment, and refuse to surrender that judgment to individuals or special interest groups;

Understand that the board makes decisions as a team. Individual board members may not commit the board to any action unless so authorized by official board action;

Recognize that decisions are made by a majority vote and the outcome should be supported by all board members;

Acknowledge that policy decisions are a primary function of the board and should be made after full discussion at publicly held board meetings, recognizing that authority to administer policy rests with the superintendent or administrator of the charter school;

Be open, fair and honest – no hidden agendas, and respect the right of other board members to have opinions and ideas which differ from mine;

Recognize that the superintendent or the administrator is the board’s advisor and should be present at all meetings, except when the board is considering the superintendent’s evaluation, contract or salary;

Understand the chain of command and refer problems or complaints to the proper administrative office while refraining from communications that may create conditions of bias should a concern ever rise to the attention of the board as a hearings panel;

Keep abreast of important developments in educational trends, research and practices by individual study and through participation in programs providing such information;

Respect the right of the public to be informed about district decisions and school operations;

Understand that I will receive information that is confidential and cannot be shared;

Give staff the respect and consideration due skilled, professional employees and support the employment of those best qualified to serve as district staff, while insisting on regular and impartial evaluation of all staff;

Present personal criticism of district operations to the superintendent or administrator, not to district staff or to a board meeting;

Refuse to use my board position for personal or family gain or prestige. I will announce any conflicts of interest before board action is taken; and

Remember always that my first and greatest concern must be the educational welfare of the students attending the public schools.



**LEGAL REFERENCE:** Idaho School Boards Association, October 2015

**ADOPTED:** December 26, 1996

**AMENDED:** October 15, 2015

The board of trustees reserves the right to create or establish the rules and regulations for creation and appointment of membership to any committee. The board encourages patron participation and input.

Advisory committees may be appointed by the board when appropriate and shall function in those areas assigned to it by the board. Committees appointed by the board shall be for the purposes of fact-finding, deliberative or advisory actions only. No committee shall be appointed for legislative or administrative tasks.

A staff member or members will be assigned to each committee to help it carry out its functions. Only the board has the authority to act on recommendations submitted by any committee. Only the board has the authority to dissolve any advisory committees it has created. The board shall dissolve any committee it has appointed on the completion of the committee(s) assignments.

The chairman of the board may be an ex-officio member of any appointed committee, or a member of the board may be appointed in this capacity.



**LEGAL REFERENCE:**

Idaho Code Section 33-506

**ADOPTED:** December 26, 1996

**AMENDED:** October 15, 2015

Board members may listen to the problems brought to their attention by a patron of the district, and should encourage patrons and employees to review particular problems with the building principal or superintendent. A board member may bring any matter for review to the attention of any member of the administration and/or to the attention of the board sitting as a whole.



**LEGAL REFERENCE:**

Idaho Code Section  
33-506  
33-511  
33-512

**ADOPTED:** December 26, 1996

**AMENDED:** October 15, 2015

The board of trustees may hold membership in the Idaho School Boards Association, and membership dues may be authorized annually by the board's action. Affiliation with the National School Boards Association and attendant expenses may be authorized by the board.



**LEGAL REFERENCE:**

Idaho Code Section

33-506 – Organization and Government of Board of Trustees

**ADOPTED:** December 26, 1996

**AMENDED:** October 15, 2015  
January 24, 2024

Members of the board, not otherwise compensated from public monies, will be compensated for actual expenses incurred for travel to, from, and attending meetings of the board. Such compensation will be paid from district funds.

Expenses of any board member incurred while traveling on the business of the board, or attending a meeting called by the State Board of Education or the State Superintendent of Public Instruction, or attending any annual or special meeting of the Idaho School Boards Association, will be paid from the general fund of the district.

Whenever any member of the board resides at such distance from the meeting place of the board as to require, in the judgment of the board, such member to incur extraordinary expense in travel from his or her home to and from said meeting place, the board may approve payment to such member of the extraordinary expense incurred in attending any meeting of the board.



**LEGAL REFERENCE:**

Idaho Code Sections

33-506 – Organization and Government of Board of Trustees

33-701 – Fiscal Year – Payment and Accounting of Funds

**ADOPTED:** December 26, 1996

**AMENDED:** November 19, 2015  
January 24, 2024

## **DEFINITIONS**

For the purposes of this policy, the following definitions apply:

“Business” means any undertaking operated for economic gain, including, but not limited to, a corporation, partnership, trust proprietorship, firm, association or joint venture.

“Business with which a public official is associated” means any business of which the public official or member of his household is a director, officer, owner, partner, employee or holder of stock over five thousand dollars (\$5,000) or more at fair market value.

“Conflict of interest” means any official action or any decision or recommendation by a person acting in a capacity of a board member, the effect of which would be the private pecuniary benefit of the board member, a member of his or her household, a relative, or a business with which the board member, a member of his or her household, or a relative is associated.

“Members of a household” means the spouse and dependent children of the board member and/or persons whom the board member is legally obligated to support.

“Official action” means any decision on, or proposal, consideration, enactment, defeat, or making of any rule, regulation, rate-making proceeding or policy action or non-action by the board or any other policy matter which is within the official jurisdiction of the board.

“Relative” means as a person related to the board member by blood or marriage within the second degree.

“Remote interest” means an interest of a board member in a contract that is of: (i) a non-salaried officer of a non-profit corporation; (ii) an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary; (iii) a landlord or tenant of a contracting party; or (iv) a holder of less than one percent (1%) of the shares of a corporation or cooperative which is a contracting party.

“Spouse” means a board member’s husband or wife by lawful marriage.

## **GENERAL PROHIBITIONS**

It is unlawful for any board member to have pecuniary interest, directly or indirectly, in any contract or other transaction pertaining to the maintenance or conduct of the district or to accept any reward or compensation for services rendered as a board member except as otherwise provided by law. It is also unlawful for any board member to be a purchaser at any sale or a vendor at any purchase made by the board member in his/her official capacity.

The receiving, soliciting, or acceptance of district monies for deposit in any bank or trust company, or the lending of money by any bank or trust company to any district, will not be deemed to be a contract pertaining to the maintenance or conduct of the district. The board's payment of compensation to any bank or trust company for services rendered in the transaction of any banking business with the board will also not be deemed the payment of any reward or compensation to any officer or director of any such bank or trust company.

## **DISCLOSURE**

Board members must disclose any actual or potential conflict of interest before taking official action, or making a formal decision or formal recommendation in any matters in which the effect would be the private pecuniary gain of the board member, a spouse, a relative, a dependent, or any person the board member is obligated to support or a business association of any such person. Disclosure of a conflict by a board member does not affect the board member's authority to be counted for purposes of determining a quorum and to debate and to vote on the matter, unless the board member requests to be excused from debate and voting at his or her discretion.

In order to determine whether a conflict of interest exists relative to any matter within the scope of a board member's official functions, he or she may seek legal advice from the attorney representing the board, from the attorney general, or from independent legal counsel. If the legal advice is that no real or potential conflict of interest exists, the public official may proceed and shall not be subject to the prohibitions set forth in Idaho Code §74-404.

## **CONTRACTS WITH BOARD MEMBERS OR THEIR SPOUSES OR RELATIVES**

It is unlawful for a board member to be interested in any contract made by him/her in his/her official capacity, or for the board to enter into or execute any contract with a board member, or his or her spouse or relative, where the terms of said contract requires or will require the payment or delivery of any district funds, money, or property to such board member, or his or her spouse or relative, unless the contract meets the requirements set forth in Idaho Code §§[18-1361](#), [18-1361A](#) or 74-502, and this policy.

### **Non-Compensated Board Member**

The board may accept and award district contracts in which a board member, or his or her spouse or relative, has a direct or indirect interest if the board member receives no salary or fee as compensation for his service on the board and if the following procedures are strictly observed:

1. The contract is competitively bid and the board member, or his or her spouse or relative, submits the low bid;
2. Neither the board member nor his or her spouse or relative takes part in the preparation of the contract or bid specifications, and the board member takes no part in voting on or approving the contract or bid specification;

3. The board member makes full disclosure, in writing, to all members of the board of his or her interest, or the interest of his or her spouse or relative, and sets forth his or her intention, or the intention of his or her spouse or relative, to bid on the contract; and
4. Neither the board member nor his or her spouse or relative has violated any provisions of Idaho law pertaining to competitive bidding or improper solicitation of business.

**Compensated Board Member**

In the event a board member is the clerk or treasurer of the board and is compensated for his or her service, the board may accept and award district contracts in which that board member, or his or her spouse or relative, has a direct or indirect interest if:

1. Less than three (3) suppliers of a good or service exist within a fifteen (15) mile radius of where the good or service is to be provided and the contract is necessary to respond to a disaster; or
2. Less than three (3) suppliers of a good or service exist within a fifteen (15) mile radius of where the good or service is to be provided and the following procedures are strictly observed:
  - a. The contract is competitively bid and the board member, or his or her spouse or relative, submits the low bid;
  - b. Neither the board member nor his or her spouse or relative takes part in the preparation of the contract or bid specifications, and the board member takes no part in voting on or approving the contract or bid specification;
  - c. The board member makes full disclosure, in writing, to all members of the board of his or her interest, or the interest of his or her spouse or relative, and sets forth his or her intention, or the intention of his or her spouse or relative, to bid on the contract; and
  - d. Neither the board member nor his or her spouse or relative has violated any provisions of Idaho law pertaining to competitive bidding or improper solicitation of business.

**Remote Interests**

A board member will not be deemed to be interested in a contract if he has only a remote interest in the contract, as defined herein, and if the fact and extent of such interest is disclosed to the board and noted in the official minutes or similar records prior to the formation of the contract, and thereafter the board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote of the board member having the remote interest. A board member who has a remote interest in a contract must not influence or attempt to influence any other board member to enter into the contract. Any contract entered into in violation of this policy shall be void.

**EMPLOYMENT OF SPOUSES OF BOARD MEMBERS**

No spouse of any board member may be employed by a school district with a fall student enrollment of greater than one thousand two hundred (1,200) in the prior school year. For school districts with a fall student enrollment of one thousand two hundred (1,200) or less in the prior school year and for schools funded as separate schools pursuant to the provisions of Idaho Code §33-1003(2), such spouse may be employed in a nonadministrative position for a school year if each of the following conditions have been met:

1. The position has been listed as open for application on the school district website or in a local newspaper for at least sixty (60) days, unless the opening occurred during the school year, in which case the position will be so listed for at least fifteen (15) days. If the position is listed in a newspaper, the listing will be made in a manner consistent with the provisions of Idaho Code §60-106;
2. No applications were received that met the minimum certification, endorsement, education, or experience requirements of the position other than such spouse; and
3. The board member abstained from voting in the employment of the spouse and was absent from the meeting while such employment was being considered and determined.

The school district or school may employ such spouse for additional school years provided that the above conditions are met for each school year in which such spouse is employed. Any spouse of a board member employed as a certificated employee will be employed under a Category 1 contract.

The board member will abstain from voting in any decisions affecting the compensation, benefits, individual performance evaluation, or disciplinary action related to the spouse and must be absent from the meeting while such issues are being considered and determined. Such limitation includes, but is not limited to, any matters relating to negotiations regarding compensation and benefits; discussion and negotiation with district benefits providers; and any matter relating to the spouse and letters of reprimand, direction, probation, or termination. Such limitations will not prohibit the board member from participating in deliberation and voting upon the district's annual fiscal budget or annual audit report.

**EMPLOYMENT OF RELATIVES OF BOARD MEMBERS**

When a relative of a board member or relative of a board member's spouse is considered for employment by the district, such board member will abstain from voting in the election of such relative and will be absent from the meeting while such employment is being considered and determined.

**GIFTS TO BOARD MEMBERS**

Board members may not solicit, accept, or agree to accept any pecuniary benefit from any person known to be or likely to be interested in such contract, purchase, payment, claim, or transaction with the district. Nor may board members solicit, accept, or receive a pecuniary benefit as payment for services, advice, assistance, or conduct customarily exercised in the course of his or her official duties. This prohibition does not apply to trivial benefits not to exceed the value of fifty dollars (\$50) incidental to personal, professional, or business contracts and involving no substantial risk of undermining official impartiality.

A board member may accept an award of five hundred dollars (\$500) or less given to the board member by a nonprofit organization whose membership is limited to public servants as part of a public servant recognition program that is designed to recognize innovation and achievement in the workplace, provided that the organization awarding the funds discloses in advance on its website the nature of the program, the amount of the award, the names of any persons or entities that contributed to the award and the recipient of the award.

In addition to the provisions of this policy, any purchase of property and services with funds from a Federal award shall follow the provisions set forth in Policy 850 and the District’s Policies and Procedures Manual for the Administration of Federal Education Programs (“Federal Programs Manual”).

**VIOLATIONS**

A board member who violates any of the conflict of interest policies set forth herein may be guilty of a civil offense as provided in Idaho Code §74-406(1) or a misdemeanor as provided in Idaho Code §§18-1360 and 74-509.



**LEGAL REFERENCE:**

Idaho Code Sections

- 18-1351 – Bribery and Corrupt Practices -- Definitions
- 18-1356 – Gifts to Public Servants by Persons Subject to Their Jurisdiction
- 18-1359 – Using Public Position for Personal Gain
- 18-1360 - Penalties
- 18-1361 – Self-Interested Contracts – Exception
- 18-1361A – Non-compensated Appointed Public Servant – Relatives of Public Servant
- 33-506 – Organization and Government of Board of Trustees
- 33-5204(6)-(7) – *Nonprofit Corporation – Liability - Insurance*
- 33-507 – Limitation Upon Authority of Trustees
- 33-1003 – Special Application of Educational Support Units
- 74-401 *et seq.* – Idaho Ethics in Government Act

Federal Regulations References

Education Department General Administrative Regulations (EDGAR), 2 CFR Part 200

2 CFR 200.318 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**ADOPTED:** December 26, 1996

**AMENDED:** July 29, 2004  
October 15, 2015  
March 16, 2017  
February 25, 2021  
October 25, 2023

Note: This policy establishes a ground floor for conduct by board members and is not to be read or interpreted so as to provide “loopholes” or “technicalities” by which one can take advantage of government, the public, or other interested parties. The Idaho Ethics in Government Manual advises that when determining the proper answer to any ethical question, board members should be mindful of the impact a decision may have both legally and publicly.

The five (5) trustee zones for Blackfoot School District will be as follows:

**Trustee Zone No. 1**

BEGINNING at the Southwest corner of Blackfoot school district boundary; thence Northerly on said boundary to the intersection of said boundary and the West boundary of Section 07, Township 3 South, Range 35 East, thence Northeasterly along the North bank of Snake River to the approximate center of Section 5, Township 3 South, Range 35 East; thence Southwesterly along the South bank of Snake River to a Unnamed Cannel approximately 0.2 miles Southeasterly of the Northwest corner of Section 8, Township 3 South, Range 35 East; thence Southeasterly on said Unnamed Channel approximately 0.6 miles to an Unnamed Road; thence Easterly on said Unnamed Road approximately 0.5 miles to West Riverton Road; thence Easterly on said West Riverton Road to 100 South Road; thence Easterly on said I00 South Road to South Highway 91; thence Southwesterly on said South Highway 91 to West Walker Street; thence Southeasterly on said West Walker Street to South Shilling Avenue; thence Southwesterly on said South Shilling Avenue to Blackfoot River; thence Northeasterly on said Blackfoot River to North 600 East; thence Northeasterly along the North boundary of Blackfoot school district to the Southwest corner of Blackfoot school district boundary and the POINT OF BEGINNING.

**Trustee Zone No. 2**

BEGINNING at the intersection of South Shilling Avenue and Blackfoot River; thence Easterly on said Blackfoot River to East Rich Lane; thence Northwesterly on said East Rich Lane to Northwest Main Street; thence Southwesterly on said Northwest Main Street to East Alice Street; thence Southeasterly on said East Alice Street to North Stout Avenue; thence Southwesterly on said North Stout A venue to East Judicial Street; thence Northwesterly on said East Judicial Street to South University Avenue; thence Southwesterly on said South University Avenue to East Walker Street; thence Northwesterly on said East Walker Street to South Shilling Avenue; thence Southwesterly on said South Shilling Avenue to the intersection of South Shilling Avenue and Blackfoot River and the POINT OF BEGINNING.

**Trustee Zone No. 3**

BEGINNING at the intersection of West Riverton Road and I 00 South Road; thence Northeasterly on 1-15 to the South shore of Jensens Lake; thence Easterly on said South shore of Jensens Lake to East Airport Road; thence Northeasterly on said East Airport Road to Airport Road; thence Southerly on said Airport Road to West Francis Street; thence Southeasterly on said West Francis Street to South Highway 91; thence Southwesterly on said South Highway 91 to West Alice Street; thence Southeasterly on said West Alice Street to North Stout Avenue; thence Southwesterly on said North Stout Avenue to East Judicial Street; thence Northwesterly on said East Judicial Street to South University Avenue; thence Southwesterly on said South University Avenue to West Walker Street; thence Northwesterly on said West Walker Street to South Broadway Street; thence Northeasterly on said South Broadway Street to 100 South Road; thence Westerly on said I 00 South Road to the intersection of West Riverton Road and I 00 South Road and the POINT OF BEGINNING.

**Trustee Zone No. 4**

BEGINNING at the intersection of West Riverton Road and 100 South Road; thence Northeasterly on 1-15 to the South shore of Jensens Lake; thence Easterly on said South shore of

Jensens Lake to East Airport Road; thence Northeasterly on said East Airport Road to Teeples Drive; thence Northerly on said Teeples Drive approximately 0.1 miles; thence Southeasterly approximately 230 feet to the Blackfoot City Limits Line; thence Northerly thence Easterly thence Northerly thence Easterly thence Westerly thence Northerly on said Blackfoot City Limits Line to the Snake River; thence Northeasterly on said Snake River to the Blackfoot school district boundary; thence Northerly thence Westerly thence Southerly on said boundary to the Snake River; thence Northeasterly along the North bank of Snake River to the approximate center of Section 5, Township 3 South, Range 35 East; thence Southwesterly along the South bank of Snake River to a Unnamed Channel approximately 0.2 miles Southeasterly of the Northwest corner of Section 8, Township 3 South, Range 35 East; thence Southeasterly on said Unnamed Channel approximately 0.6 miles to an Unnamed Road; thence Easterly on said Unnamed Road approximately 0.5 miles to West Riverton Road; thence Easterly on said West Riverton Road to 100 South Road and the POINT OF BEGINNING.

**Trustee Zone No. 5**

BEGINNING at the intersection of East Airport Road and Airport Road; thence Northeasterly on said East Airport Road to Teeples Drive; thence Northerly on said Teeples Drive approximately 0.1 miles; thence Southeasterly approximately 230 feet to the Blackfoot City Limits Line; thence Northerly thence Easterly thence Northerly thence Easterly thence Westerly thence Northerly on said Blackfoot City Limits Line to the Snake River; thence Northeasterly on said Snake River to the Blackfoot school district boundary, thence Easterly thence Southerly on said boundary to the Blackfoot River, thence Southwesterly on said Blackfoot River to East Rich Lane; thence Northwesterly on said East Rich Lane to Northwest Main Street; thence South-westerly on said Northwest Main Street to West Francis Street; thence Northwesterly on said West Francis Street to Airport Road; thence Northerly on said Airport Road to the intersection of East Airport Road and Airport Road and the POINT OF BEGINNING.

**REDEFINING TRUSTEE ZONES**

The boundaries of the trustee zones in this district are to be defined and drawn so that, as reasonably as may be, each such zone shall have approximately the same population. Trustee zones in this district will be determined to have approximately the same population when the populations of each trustee zone do not vary by more than ten percent (10%).

A proposal to redefine and change trustee zones of this district may be initiated by the board of trustees or by petition signed by not less than fifty (50) school electors residing in the district. If initiated by the board of trustees, such proposal will be initiated at the first meeting following the report of the decennial census. A petition to redefine and change trustee zones may be submitted to the board of trustees at any time. Within one hundred twenty (120) days following the report of the decennial census or the receipt of a petition to redefine and change the trustee zones, the board will prepare a proposal for a change which will equalize the population in each trustee zone and submit the proposal to the State Board of Education. The proposal will include a legal description of each trustee zone as the same would appear pursuant to the proposal, a map of the district showing how each trustee zone would appear, and the approximate population each trustee zone would have, should the proposal become effective. Any proposal to redefine the boundaries of the several trustee zones shall include the determination, where appropriate, the number of trustee zones in each district, and the date of expiration of the term of office for each trustee.

The superintendent or designee will be authorized to review the decennial census, or any proposal to change trustee zone boundaries, and determine whether there has been a shift in population which causes the current trustee zones to not contain approximately the same populations. If it is determined that the population has changed so that the trustee zones are not of approximately the same population, the board will appoint a committee, composed of interested parties, to review the matter. The committee will propose to the board modifications to the trustee zone boundaries which are intended to equalize the population in the various trustee zones.

The State Board of Education will approve or disapprove of the proposal within sixty (60) days and give notice of its decision to the board of trustees in writing. If approved, the trustee zones will change pursuant to the proposal and the district must file a copy of the legal description of each redefined trustee zone and a map of the district showing how each trustee zone will appear with the county clerk. If disapproved, the board must submit a revised proposal to the State Board of Education within forty-five (45) days. Trustee zones may be redefined and changed not more than once every five (5) years.

**IMPLEMENTATION OF PROPOSAL TO REDEFINE TRUSTEE ZONES**

At the next regular meeting of the board following the approval of the proposal, the board will appoint from its membership a trustee for each new trustee zone to serve as trustee until that incumbent trustee’s term expires. If the current board membership includes two (2) incumbent trustees from the same new trustee zone, the board will select the incumbent trustee with the most seniority as the trustee to serve the remainder of his or her term. If both incumbent trustees have equal seniority, the board will choose one (1) of the trustees by the drawing of lots. If there is a trustee vacancy in any trustee zone, the board will appoint an individual residing in the trustee zone to serve as trustee until the next annual meeting. At the next trustee election, a trustee shall be elected to serve during the term specified in the election for the zone. The elected trustee shall assume office at the annual meeting of the board of trustees next following the election.



**LEGAL REFERENCE:**  
Idaho Code Section 33-501

**ADOPTED:** December 26, 1996

**AMENDED:** August 30, 2001  
September 26, 2002  
July 25, 2013  
October 15, 2015  
September 20, 2018

At the time of the nomination and election, or appointment to the board of trustees, each trustee must be eighteen (18) years of age, a United States citizen, an elector of the district and a resident of the trustee zone from which he or she is nominated, or appointed, for a period of at least thirty (30) days prior to the nomination and election, or appointment.

Each trustee will qualify for and assume office at noon on January 1 next succeeding the election, or, if appointed, at the regular meeting of the board next following such appointment.

At the first meeting after a trustee assumes office, an oath of office will be administered to each trustee, whether elected, re-elected, or appointed. The oath may be administered by the clerk, or by another trustee of the district, and the records will show such oath of office to have been taken and by who administered and will be filed with the official records of the district.



**LEGAL REFERENCE:**

Idaho Code Sections

33-405 – Qualification of School Electors

33-501 – Board of Trustees

**ADOPTED:** December 26, 1996

**AMENDED:** August 26, 2004  
October 15, 2015  
September 20, 2018  
July 26, 2023

## **NOMINATION OF TRUSTEES**

Any person legally qualified to hold the office of school trustee may file a declaration of candidacy for the office. The declaration must bear the name of the candidate, state the term for which declaration of candidacy is made, and bear the signature of not less than five (5) school district electors resident of the trustee zone of which the candidate is resident. The declaration of candidacy must be filed with the clerk of the board of trustees not later than five (5) o'clock p.m. on the ninth (9<sup>th</sup>) Friday preceding the day of election of trustees. The clerk of the board of trustees will verify the qualifications of the nominees and shall, not more than seven (7) days following the filing, certify the nominees to be placed on the ballot.

Any person interested in being a write-in candidate for a school trustee position must file a declaration of intent indicating that the person desires the trustee office and is legally qualified to assume the duties of school trustee if elected. The declaration of intent for write-in candidates and signatures of five (5) electors of the candidate's specific zone must be filed with the clerk of the board of trustees not later than forty-five (45) days before the day of election. No write-in vote will be counted unless a declaration of intent has been properly filed.

Any person who filed a declaration of candidacy may withdraw from the election by filing a notarized statement of withdrawal with the clerk of the board of trustees. The notarized statement must contain all the information necessary to identify the person and the office sought, and the reason for the withdrawal. The candidate may not withdraw later than forty-five (45) days prior to the day of the election. The board is prohibited from appointing any candidate who filed a statement of withdrawal, unless the vacancy occurs because of the death of a previous candidate.

## **ELECTION OF TRUSTEES**

If a district is located in one (1) county, the election of the trustees shall be conducted by the county clerk in which the district is located, in compliance with Title 34, Idaho Code.

If the district is a joint district located in two (2) counties, the election of the trustees shall be conducted by the county clerks of the respective counties in which the district is located, in compliance with Title 34, Idaho Code.

If the date for filing written nominations for the office of trustees has expired, and it appears that only one (1) qualified candidate has been nominated for a trustee position, or if only one (1) candidate has filed a write-in declaration of intent as provided in Idaho Code §34-1407, and the candidate has provided to the district's board clerk the signatures of five (5) electors of the candidate's specific zone, then no election will be held for that position, and the board, or the school district clerk with the written permission of the board, will declare such candidate elected as trustee. A certificate of election bearing the seal of the district will be prepared by the school district clerk and delivered to the person declared as elected.

Trustee elections will be held on the Tuesday following the first Monday in November in odd-numbered years. In each trustee zone, the person receiving the greatest number of votes cast in his or her trustee zone will be declared by the board as the trustee elected from that trustee zone. The elected trustee will assume office on January 1, next following the election.

If any two (2) or more persons residing in the same trustee zone have an equal number of votes and a greater number than any other nominee residing in that trustee zone, then the board will determine the winner by a toss of a coin.

Effective July 1, 2018, the terms of incumbent trustees will expire on January 1 following the November election of their successors.

**TRUSTEE CANDIDATE REPORTING REQUIREMENTS**

In school districts with 500 or more students, the candidate disclosure and reporting requirements of sections 67-6601 through 67-6616, Idaho Code, and sections 67-6623 through 67-6630, Idaho Code shall apply to all elections of school district trustees. Any report or filing required to be filed by or for a candidate shall be filed as required by law.



**LEGAL REFERENCE:**

Idaho Code Sections

- 33-401 – Legislative Intent
- 33-501 – Board of Trustees
- 33-502 – Declarations of Candidacy for Trustees
- 33-502B – Board of Trustees – One Nomination – No Election
- 33-503 – Election of Trustees – Uniform Date
- 34-1401 *et seq.* – Uniform District Election Law
- 67-6601 – 67-6630 – Election Campaign Contributions and Expenditures – Lobbyists

**ADOPTED:** December 26, 1996

**AMENDED:** February 24, 2000  
 September 26, 2002  
 August 26, 2004  
 October 27, 2005  
 December 17, 2009  
 March 24, 2011  
 January 26, 2012  
 January 23, 2014  
 October 15, 2015  
 September 20, 2018

**Blackfoot School District No. 55**  
**Guidelines for Patron Involvement in School Board Meeting (Form 260F)**

Board meetings are meetings of trustees held in public for the purpose of conducting the business of the board. Patron input is invited during board meetings on the following basis.

**To request to speak to the board:**

Citizens may address the board under the "Public Forum" heading of the agenda.

Expressions must be appropriate to the public setting. Criticism of personnel or personal attacks are not appropriate.

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

1. Teacher or Staff
2. Principal or Supervisor
3. Director or Administrator
4. Superintendent

If these channels have been exhausted, this form should be completed and turned into the Board Clerk prior to the beginning of the meeting.

Due to their sensitive nature, comments or complaints about personnel or individual students will only be heard in executive session, additionally, other topics you wish to address may only be appropriate for executive session. In such instances, the board will determine if your comments are appropriate for open session of executive session and will notify you accordingly.

In order to be recognized, the citizen must, prior to the beginning of the meeting, sign the Public Input Sheet, which is located on a table at the back of the board room, and identify the topic which he/she wishes to address.

The board will receive such input without comment except to ask relevant questions.

Citizens will be recognized by the chair. Citizen input should not exceed THREE minutes. The chair will assign a timekeeper.

The chair has the authority to control the meeting whenever necessary.

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**PUBLIC INPUT SHEET**

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

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Topic: \_\_\_\_\_

Representing: \_\_\_\_\_

A vacancy will be declared by the board when any nominee has been elected but failed to qualify for office, or within thirty (30) days of when any trustee:

1. Dies;
2. Resigns as trustee;
3. Removes himself/herself from his or her trustee zone of residence, except as provided herein;
4. Is no longer a resident or district elector of the district;
5. Refuses to serve as a trustee; or
6. Without excuse acceptable to the board, fails to attend four (4) consecutive regular meetings of the board.

A vacancy shall also exist when any trustee is recalled and discharged from office in accordance with Idaho Code §34-1712. Such vacancy shall occur at the time of certification of the special recall election and does not require the board of trustees to declare that a vacancy exists. Notwithstanding Idaho Code §§34-1709 and 34-1712, between the time of the special recall election and when the results of the special recall election are proclaimed, the trustee or trustees subject to the special recall election shall not be permitted to participate in any actions that would alter the structure of the board of trustees or create new contractual or financial obligations for the district.

With the exception of a vacancy that occurs due to recall, a declaration of vacancy will be made at any regular or special meeting of the board, at which any of the above-mentioned conditions are determined to exist.

The board will appoint to the vacancy a person qualified to serve as a trustee of the district provided there remains in membership on the board a majority of the membership thereof, and the board will notify the State Superintendent of Public Instruction of the appointment. The appointment must be made within 90 days of the declaration of vacancy. If, after 90 days, the board is unable to appoint a trustee from the zone vacated, the board may appoint a person at-large from within the boundaries of the district to serve as the trustee from the zone where the vacancy occurred. When a member is duly elected to a trustee zone and the member is found to no longer reside in the trustee zone due to a change in the trustee zone boundaries, that member shall be allowed to continue serving as a trustee for the remainder of the member's term as long as the member resides at the address used at the time of election. Otherwise, 120 days from the declaration of vacancy, the board will refer the matter to the board of county commissioners in which it is situated or the home county, if a joint district, and request that the board of county commissioners appoint a trustee to fill the vacancy.

Any person appointed as herein provided will serve for the balance of the unexpired term of the office that was declared vacant and filled by appointment.



**LEGAL REFERENCE:**

Idaho Code Sections

33-501 – Board of Trustees

33-504 – Vacancies on Boards of Trustees

34-1701 *et seq.* – Recall Elections

**ADOPTED:** December 26, 1996

**AMENDED:** December 17, 2009

October 15, 2015

September 20, 2018

July 26, 2023

July 25, 2024

The board of trustees recognizes that it is essential to the maintenance of a democratic society that public business be performed in an open and public manner, except as provided by state law. All meetings of the board of trustees are open to the public and all persons are permitted to attend any regular, special, or emergency meeting of the board. A meeting is defined as the convening of the board 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 or superintendent is physically present at the meeting location.

### **ANNUAL MEETING**

The annual meeting of the board will be held at its regular January meeting each year. The board, at its annual meeting, will establish the regular monthly school board meetings date, time, and location for the year.

At its first regular meeting in January, the board will organize itself and elect a chairman, a vice-chairman, a clerk, and a treasurer. The clerk and the treasurer may be members of the board or, at the discretion of the board, either or both may be selected from among competent and responsible persons outside the membership of the board.

### **REGULAR MEETINGS**

Unless otherwise specified, meetings will be held at Blackfoot School District Office. Regular meetings are held at 6:30 p.m. on the fourth Thursday of every month. The clerk will post the notice of the regular meeting schedule and the agendas for such meetings at a prominent place in the administrative office of the district or, if no such office exists, at the building where the meeting is to be held. If the district at any time maintains an online presence either through a district website or social media platform, the notice for meetings and agendas will also be posted electronically.

In accordance with Idaho law, the board has adopted rules of order and procedure to govern its regular meetings. The rules of order and procedure will be available to the public at each regular meeting of the board and on the district's website, if the district maintains such a website.

### **SPECIAL MEETINGS**

Special meetings may be called by the chairman or by any two (2) members of the board. The board will not hold a special meeting without at least a twenty-four (24) hour meeting and agenda notice, unless an emergency exists. If the time and place of a special meeting has not been determined at a meeting of the board with all members present, then the notice of the time and place will be given to each member and announced by a written notice in at least two (2) or more public buildings within the school district not less than twenty-four (24) hours before the special meeting is to be convened. If the time and place of a special meeting was determined at a regular meeting of the board with all members present, the notice requirement for meetings and agendas

will be satisfied by posting such notices and agendas in a prominent place at the administrative office of the school district not less than twenty-four (24) hours before the special meeting is to be convened. If the district at any time maintains an online presence either through a district website or social media platform, the notice for meetings and agendas will also be posted electronically. Business transacted at a special meeting will be limited to that stated in the notice of meeting.

### **EMERGENCY MEETINGS**

In the event of a situation involving injury or damage to persons or property, or immediate financial loss, or the likelihood of such injury, damage, or loss, the board may meet immediately and take official action without prior notification when the notice requirements of the Idaho Open Meeting law would make such notice impracticable or increase the likelihood or severity of such injury, damage, or loss, and the reason for the emergency is stated at the outset of the meeting.

### **EXECUTIVE SESSIONS**

An executive session at which members of the public are excluded may be held upon a two-thirds (2/3) individual vote of the board. If the board has vacancies such that fewer than two-thirds (2/3) of board members have been seated, then the board may enter into executive session on a simple roll call majority vote. The motion to go into executive session must identify the specific subsection(s) of Idaho Code §74-206 that authorize the executive session. The individual vote will be recorded in the meeting minutes.

#### **Matters Addressed in Executive Session**

The board may hold an executive session 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 (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, individual agent, or public school student.
3. To acquire an interest in real property that is not owned by the school district.
4. To consider records that are exempt from disclosure as provided by the Public Records Law, Chapter 1, Title 74, Idaho Code.
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 for the district to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently

likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

7. To engage in communications with a representative of the district's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed. The mere presence of a representative of the district's risk manager or insurance provider at an executive session does not satisfy this requirement.
8. To consider labor contract matters authorized under Idaho Code §74-206A(1)(a) and (b). Such matters include the deliberation of labor contract offers or formulation of a counteroffer; or receiving information about a specific employee, when the information has a direct bearing on the issues being negotiated and a reasonable person would conclude that the release of that information would violate that employee's right to privacy.

### **Final Decisions**

No final action or final decision may be made in an executive session, with the following exceptions: (1) a decision to place a Category 3 or renewable contract employee on probationary status; (2) a decision to expel or deny enrollment of a student as provided in Idaho Code §33-205(2); and (3) a finding by the board that the immediate return to school attendance by a student who has been temporarily suspended would be detrimental to the health, welfare or safety of other students, as provided in Idaho Code §33-205(3).

### **Notice and Agenda**

Notice of an executive session will be given according to the meeting and agenda notice provisions of a regular or special meeting. If an executive session only will be held by the board, a twenty-four (24) hour meeting and agenda notice will be given according to the special meeting notice provisions set forth above. Such notice will state the reason and specific subsection(s) of Idaho Code §74-206 that authorize the executive session.

### **Prohibition Against Discussing Unidentified Subjects**

The board is prohibited from changing the subject within the executive session to one not identified within the motion to enter the executive session or to any topic for which an executive session is not authorized.

### **PUBLIC PARTICIPATION**

The board will provide the opportunity for members of the public residing in the district to comment on school and education matters at regular meetings of the board and to request the addition of an item directly related to district business to the agenda of a regular meeting. The manner in which public comment and requests for agenda items will be governed by the rules of order and procedure adopted by the board. Under no circumstances will public comment be permitted on topics that would authorize the board to enter an executive session.

**BOARD DECISIONS**

All final actions and final decisions by the board will be made at a regular or special meeting. No final action will be taken on an agenda item added after the start of a meeting unless an emergency is declared necessitating action at that meeting. The declaration and justification for taking final action on an item added after the start of the meeting will be reflected in the minutes. No decision at a regular or special meeting of the board will be made by secret ballot. ♦ ♦ ♦ ♦ ♦

**LEGAL REFERENCE:**

Idaho Code Sections

- 33-205 – Denial of Student Attendance
- 33-510 – Annual Meetings – Regular Meetings – Board of Trustees
- 33-514 – Issuance of Annual Contracts – Support Programs – Categories of Contracts – Optional Placement
- 33-515 – Issuance of Renewable Contracts
- 74-201, *et seq.* – Open Meetings Act

**ADOPTED:** December 26, 1996

**AMENDED:** August 26, 2004  
October 27, 2005  
December 20, 2007  
October 15, 2015  
February 19, 2020  
August 29, 2024

The board of trustees recognizes that all the business and administrative records of the district are public records. Included within those records are hard copy paper records and those records made and/or retained in electronic or other media format. District administration shall determine appropriate procedures to be utilized for the indexing, storage and retrieval of all district records, including those that are in electronic format or other format, to safeguard records and facilitate compliance with the rights of the public to access public records and to comply with other legal requests for access to public records.

Subject to the limitations set forth herein, and as provided by state and federal law, the public has the right to examine and take a copy of any public record of Blackfoot School District No. 55. This policy sets forth the procedure for accessing the district's public records.

The board of trustees confers upon the superintendent the authority to designate a custodian or custodians for all public records of the district. As defined in the Idaho public records law, the custodian is the person or persons having personal custody and control of the public records of the district or authorized access thereto, and includes all delegates of such officials, employees or representatives.

All records of the district will be retained in accordance with the district's records retention policy (Policy 277). A written copy of the minutes from board of trustee meetings will be available to the public within a reasonable time after the meeting in which they are approved. Drafts of the board meeting minutes are considered to be public records and shall be produced upon request. However, such draft minutes will be marked as "unofficial draft minutes not yet reviewed or approved."

## **DEFINITIONS**

"Custodian" means the district employee(s) having physical custody and control of public records of the district, or authorized access thereto, including those employees who have been appointed to respond to requests for public records and other district information on a routine basis, and the designees of all such appointed custodians.

"Public Record" includes, but is not limited to, any writing containing information relating to the conduct or administration of the district's business that is prepared, owned, used, or retained by the district, regardless of the physical form or characteristics, and includes e-mail containing information relating to the conduct and administration of district business.

"Writing" includes, but is not limited to, handwriting, typewriting, printing, photostating, photographing, and every means of recording, including words, pictures, sounds, symbols, or combination thereof, and all papers, maps, magnetic or paper tapes, photographic films and prints, magnetic or punched cards, disks, drums, or other documents.

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**REQUEST TO EXAMINE PUBLIC RECORDS**

The district requires that a request for public records be submitted in writing with the requester’s name, mailing address, e-mail address, and telephone number. A request for public records and delivery of the public records may be made by electronic mail. Requests shall describe the public records sought with sufficient specificity to allow the records custodian to locate the records with reasonable effort. The custodian will make no inquiry of any person who requests a public record except to verify the identity of the requester or to ensure that the requested record or information will not be used for purposes of a mailing or telephone list as prohibited by Idaho Code §74-120. However, the district may provide the requester information to help the requester narrow the scope of the request or to help the requester make the request more specific when the response to the request is likely to be voluminous or require payment. The custodian will maintain vigilance to ensure that records are not altered or destroyed, but may not review, examine, or scrutinize any copy, photograph, or notes in the person’s possession.

Examination of public records must be conducted during regular office or working hours. When necessary, a designated custodian may authorize an examination of records to be done outside of regular working hours. In this event, the persons designated to represent the custodian during such examination will be entitled to reasonable compensation to be paid to them out of funds provided in advance by the person examining the records.

All documentation relating to a public records request will be maintained by the district in accordance with the district’s records retention schedule.

**COSTS FOR PROVIDING PUBLIC RECORDS**

Except for fees that are authorized or prescribed under other provisions of Idaho law, no fee shall be charged for the first two (2) hours of labor in responding to a request for public records, or for copying the first one hundred (100) pages of paper records that are requested. If the information is also available in publication form, the district may offer the published material to the individual or organization at the standard cost of selling the publication.

This district may charge the actual labor cost associated with locating and copying documents when:

1. The request is for more than one hundred (100) pages of paper records; or
2. The request includes records from which nonpublic information must be deleted; or
3. The actual labor associated with locating and copying documents for a request exceeding two (2) person hours.

Labor fees will not exceed reasonable labor costs necessarily incurred in responding to a public records request. Fees, if charged, will reflect the personnel and quantity of time that are reasonably necessary to process a request. Fees for labor costs will be charged at the per hour pay rate of the lowest paid administrative staff employee who is necessary and qualified to process the request.

If a request requires redactions to be made by an attorney the rate charged will be no more than the usual and customary rate of the attorney who is retained by the district for that purpose.

The copying or conversion fee schedule will be made available to those individuals requesting copies and will be updated from time to time as necessary to reflect the actual copying and labor costs to the district.

The district will not charge any cost or fee for copies or labor when the requester demonstrates that the requester's examination and/or copying of public records:

1. Is likely to contribute significantly to the public's understanding of the operations or activities of the government.
2. Is not primarily in the individual interest of the requester including, but not limited to, the requester's interest in litigation in which the requester is or may become a party.
3. If the requester has insufficient financial resources to pay such fees.

The district's statements of fees will be itemized to show per page costs for copies, and hourly rates of employees and attorneys involved in responding to the request, and the actual time spent on the public records request. No lump sum costs will be assigned to any public records request.

The custodian may require advance payment of fees when deemed appropriate. If there is a request to mail copies of documents to an individual, the custodian may request advanced payment for the copies and a stamped, self-addressed envelope large enough for the number of copies. Any portion of an advance payment in excess of the actual costs of labor and copying incurred by the district in responding to the request will be returned to the requester.

A requester may not file multiple requests for public records solely to avoid payment of fees. When the district reasonably believes that one (1) or more requesters is segregating a request into a series of requests to avoid payment of fees authorized pursuant to this section, the district may aggregate such requests and charge the appropriate fees. The district may consider the time period in which the requests have been made in its determination to aggregate the related requests. The district will not aggregate multiple requests on unrelated subjects from one (1) requester.

**RESPONSE TO REQUEST FOR EXAMINATION OF PUBLIC RECORDS**

The district will either grant or deny a person's request to examine or copy public records within three (3) working days of the date of the receipt of the request for examination or copying. If it is determined by employees of the district that a longer period of time is needed to locate or retrieve the public records, the district will notify the requestor in writing and will provide the public records to the person no later than ten (10) working days following the person's request, if the person is an Idaho resident, and no later than twenty-one (21) working days following a request from a non-resident.

If it is determined the existing electronic record requested will first have to be converted to another electronic format by the district or by a third party and that such conversion cannot be completed within ten (10) working days, the district will notify the requestor in writing. The district will provide the converted public record at a time mutually agreed upon between the district and the requester, with due consideration given to any limitations that may exist due to the process of conversion or due to the use of a third party to make the conversion.

If no answer is provided by this district within ten (10) working days, the request will be deemed to have been denied.

**DENIAL OF REQUESTS**

If a request for a record is denied in whole or in part, the person making the request will be notified in writing of the following:

1. A statement that an attorney for the district has reviewed the request, or that the district had the opportunity to consult with an attorney and has chosen not to do so;
2. The statutory basis for the denial;
3. A simple statement of the right to appeal and the time limit for an appeal as set forth in Idaho Code §§74-103 and 74-115.

A certificate of mailing must accompany the notice.

The time limit for filing an appeal is one hundred eighty (180) days from the date the notice of denial is mailed. The sole remedy for protesting the district’s decision is to file a petition in the district court of the county where the records or some part of them are located, requesting the court to compel the district to make the information available or to correct the record.

When a request is denied, the requested records will be retained until the end of the appeal period, until there has been a decision on an appeal, or as otherwise provided by the public records law, whichever is longer. Whenever a request is denied, there should be some indication made on the record that it must not be purged without the approval of a designated custodian.

All documentation relating to the denial of a public records request will be maintained in accordance with the district’s records retention schedule.

**RECORDS EXEMPT FROM DISCLOSURE**

The Idaho Legislature has set forth particular records that are exempt from disclosure to the public. All employees should be aware of the following exemptions that apply to this school district. The following list sets forth some of the designated exempt records:

1. Any public record exempt from disclosure by federal or state law or federal regulations to the extent specifically provided for by such law or regulation. This includes, but is not

limited to, student records under the Family Educational Rights and Privacy Act (FERPA). Student records protected by FERPA will only be disclosed in accordance with the requirements of that law and district policy.

2. Records relating to the appraisal of real property, timber, or mineral rights, prior to its acquisition, sale, or lease by the district.
3. Any estimate prepared by the district that details the cost of a public project until such time as disclosed or bids are opened, or upon award of the contract for construction of the public project.
4. The records of a library that, when examined alone or when examined with other public records, would reveal the identity of the library patron checking out, requesting, or using an item from the library.
5. Computer programs developed and purchased by or for the district for its own use. For purposes of this policy, computer program does not include:
  - a. The original data including, but not limited to, numbers, texts, voice, graphics, and images;
  - b. Analysis, compilation, and other manipulative forms of the original data produced by use of the program;
  - c. The mathematical or statistical formulas that will be used if the manipulative forms of the original data were to be produced manually.
6. Records of any risk retention or self-insurance program prepared in anticipation of litigation or for analysis of or settlement of potential or actual money damage claims against the district and its employees except as otherwise discoverable under the Idaho or federal rules of civil procedure. These records include, but are not limited to, claims evaluations, investigatory records, computerized reports of losses, case reserves, internal documents and correspondence relating thereto. At the time any claim is concluded, only statistical data and actual amounts paid in settlement will be deemed a public record unless otherwise ordered to be sealed by a court of competent jurisdiction. Provided, however, nothing in this paragraph is intended to limit the attorney-client privilege or attorney work product privilege otherwise available to the district, other public agency or independent public body corporate and politic.
7. Test questions, scoring keys, or other examination data used to administer standardized tests or other academic assessments.
8. Records relevant to a controversy to which the district is a party, but which records would not be available to another party under the rules of pretrial discovery for cases pending resolution.

9. Records, other than public expenditure records, related to proposed or existing critical infrastructure held by or in the custody of the district when the disclosure of such information is reasonably likely to jeopardize the safety of persons, property or public safety. Such records may include emergency evacuation, escape or other emergency response plans, vulnerability assessments, operation and security manuals, plans, blueprints, or security codes. District systems to which this paragraph applies include electrical, computer and telecommunication, heating, ventilation, and air conditioning.
10. Retired employees' and retired public officials' home addresses, home telephone numbers, and other financial and non-financial membership records.
11. All personnel records of a current or former employee other than the employee's public service or employment history, classification, pay grade and step, longevity, gross salary and salary history, including bonuses, severance packages, other compensation or vouchered and unvouchered expenses for which reimbursement was paid, status, workplace, and employing district. All other personnel information relating to the employee or applicant, including, but not limited to, information regarding sex, race, marital status, birth date, home address and telephone number, social security number, driver's license number, applications, testing and scoring materials, grievances, correspondence, and performance evaluations, will not be disclosed to the public without the employee's or applicant's written consent. An employee or authorized representative may inspect and copy his or her personnel records, except for material used to screen and test for employment.

**RECORDS CONTAINING A COMBINATION OF BOTH EXEMPT AND NON-EXEMPT MATERIALS**

If any public record contains material which is not exempt from disclosure as well as material which is exempt from disclosure, the district will separate the exempt and nonexempt material and make the nonexempt material available for examination. The district will not deny a request to copy nonexempt material in a public record based upon the fact that the record contains both types of materials.

**INSPECTION AND CORRECTION OF AN INDIVIDUAL'S RECORDS**

An individual may inspect, copy, and request correction of public records pertaining to that person, except those portions of records that are exempt from disclosure. Such requests will be referred to a designated custodian immediately. Within ten (10) days of the receipt of a written request to amend any record pertaining to that person, the district will either:

1. Make any correction of any portion of the record which the person establishes is not accurate, relevant, or complete; or
2. Inform the person in writing of the refusal to amend with the reasons for the refusal and clearly indicate the person's right to appeal the refusal and the time period for doing so as

set forth above in “Denial of Requests” and Idaho Code §§74-103 and 74-115. A certificate of mailing must accompany the notice.

**DISTRIBUTION OR SALE OF MAILING OR TELEPHONE NUMBER LISTS PROHIBITED**

This district will not distribute or sell for use as a mailing list or a telephone number list any list of persons, including students and employees, without first securing the permission of those individuals named on the list. This district will verify the identity of a person requesting a record to ensure that the requested record or information will not be used for purposes of a mailing or telephone list.

**PENALTY AND IMMUNITY**

The public records law provides a penalty of up to one thousand dollars (\$1,000) for a deliberate, bad faith denial of information that should be disclosed. The public records law also provides immunity from liability for the release of records as long as there is a good-faith attempt to comply with the law’s requirements. Therefore, it is important that any questions or any requests that seem doubtful be immediately referred to a designated custodian.



**LEGAL REFERENCE:**

Idaho Code Sections

74-101 *et seq.* – Public Records Act

34 CFR Part 99 – Family Educational Rights and Privacy Act (FERPA)

*Cowles Publishing Company v. Kootenai County Board of Commissioners, et al.*, 144 Idaho 259, 159 P.3d 896 (2007)

**CROSS-REFERENCE:**

Record Retention and Destruction – 277

**ADOPTED:** December 26, 1996

**AMENDED:** December 21, 2006  
December 20, 2007  
October 15, 2015  
September 20, 2018  
January 24, 2024  
July 25, 2024

*[SCHOOL DISTRICT LETTERHEAD]*

[Date]

[Name]

[Company]

[Address]

[City, State Zip Code]

**RE: Request for Public Records Dated \_\_\_\_\_**

Dear \_\_\_\_\_:

Your request for public records dated \_\_\_\_\_ for \_\_\_\_\_ *[summarize request]* was received on \_\_\_\_\_, 20\_\_\_\_. The \_\_\_\_\_ School District is unable to process your request within the statutory three (3) working days. A longer period of time is required to locate, retrieve, review, and/or duplicate the records. Your patience in this matter is appreciated. We will respond to your request in writing within 10 working days.

Sincerely,

[Name]

[Title]

*[SCHOOL DISTRICT LETTERHEAD]*

[Date]

[Name]

[Company]

[Address]

[City, State Zip Code]

**RE: Request for Public Records Dated \_\_\_\_\_**

Dear \_\_\_\_\_:

Your request for public records dated \_\_\_\_\_ for \_\_\_\_\_ *[summarize request]* was received on \_\_\_\_\_, 20\_\_\_\_. The following information applies to your request for public records:

- The documents you requested are attached.
- Your request for documents is denied.
- Your request for documents is granted in part and denied in part.

In the event your record request is denied or partially denied, the reason for such denial is because:

- Public and non-public information is contained in the same document and the non-public information has been redacted.
- The Information requested is exempt from disclosure pursuant to Idaho Code §74-\_\_\_\_\_.

In reviewing your request for public records:

- Your request for information under the Idaho Public Records law and this response has been reviewed by our legal counsel.
- The school district has had an opportunity to consult with an attorney regarding your request for examination or copying of a record and has chosen not to do so.

If you believe you were denied the right to receive copies of certain public records, your sole remedy is to institute a proceeding in the district court of the county where the records are located in conformance with the provisions of Idaho Code§ 74-115. Your petition must be filed within one hundred and eighty (180) calendar days of the mailing of this notice.

Sincerely,

[Name]

[Title]

**Note:** It is highly recommended that legal counsel be consulted in those instances where a public record request may be denied in full or in part.

Idaho Code § 74-103 and District Policy No. 276 provide the public with the opportunity to review or copy public documents. In order to best serve the public and expeditiously process a request for public records, all requests to examine or copy public records must be made in writing and specifically describe the subject matter and records sought, including a specific date range for when the records sought were created. Requests shall describe records sought in sufficient detail to enable staff to locate the records with reasonable effort. All fields in the request form must be filled out. All applicable fees must be paid before staff will work on responding to the request. The request for public records will be acknowledged and granted or denied within three (3) business days. If additional time is needed to locate or retrieve the public records, they will be provided no later than ten (10) business days if the request is from an Idaho resident or no later than twenty-one (21) business days if the request is from a non-Idaho resident. Business days are Monday – Thursday, 8:00 a.m. to 5:00 p.m., following the School District calendar. All requests received after normal business hours (excluding holidays) shall be deemed received the next business day. Note: Records provided pursuant to a public record request are not warranted as to completeness or accuracy. The information provided represents the disclosable information available under Idaho Code, Title 74, Chapter 1 and District Policy No. 276. The district reserves the right to aggregate multiple requests where staff reasonably determines a requester has made multiple requests to avoid payment of fees.

**PLEASE TYPE OR PRINT LEGIBLY**

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Name: \_\_\_\_\_  
First Name Last Name

Company (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Telephone: ( \_\_\_\_\_ ) - \_\_\_\_\_ Facsimile: ( \_\_\_\_\_ ) - \_\_\_\_\_

Signature: \_\_\_\_\_ Email: \_\_\_\_\_

Public Records Request:

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**Legal Department Review:**

\_\_\_\_\_  
[Name] Date

\_\_\_\_\_  
[Name] Date

\_\_\_\_\_  
[Name] Date

**Staff Use Only:**

Request Completed By: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Requestor Contacted: \_\_\_\_\_

Notification By: \_\_\_\_\_

U.S. Mail

Fax

Email

Phone

Request Picked Up By: \_\_\_\_\_

Date Request Picked Up: \_\_\_\_\_

**Copying Fees: Pursuant to I.C. § 74-102(10)**

First 100 Copies = FREE

First 2 Hours Labor = FREE

\_\_\_\_\_ x \$ \_\_\_\_ = \$ \_\_\_\_\_

#Pages (101 Copies)

\_\_\_\_\_ x \$ \_\_\_\_ = \$ \_\_\_\_\_

#Pages (Plan Sheets)

\_\_\_\_\_ x \$ \_\_\_\_ = \$ \_\_\_\_\_

#Tapes/CDs/DVDs

\_\_\_\_\_ x \$ \_\_\_\_ = \$ \_\_\_\_\_

#Labor Hrs/Rate (after first 2 hours)

**TOTAL COST = \$ \_\_\_\_\_**

Blackfoot School District #55, 270 E Bridge, Blackfoot, ID 83221 ~ 208-785-8800 ~ personnel@d55.k12.id.us

Blackfoot School District No. 55 establishes the following guidelines to provide administrative direction pertaining to the retention and/or disposal of district records in connection with the district's obligations under the Idaho Public Records Act, the Uniform Requirements, Cost Principles, and Audit Requirements for Federal Awards, and Education Department General Administrative Regulations (EDGAR).

## **DEFINITION**

“Custodian” means the district employee(s) having personal custody and control of public records of the district, or authorized access thereto, including those employees who have been appointed to respond to requests for public records and other district information on a routine basis, and the designees of all such appointed custodians. For purposes of this policy, there are three (3) types of custodians:

- Official Custodian of Records. This is the person who is the official custodian for the entire district. The official custodian of the district is the superintendent.
- Original Custodian. The originator of a paper or email message or the creator of an electronic record if that person is a district employee; otherwise it is the district employee to whom the message is addressed or to whom the record is sent. If the record is transferred, by agreement or policy, to another person for archival purposes, then that person becomes the legal custodian.
- Records Manager. The administrator responsible for responding to public records requests and coordinating record retention and destruction activities for the district, including coordination of electronic records retention and off-site document storage and disposal activities.

“Electronic Record” means a non-erasable, optical image where additions, deletions, or changes to the original document are not permitted by the technology. An electronic record, for purposes of this policy, accurately reflects the information set forth in the record at the time it was first generated in its final form and is accessible. Emails are electronic records. The original of an electronic record is the one saved on the hard-drive of the original custodian's computer or under that person's name on a server. A paper printout of an electronic record is a copy, not the original.

“Record” means recorded information, in any form, including data in computer systems, created or received and maintained by an organization or person in the transaction of business or the conduct of affairs and kept as evidence of such activity, and includes any writing relating to the conduct of the district's business prepared, owned, used or retained by the district regardless of physical characteristics. A record can exist in a number of formats, including various sizes of paper (original or photocopy), microfilm or any microform, electronic media, optical disk media, CD, Mylar, sepia, blue line, photograph, audio and video tape, punched cards, books, maps.

Examples of the types of records typically maintained by the district include but are not limited to the following:

- General correspondence, including letters and e-mail
- Handwritten notes and electronic notes
- Completed forms and reports and the data used to complete reports
- Personnel documentation, including applications, testing and scoring materials, grievances, correspondence, performance evaluations, and payroll information
- Websites and social media pages (e.g. Facebook, YouTube) created by the district
- Audio and video tapes
- Final, complete and signed (if applicable) documents (e.g. grant applications, contracts, etc.)
- Plans, photographs or drawings
- Data in spreadsheets and databases
- Financial records, including but not limited to budgets, accounting ledgers, all supporting documentation for expenditures, copies of checks, bank statements, etc.

Examples of records that are typically not maintained by the district include the following:

- Convenience copies (extra identical copies created only for convenience of reference or research)
- Drafts of documents and informal notes that have no further value to the district
- Copies of documents furnished to fulfill a public records request
- Blank forms/stocks of publications (provided one copy should be retained for archives to demonstrate compliance or proof of program activities in relation to federal programs compliance monitoring)
- Library or museum materials
- Textbooks, maps used for instruction, and other instructional material
- Personal or junk e-mail
- Ccs of e-mails (or letters) or convenience copies of e-mails (or letters)

“Student Record” means any item of information (in any format, written, electronic, or other) that is directly related to an identifiable district student (current or former) and is maintained by the district or by a district employee in the performance of his or her duties. Student records are maintained in accordance with District Policy 681 and 686.

## **RECORD RETENTION**

Records of the district will be retained in accordance with applicable state and federal law and the records retention schedule selected in this policy below. Where more than one law applies to retention of a particular record, the district will retain the record for longest period of time required.

## **FEDERAL PROGRAMS RECORDS**

Records relating to federal program grants will be retained in accordance with EDGAR requirements and Idaho State Department of Education (SDE) guidance for a period of six (6) years. Such records include all records that fully show:

- The amount of funds under a grant or subgrant;
- How the subgrantee uses those funds;
- The total cost of each project;
- The share of the total cost of each project provided from other sources;
- Other records to facilitate an effective audit;
- Other records to show compliance with federal program requirements; and
- Significant project experiences and results.

### **DESTRUCTION OF RECORDS**

District records maintained on tangible mediums will be shredded or destroyed. Records maintained electronically will be destroyed as determined appropriate by the district's information technology department in coordination with the records manager. The records manager will maintain a log that documents the date of destruction of records.

The district will immediately cease the destruction of all relevant records, even if destruction is authorized by an approved retention schedule, for the following reasons:

1. If the district receives a public records request. Records relating to a public records request that is denied will then be retained for a period of at least 180 days from the date of mailing of the notice of denial or partial denial (the appeal period), until a decision has been rendered on the petition for review, or as otherwise statutorily provided, whichever is longer.
2. If the district believes that an investigation, claim, administrative review or hearing, or litigation is imminent.
3. If the district is notified that an investigation, claim, administrative review or hearing, or litigation has commenced.
4. If the district believes or has been notified that a state or federal audit or investigation is imminent or has commenced.

### **RETENTION SCHEDULE**

This district adopts the State Board of Education Record Retention Schedule of the Idaho Records Management Guide, revised 2008, (including the Administrative, Human Resource and Payroll Records Retention Schedules) and all subsequent amendments to the guide as approved by the Idaho State Board of Education, for the retention and disposal of district records.

## **ELECTRONIC RECORDS**

Information stored on the district's systems and equipment, including email, email attachments, and Web postings are records of the district if they contain information that relates to the conduct of the district's business or its students, teachers, other employees or contractors. The district's email system is provided at district expense to assist employees with carrying out district business by allowing a means for internal communication and external communication with selected individuals and organizations. The email system is to be used for district-related purposes only.

A district email account is not intended for permanent storage of email. It is each employee's responsibility to save and/or file email that he or she wishes to access, or that are district records and required to be retained by law. District electronic records shall be either: (1) saved to an electronic system other than the district email account; (2) electronically archived; or (3) printed on paper and filed as appropriate. Duplicates or personal/junk email should be deleted from the system immediately. These emails do not meet the definition of record and therefore should not be stored on district servers. All other emails will be retained according to the following:

### **Retaining Emails for the Same Period of Time as Other District Records**

The district may access and, to the extent required by law, disclose any email received, sent, or stored in a district email account. The district may retain or dispose of an employee's email, whether an employee is currently or formerly employed by the district. The district superintendent or designee shall ensure that emails are retained as district records in accordance with their classification as described in the district's selected retention schedule. Email trash folders may be purged as often as every 30 days by the district's information technology department or contractor.

## **LITIGATION HOLDS**

When litigation against the district or its employees is filed or threatened, the law imposes a duty upon the district to preserve documents and records that pertain to the issues in the litigation. As soon as the district's attorney becomes aware of pending or threatened litigation, a legal hold directive will be issued to the official custodian of records. Similar holds will be issued in the event of actual or likely government audits or investigations.

A legal hold directive overrides any records retention schedule that may otherwise have called for the transfer, disposal, or destruction of the relevant records, until the hold has been removed by the district's attorney. Email and computer accounts of separated employees that have been placed on a legal hold will be maintained by the district until the hold is released. No employee who has been notified by the superintendent or the district's attorney may alter or delete an electronic or paper document that falls within the scope of that hold. Violation of the hold may subject the individual to disciplinary action, up to and including dismissal.

## **EMPLOYEE DEPARTURES**

The following procedure should be followed for an employee who has announced a decision to leave the district's employ:

The employee is responsible for transferring and/or emptying his or her hardcopy and electronic files (including those in Word, Excel, PowerPoint, email, and any other electronic format), assuring that any records that must be maintained in accordance with this policy and any applicable legal holds are appropriately maintained. The employee should ask his or her supervisor or the information technology department or contractor for assistance with this project, if necessary.

Before the computer used by the employee is assigned to anyone else and/or wiped clean, the employee's supervisor must take all steps necessary to ensure that all records on that computer are retained in accordance with this policy and any applicable legal holds.

## STUDENT RECORDS

Student records will be maintained in accordance with Policy No. 681, Student Records, and Policy 686, Permanent Student Records.



## LEGAL REFERENCE:

Idaho Code §33-506 – Organization and Government of Board of Trustees

Idaho Code §§74-101(3), (12), (13), (16) – Public Records Act

Idaho Records Management Guide, available at:

[https://history.idaho.gov/wp-content/uploads/2018/08/Human\\_Resource\\_Records\\_Book\\_0.pdf](https://history.idaho.gov/wp-content/uploads/2018/08/Human_Resource_Records_Book_0.pdf)

[https://history.idaho.gov/wp-content/uploads/2018/08/Payroll\\_Records\\_Book\\_0.pdf](https://history.idaho.gov/wp-content/uploads/2018/08/Payroll_Records_Book_0.pdf)

[https://history.idaho.gov/wp-content/uploads/2018/08/Administrative\\_Records\\_Book.pdf](https://history.idaho.gov/wp-content/uploads/2018/08/Administrative_Records_Book.pdf)

Education Department General Administrative Regulations (EDGAR) – 2 CFR Part 200

34 C.F.R. §§75.730 – 75.731

34 C.F.R. §§76.730 – 76.731

Federal Rules of Civil Procedure 26 and 34

**ADOPTED:** October 15, 2015

**AMENDED:** August 23, 2017  
September 20, 2018

The *Idaho Records Management Guide* provides guidance for developing and maintaining a district records management program. It contains information on establishing a records management program, electronic document management, public records access, storage requirements, and e-mail retentions considerations.

This district may seek waivers from the State Board of Education when extenuating circumstances preclude compliance with any rule governing Administration, Uniformity or Thoroughness. The superintendent or designee will prepare and submit any waiver requests to the Board of Trustees. The Board of Trustees will review waiver requests on a case-by-case basis, and, if approved, will submit the waiver request to the State Board of Education.



**LEGAL REFERENCE:**

IDAPA 08.02.01.007

**ADOPTED:** December 26, 1998

**REVIEWED:** October 15, 2015

**AMENDED:** February 19, 2020

The Board of Trustees of Blackfoot School District No. 55 recognizes the importance of creating a safe work environment for all district employees, regardless of position or location of assignment. Such an environment benefits the employees, students and patrons by decreasing the risk of injury or illness to those who work for the district. While the board recognizes that it is not possible to eliminate all risk of hazards to the employees, it is committed to taking reasonable steps to diminish unsafe conditions and practices in the workplace.

The board recognizes that creating a safe work environment is contingent on establishing expectations for, and receiving the cooperation of, all employees of the district. Administrators and supervisors will be expected to set an example of commitment to creating a safe workplace. Employees who engage in conduct which they know or have reason to know is unsafe may be disciplined. Action taken will depend on the nature of the conduct and potential risk of harm to employees and others.

Employees, students and patrons are encouraged to report facilities, situations, or operations which they perceive to pose a risk of harm to employees and others on district property.

To accomplish the provisions of this policy, the district will take the following steps under the supervision of the superintendent or his designee:

1. Comply with all applicable federal, state and local regulations addressing workplace safety.
2. Develop a comprehensive workplace safety plan which addresses such issues as facility maintenance, safe operation of equipment and accident prevention.
3. Provide employee training on workplace safety.
4. Establish procedures for reporting potentially hazardous conditions and practices, and investigating those reports.
5. Eliminate hazardous or unsafe conditions and practices within a reasonable time period after the superintendent or designee becomes aware of them.
6. Take other reasonable steps to accomplish the provisions of this policy.



**LEGAL REFERENCE:**  
Idaho Code Section

**ADOPTED:** July 26, 2000

**REVIEWED:** October 15, 2015

It is the policy of this District to provide a learning and working environment free from discrimination and harassment on the basis of race, color, creed, national origin, sex, sexual orientation, gender identity or expression, religion, age, disability, genetic information, protected veteran status or any other characteristic protected by law in its educational programs or employment practices. The purpose of this policy and accompanying Civil Rights Grievance Procedure (Policy 294P1) is to provide a method for the expeditious processing of grievances and a means to eliminate unlawful discrimination or harassment within the District.

Anyone who believes that he/she has been the recipient of illegal discrimination or harassment, based on race, color, national origin, sex, sexual orientation, gender identity or expression, religion, age, disability, genetic information, protected veteran status, political beliefs, or marital or family status may file a grievance in accordance with this policy and the procedures outlined in Policy 294P1.



**LEGAL REFERENCE:**

Idaho Code Sections

H182 (2023, Ch. 239, Session Laws) – Public Prayer  
67-5901 – Idaho Human Rights Act

Federal Law

42 USC §§2000e *et seq.* – Title VII of the Civil Rights Act of 1965  
42 USC §§2000d *et seq.* – Title VI of the Civil Rights Act of 1964  
42 USC §1981 – Section 1981 of the Civil Rights Act of 1866  
42 USC §1983 – Section 1983 of the Civil Rights Act of 1871  
29 USC §206d – The Equal Pay Act 1963  
20 USC §1681 – Title IX of the Education Amendments of 1972  
29 USC §§621 *et seq.* – Age Discrimination and Employment Act of 1967  
42 USC §§12101 *et seq.* – Americans with Disabilities Act of 1990, as amended by the  
ADA Amendments Act of 2008  
29 USC §794 – Section 504 of the Vocational Rehabilitation Act 1973

*Bostock v. Clayton County, Georgia*, 140 S.Ct. 1731 (2020)

*Kennedy v. Bremerton Sch. Dist.*, 142 S.Ct. 2407 (2022)

**CROSS-REFERENCE:**

Civil Rights Grievance Procedures – Policy 294P1

Title IX Grievance Procedures – Policy 296P1

Non-Discrimination in Employment – Policy 410

Sexual Harassment – Policy 414

Student Harassment – Policy 506

Prohibition Against Harassment, Intimidation and Bullying – Policy 506.50

**ADOPTED:** December 26, 1996

**AMENDED:** October 15, 2015  
October 22, 2020  
July 26, 2023

**REVIEWED:** July 25, 2024

This district makes a good faith effort to provide reasonable accommodations for persons with disabilities, whether they are employees or non-employees. If a district employee receives a request for an accommodation he or she believes is unreasonable, the employee will contact the 504/ADA Coordinator. The 504/ADA Coordinator for this district shall be the superintendent or his or her designee.

A committee designated by the superintendent to oversee 504/ADA compliance will then determine whether the accommodation is reasonable or unreasonable, requesting expert assistance from the community if needed. The 504/ADA Coordinator will discuss the determination with the employee or other person, and will respond to any request deemed unreasonable in writing. The person requesting the accommodation may use the civil rights grievance procedures to file a complaint. District employees may appeal committee determinations to the board.

All public meetings, workshops, and conferences sponsored by the district shall meet the following provisions:

#### Meeting Locations

Meetings are to be held in wheelchair accessible locations. The district employee responsible for meeting arrangements must check with the facilities management to determine the accessibility status of a site prior to scheduling the meeting. The 504/ADA Coordinator shall be notified when: a) no accessible locations are available for a meeting, and there is reason to believe mobility impaired persons may wish to attend; or b) whenever particular facilities are found not to be accessible.

#### Safety Procedures

An emergency evacuation is required for each meeting. The recommended procedure should be obtained from the meeting site management and announced to the group at the beginning of the meeting, as well as the location of restrooms and other amenities. Any special procedures for persons with disabilities, such as fire-safe areas, should also be announced.

#### Printed Meeting Notices

The following clause should be included in all printed meeting notices: NOTE: If any auxiliary aids or services are needed for individuals with disabilities, please contact (contact person's name) at (contact person's phone number) or TDD (telephone device for the deaf phone number) no later than three working days before the meeting. The name and phone number of the district staff person in charge of the meeting should be inserted as the "contact person."

Reasonable Accommodations

This district is required to provide reasonable accommodations for persons with disabilities who wish to attend district-sponsored meetings. Accommodations may include interpreters for the deaf, written text in large print or braille, information recorded on audio tape, amplified hearing devices, and assistance with reading instructions or filling out forms. The associated cost, if any, becomes a part of the cost of sponsoring the meeting. Reasonable accommodations should be requested at least three (3) working days before the meeting. Contact persons may request assistance from the 504/ADA Coordinator in providing the necessary accommodations.



**LEGAL REFERENCE:**

Americans with Disabilities Act,  
42 U.S.C. 12101  
Section 504 of the 1973 Rehabilitative Act  
29 U.S.C. 794

**ADOPTED:** December 26, 1996

**AMENDED:** October 15, 2015

Any person who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs or benefits by the district may do so following the procedures below. Policy 401 governs employment-related complaints of disability discrimination.

**Filing of Complaint:** Complaints must be submitted in writing and may be submitted to (a) the principal of the school conducting the relevant program, service or activity; (b) the superintendent; or (c) the designated 504/ADA Coordinator if other than the superintendent.

**Timelines and Procedures:**

- Complaints must be submitted within sixty (60) calendar days of the perceived discrimination. The 60-day requirement shall be strictly applied, except when the 504/ADA Coordinator determines that circumstances exist to warrant a waiver.

Within fifteen (15) calendar days after receipt of the complaint, the 504/ADA Coordinator or designee will meet with the complainant to discuss the complaint and the possible resolutions.

- Within fifteen (15) calendar days of the meeting, the 504/ADA Coordinator or designee will respond in writing and, where appropriate, in a format accessible to the complainant, such as large print, Braille, or audiotape. The response will explain the position of the district and offer options for substantive resolution of the complaint, as appropriate.

**Appeals:**

- If the response by the 504/ADA Coordinator or designee does not satisfactorily resolve the issue, the complainant may appeal the decision within fifteen (15) calendar days after receipt of the response to a 504/ADA Compliance Committee designated by the superintendent.
- Within fifteen (15) calendar days after receipt of the appeal, the 504/ADA Compliance Committee will meet with the complainant to discuss the complaint and possible resolutions.
- Within fifteen (15) calendar days after the meeting, the 504/ADA Compliance Committee will respond in writing and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.
- All written complaints received by the 504/ADA Coordinator or designee, appeals to the 504/ADA Compliance Committee, and responses therefrom, will be retained by the district for at least three (3) years.



**LEGAL REFERENCE:**

Americans with Disabilities Act,  
42 USC 12101, 28 CFR §35.107(a), 28 CFR §35.107(b), 28 CFR §35.130(a)  
Section 504 of the 1973 Rehabilitation Act  
29 USC 794

**ADOPTED:** October 20, 2016

It is the policy of this district to provide a learning and working environment free from discrimination and harassment. This Civil Rights Grievance Procedure is provided as a method for the expeditious processing of grievances and a means to eliminate unlawful discrimination or harassment within the district.

Grievances by employees, students or other persons alleging illegal discrimination by this district, its employees, other students, or third parties in any of the district's public facilities, programs or activities based on race, sex (including sexual orientation or gender identity), national origin, color, age (persons forty (40) years of age or older), religion, marital/family status, political beliefs, or disability may be filed as follows:

### **FILING A CIVIL RIGHTS GRIEVANCE COMPLAINT**

The district's Title IX Coordinator is responsible for receiving grievances, actively and independently investigating the merits of grievances, and assisting the parties in resolving grievances. The Title IX Coordinator may be used as a resource by any party at any level of procedures set forth in this policy.

A complaint should be filed in writing by the complainant, by the complainant's representative, parent or guardian or both. Any complaints received by this district by telephone or verbally will be recorded by the district in written form. Grievances that allege sexual harassment or sexual assault as defined in the district's Title IX Policy and Procedures (296 and 296P1) will be processed under the applicable Title IX procedures. The complaint should set forth the date, place, and nature of the discriminatory action and specify the remedy sought by the complainant. It is the policy of the district to process all grievances in a fair and expeditious manner. Confidentiality will be maintained to the extent required by law.

The complaint must be filed with the office of the superintendent within one hundred eighty (180) days of the alleged discriminatory action. A grievance will not be accepted or reviewed if it is submitted more than one hundred and eighty (180) days after the alleged civil right violation, or from the date the grievant could reasonably become aware of such occurrence.

### **INVESTIGATION AND REPORT**

**Step 1: Informal Resolution (Optional):** An individual with a grievance is encouraged to first discuss it with a district official (e.g., a teacher, school counselor, school nurse, coach, principal, etc.) with the objective of resolving the matter promptly and informally. Employees with a grievance are encouraged to first discuss it with their principal or immediate supervisor with the same objective. However, all grievances under this section should be discussed with the administrator, supervisor, or designee not involved in the alleged discrimination or harassment. All informal or verbal complaints must be documented in writing by the grievant.

**Step 2: Title IX Coordinator:** If the individual feels that the grievance was not satisfactorily resolved at Step 1, or if the individual elects to bypass Step 1, he/she may file a written, signed statement of the grievance with the Title IX Coordinator. The statement must fully set forth the

nature of the grievance; the remedy requested; and the signature of the grievant and date. The grievance shall be made in writing and addressed to:

Staff member name: Ryan Wilson  
Title: Title IX Coordinator  
Address: 270 E. Bridge St.  
Phone: (208) 785-8800  
Fax: (208) 785-8809  
Email: wilsr@d55.k12.id.us

The school district will contact the complainant in writing within ten (10) working days of receipt of the complaint to let him or her know the complaint was received and what action the district has taken or will take in an attempt to resolve the complaint.

Within ninety (90) calendar days after receiving the complaint, the Title IX Coordinator, must investigate the incident and issue a written finding of whether or not discrimination was found. The investigation will include, but not be limited to, interviews with the complainant and school district personnel. The investigator will allow both parties an opportunity to present written statements of witnesses and/or other evidence. If possible, the Title IX Coordinator will resolve the grievance. If the parties to the grievance cannot agree on a resolution, a written report of the investigation report shall be prepared by the Title IX Coordinator or designee which will include:

- A clear statement of the allegations of the grievance and remedy sought.
- A statement of the facts as contended by each of the parties.
- A statement of facts as found by Title IX Coordinator and identification of evidence to support each fact.
- A list of all witnesses interviewed and documents reviewed during the investigation.
- A narrative describing attempts to resolve the grievance.
- The Title IX Coordinator's conclusions as to whether the allegations in the grievance have merit.

If the Title IX Coordinator believes the grievance is valid, he/she will recommend appropriate action to the superintendent. The report must be completed and filed with the superintendent within the ninety (90) day investigation period, unless both parties agree to an extension of time. A summary report shall be sent to the parties of the grievance consistent with confidentiality requirements of federal and state law. Upon approval of the superintendent, the recommendations of the Title IX Coordinator shall be implemented.

If the complainant does not agree with the findings of the superintendent or designee, he or she will have thirty (30) days to provide additional information to the designee of the superintendent to facilitate further review of the complaint.

The superintendent's decision is a final decision and is not appealable, except that the grievant may, in writing, request that the board review the record of the grievance procedure to ensure that board policy and procedures, as set forth herein, have been followed. The complainant will be notified of his or her right to appeal the findings of the district to the proper state or federal

compliance agency. A complainant may at any time file a complaint directly with other agencies identified in this policy or may seek private counsel.

The timelines set forth herein may be waived at the discretion of the Title IX Coordinator if such waiver is determined to be in the best interest of the individuals involved. The Title IX Coordinator will provide written notice to all parties of the reason for the waiver.

All investigators and decision makers are to remain objective in regards to each grievance. Any personal affiliation with any party to the grievance shall be disclosed to the superintendent or designee prior to any actions taking place.

### **REMEDY IF DISCRIMINATION IS FOUND**

If the superintendent or designee finds that the alleged discrimination occurred, the superintendent will take immediate steps to remedy such discrimination and to prevent the recurrence of discrimination. The superintendent will report the investigation findings and proposed remedy, if any, to the board at the next special or regular meeting.

### **FILING OTHER COMPLAINTS**

This policy does not deny the complainant the right to seek private counsel or to file a complaint with the following state and federal agencies:

1. Idaho Human Rights Commission, 317 W. Main Street, Boise, Idaho 83735-0060, phone: (208)334-2873, fax: (208) 334-2664
2. Office for Civil Rights, U.S. Department of Education, 810 3<sup>rd</sup> Avenue, Suite 7509, Seattle, WA 98104, phone: (206) 607-1600, fax: (206) 607-1601.
3. U.S. Department of Justice, Washington, D.C. 20530.
4. Employment complaints may be filed with the Equal Employment Opportunity Commission, 909 1<sup>st</sup> Avenue #400, Seattle, Washington 98104.

### **NO RETALIATORY ACTION**

No individual who has in good faith filed a complaint, testified, assisted or participated in any manner in the investigation of a complaint will be intimidated, coerced or otherwise discriminated against. Any such intimidation, harassment or retaliation is a violation of law and constitutes the basis for filing a separate grievance. Any person who engages in retaliation may be subject to disciplinary action in accordance with applicable district policies.

### **RETENTION OF RECORDS**

All records of complaints and investigations filed under this procedure will be retained with the district for a period of three (3) years. In sexual harassment cases, the records shall not be

purged. In the event an investigation reveals a violation of this policy by an employee or student, any disciplinary action taken as a result of the investigation will be placed in the appropriate employee or student file. Upon separation of employment, any investigative file maintained pursuant to this policy involving an employee shall be moved into the personnel file and shall be redacted as required by Idaho Code §33-1210.

**SCHOOL DISTRICT ACTIONS**

All employees, students, and third parties of the district will be responsible for acting in accordance with this policy.



**LEGAL REFERENCE:**

Idaho Code Sections:

- 33-205 – Denial of School Attendance
- 33-512 – Governance of Schools
- 33-1210 – Information on Past Job Performance
- 67-5901 et seq. – Idaho Human Rights Act

Title VII of the Civil Rights Act of 1965

42 USC §2000e, et seq.

Title VI of the Civil Rights Act of 1964

42 USC §2000d, et seq.

Section 1981 of the Civil Rights Act of 1866

42 USC §1981

Section 1983 of the Civil Rights Act of 1871

42 USC §1983

The Equal Pay Act 1963

29 USC §206d

Title IX of the Education Amendments of 1972

20 USC §1681

Age Discrimination and Employment Act of 1967

29 USC §621, et seq.

Americans with Disabilities Act of 1990

42 USC §12101, et seq.

Section 504 of the Rehabilitation Act 1973

29 USC §794

**ADOPTED:** December 26, 1996

**AMENDED:** October 15, 2015

May 14, 2018

September 16, 2021

April 28, 2022

Title IX of the Education Amendments of 1972 (“Title IX”) is a federal law that prohibits sex-based discrimination in all educational programs and activities, including athletic programs. No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity operated by the district. Title IX protects all participants in the district’s educational programs and activities, including students, parents, employees and job applicants. The district does not discriminate on the basis of sex in its education programs and activities. As used in this policy and accompanying Title IX grievance procedures (see Policy 296P1), sex discrimination includes complaints of sexual harassment or sexual violence.

All questions regarding Title IX requirements may be referred to the district’s Title IX Coordinator, [name]. The Title IX Coordinator may be contacted at: 270 East Bridge Street, Blackfoot, Idaho, (208) 785-8800. The Title IX Coordinator can provide information on Title IX, including information about the Coordinator’s position, complaint procedures and applicable district policies to any student or employee who feels that his or her rights under Title IX have been violated by the district or its officials. In addition, any student or employee may make an inquiry or complaint directly to the U.S. Department of Education, Office for Civil Rights.

This policy, and the procedures for filing a Title IX grievance, will be available in every school site administrative office, posted on the district’s website, and included in student handbooks or other policy and procedure notices provided to students on an annual basis.

## **RETALIATION**

Intimidation, harassment or retaliation against any person filing a grievance or any person participating in the investigation or resolution of a grievance is a violation of law and constitutes the basis for filing a separate grievance. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX or its implementing regulations, constitutes retaliation. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy does not constitute retaliation, provided, however, that a determination of responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith. District students, employees or visitors shall not retaliate against an individual who in good faith reports, associates with the individual reporting, participates in the investigation, or investigates a grievance filed in accordance with this procedure. Any person engaged in retaliatory actions may be subject to disciplinary actions.

## **RECORDKEEPING REQUIREMENTS**

In accordance with applicable Title IX regulations, the district will retain all of the following records for a period of seven (7) years:

- Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district’s education program or activity;
- Any appeal and the result therefrom;
- Any informal resolution and the result therefrom;
- For each report of sexual harassment, whether or not a formal complaint was filed, the district will create and maintain records of any actions take, including supportive measures; why the response was not deliberately indifferent; measures taken to restore or preserve equal access to the district’s educational program or activity; and, if no supportive measures were taken, why that was not deliberately indifferent; and
- All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. All such training materials will be made publicly available on its website or, if the district does not maintain a website, such materials will be made available upon request for inspection by members of the public.

In the event an investigation reveals a violation of the district’s Title IX grievance policy or these procedures by an employee or student, any disciplinary action taken as a result of the investigation will be placed in the appropriate employee or student file. Upon separation of employment, any investigative file maintained pursuant to this policy involving an employee shall be moved into the personnel file and shall be redacted as required by Idaho Code §33-1210.

**FALSE COMPLAINTS**

Individuals who knowingly file false or misleading complaints alleging harassment, discrimination or retaliation are subject to appropriate disciplinary action, including, but not limited to, dismissal of the complaint and discipline under applicable board policy.

**TRAINING**

In accordance with Title IX regulations, the district will ensure that the Title IX Coordinator(s), investigators, decision-makers, and any person who facilitates an informal resolution process receive training on the definition of sexual harassment as set forth in the Title IX regulations, the scope of the district’s education programs or activities, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. In addition, decision-makers will receive training on any technology to be used at live hearings and on issues of relevance of questions and evidence, including when questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant. All investigators will be trained on issues of relevance to create an investigative report that fairly summarizes relevant evidence.



**LEGAL REFERENCE:**

Title IX of the Education Amendments of 1972 (20 USC Section 1681)  
34 CFR Part 106 (Title IX Regulations)  
Idaho Code §33-1210 (Information on Past Job Performance)  
Idaho Code §67-5901 *et seq.* (Idaho Human Rights Act)

**CROSS-REFERENCE:**

Nondiscrimination Policy – Policy 290  
Title IX Grievance Procedures – Policy 296P1  
Non-Discrimination in Employment – Policy 410  
Sexual Harassment (employees) – Policy 414  
Student Harassment – Policy 506  
Prohibition Against Harassment, Intimidation and Bullying – Policy 506.50

**ADOPTED:** October 22, 2020

**REVIEWED:** July 25, 2024

The purpose of these procedures is to secure prompt and equitable resolutions of complaints based on sex discrimination, including complaints of sexual harassment or sexual violence in violation of Title IX of the Education Amendments of 1972 (“Title IX”), and violation of district policies that prohibit these types of discrimination. These procedures apply only to complaints alleging discrimination prohibited by Title IX (including sexual harassment and sexual violence). Regardless of whether a formal complaint is filed as set forth herein, when this district has actual knowledge of sexual harassment in its education programs or activities against a person in the United States, it will respond promptly and in a manner that is not deliberately indifferent. For purposes of this policy, the district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

These procedures shall be available in every school site administrative office, posted on the district website, and included in student handbooks or other policy and procedure notices provided to students and families on an annual basis.

## **DEFINITIONS**

“Actual Knowledge” means notice of sexual harassment or allegations of sexual harassment to the district’s Title IX Coordinator or any official of the district who has authority to institute corrective measures on behalf of the district, or to any employee of an elementary or secondary school. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. As used in this definition, “notice” includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator by any person (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment) in person, or by mail, telephone or email, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report.

“Complainant” means an individual who is alleged to be the victim of conduct that could constitute sexual harassment. Although the Title IX Coordinator may sign a formal complaint of sexual harassment, the Title IX Coordinator is not a complainant for purposes of the procedures set forth herein.

“Day,” for purposes of this procedure, means the calculation of time in complaint processing and, except as otherwise expressly provided, shall exclude Saturdays, Sundays, and federal, state and school holidays or closures.

“District Official” means an employee of the school district, including, but not limited to, teacher, school counselor, school nurse, coach, activities director, principal, assistant principal or district administrator.

“Education Program or Activity” includes, for purposes of this policy, locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs.

“Formal Complaint” means a document filed by a complainant or signed by the Title IX coordinator alleging sexual harassment against a respondent and requesting that the recipient investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the district with which the formal complaint is filed.

“Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

“Responsible Administrator” means the Title IX Coordinator, Superintendent, disciplinary committee, the authorized designee of these persons/committee, or the administrator designated by the Superintendent, as appropriate.

“Sexual Harassment” means conduct on the basis of sex that satisfies one or more of the following:

- An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual’s participation in unwelcome sexual conduct;
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient’s education program or activity; or
- Acts of sexual violence, including sexual assault (as defined by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act at 20 U.S.C. §1092(f)(6)(A)(v)), dating violence (as defined by the Violence Against Women Act at 34 U.S.C. §12291(a)(10)), domestic violence (as defined by the Violence Against Women Act at 34 U.S.C. §12291(a)(8)) and stalking (as defined by the Violence Against Women Act at 34 U.S.C. §12291(a)(30)).

“Supportive Measures” means non-disciplinary, non-punitive, individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or respondent before or after the filing of a formal complaint or where no formal complaint of sexual harassment as defined under Title IX has been filed. Such measures are designed to restore or preserve equal access to the district’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district’s educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of district schools and facilities, and other similar measures.

“Title IX Coordinator” means the employee or employees designated and authorized by the district to coordinate its efforts to comply with its responsibilities under Title IX.

**FILING A TITLE IX GRIEVANCE COMPLAINT – TIME LIMITS AND DISMISSAL**

The Title IX Coordinator or designee shall receive grievances, actively and independently investigate the merits of grievances, and assist the parties in resolving grievances. A complaint should be filed by the complainant as soon as possible after the time of occurrence of the alleged conduct. The Title IX Coordinator or designee may also sign a formal complaint to initiate an investigation. Complaints may be filed in person, by mail, or by email. Any complaints received by this district by telephone or verbally will be recorded by the district in written form. The complaint should set forth the date, place, and nature of the discriminatory conduct, and request that the district investigate the allegation of sexual harassment.

The complaint must be filed with the Title IX Coordinator or designee within one hundred eighty (180) days of the alleged discriminatory action or from the date the complainant could reasonably become aware of such occurrence. Failure of the complainant to comply with any time limitation in these procedures may result in dismissal of the complaint. The timelines set forth in herein may be waived at the discretion of the Title IX Coordinator or designee if such waiver is determined to be in the best interest of the individuals involved. Good cause for delay or extension of timeframes provided herein include considerations such as the absence of a party, a party's advisor or witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. The Title IX Coordinator or designee will provide written notice to all parties of the reason for the waiver.

**Dismissal****Mandatory Dismissal**

The district is required by law to investigate the allegations in a formal complaint. However, the district will dismiss formal complaints in the following circumstances:

- The conduct alleged in the formal complaint would not constitute sexual harassment as defined herein, even if proved; or
- The conduct alleged did not occur in the recipient's education program or activity; or
- The conduct alleged did not occur against a person in the United States.

Within five (5) days after the filing of a formal complaint under this policy, the Title IX Coordinator shall either initiate investigation of the matters alleged or inform the complainant in writing that the matters alleged are not within the jurisdiction of the district to investigate under one or more of the conditions noted above and that the district will not carry out any further investigation. A dismissal of a formal complaint under any of the foregoing circumstances does not preclude the district from taking action under any other district code of conduct or other policy.

**Permissive Dismissal**

The district may dismiss a formal complaint or any allegations therein if, at any time during the investigation, one of the following circumstances arises:

- The complainant notifies the Title IX Coordinator in writing that he/she would like to withdraw the formal complaint or any allegations therein; or
- The respondent is no longer enrolled or employed by the district; or
- Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon a dismissal required or permitted under this policy, the district will promptly send written notice of the dismissal and the reason(s) therefore simultaneously to the parties.

### **CONSOLIDATION OF FORMAL COMPLAINTS**

The district may consolidate formal complaints as to allegations of sexual harassment against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

### **CONFIDENTIALITY**

It is the policy of this district to process all grievances in a fair and expeditious manner. Confidentiality will be maintained to the greatest extent possible. Examples of exceptions to maintaining confidentiality include:

- Information required by law to be reported;
- Information imparted to others in supervisory positions in order to further an investigation or halt a discriminatory practice;
- Information given to the respondent in order to have sufficient information to respond to the allegations.

The district will take all reasonable requests to investigate and respond to a complaint consistent with a request by the complaining party not to disclose his/her name. However, such requests for confidentiality may limit the district's ability to adequately investigate and respond to the allegations raised in the complaint. Requests for confidentiality will therefore be evaluated in the context of the district's responsibility to provide a safe and nondiscriminatory environment for all students, and the request will be weighed against whatever factors the district deems relevant, including, without limitation:

- The complainant's age;
- Circumstances that suggest there is an increased risk of future acts of harassment and/or sexual violence under similar circumstances; and
- Whether the district possesses other means to obtain relevant evidence (e.g., security cameras or personnel, physical evidence);

## GRIEVANCE PROCESS

### Initial Response

(a) **Reporting.** A complainant is encouraged to report allegations of sex discrimination, including sexual harassment, to a district official with the objective of resolving the matter promptly. Grievances under this section should be discussed with a district official who is not involved in the alleged discrimination or harassment. The district official to whom the report is made will promptly notify the Title IX Coordinator of the report.

(b) **Contact by Title IX Coordinator.** The Title IX Coordinator or designee will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

(c) **Equitable Treatment.** Upon receipt of a report of sex discrimination, including sexual harassment, under this policy, the district will treat complainants and respondents equitably and will offer supportive measures to both. The district will follow the grievance process outlined herein before imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent.

(d) **Emergency Removal or Administrative Leave.** The district may remove a respondent on an emergency basis after a report of sexual harassment where such removal is necessary to protect a student or other individual from immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment. Such removal will be based on an individualized safety and risk analysis. In the event of a decision to remove a respondent on an emergency basis, the respondent will be provided with notice and an opportunity to challenge the decision immediately following the removal. Emergency removals under this policy do not affect the rights of a respondent under the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act. Thus, for example, this policy does not require an emergency removal of a student where the district has determined that the threat posed by the student, arising from the sexual harassment allegations, is a manifestation of the student's disability, such that the district is constrained by IDEA requirements.

Where the complaint of sexual harassment involves an employee as the respondent, the district may place the employee respondent on administrative leave during the pendency of the formal grievance process. Any such administrative leave will be processed in accordance with district policies and procedures and applicable Idaho law. Administrative leave under this policy does not affect the rights of an employee respondent under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

**Formal Complaint Procedures**

**Step 1: Reporting.**

(a) A complainant may file a written, signed statement of the grievance with the Title IX Coordinator or designee. The Title IX Coordinator may also sign a formal complaint. The statement must fully set out the following information:

- The nature of the grievance;
- The remedy requested; and
- The signature of the grievant and the date signed.

(b) A grievance shall be made in writing and addressed to the district Title IX Coordinator at the following address:

270 East Bridge Street  
Blackfoot, Idaho 83221  
Phone: (208) 785-8800  
Fax: (208) 785-8809

(c) The Title IX Coordinator or designee will notify the complainant and respondent(s) within a reasonable time frame that the complaint was received and is being processed. Such notice will include all of the following:

- Notice of the district’s grievance process, including the informal resolution process, set forth herein;
- Notice of the allegations of sexual harassment (as defined herein), including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known; the conduct allegedly constituting sexual harassment; and the date and location of the alleged incident, if known;
- Notice that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
- Notice that the parties may have an advisor of their choice who may be, but is not required to be, an attorney; and that they may inspect and review evidence directly related to the allegations, including evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence, whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation; and
- Notice of any provision in the district’s code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of investigation of the complaint, the district decides to investigate allegations about the complainant or respondent that were not included in the original notice, the district will provide notice of such additional allegations to the parties whose identities are known.

**Step 2: Investigation.**

(a) The Title IX Coordinator will oversee that an adequate, reliable and impartial investigation of the complaint is conducted by the principal or designee of the school site where the student is enrolled, the employee is assigned, and/or where the alleged discrimination occurred. Until a determination is made at the conclusion of the grievance process, the respondent will be presumed to not be responsible for the alleged conduct.

(b) In order to provide a neutral and objective investigation, neither the designated investigator nor other Responsible Administrator shall be a party to the complaint being investigated.

(c) In conducting the investigation, the designated investigator shall interview all parties identified in the complaint and other witnesses that the investigator determines may provide information relevant to resolving the complaint allegations. Both the complainant and respondent shall have the opportunity to identify witnesses, including expert witnesses, to be interviewed and provide documentation or other evidence for the designated investigator to review. Nothing in this policy shall limit the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence. In conducting the investigation, the district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding the privilege has waived the privilege.

(d) The district's investigation and resolution of the complaint does not allow the investigator, Responsible Administrator, Title IX Coordinator or any other district official to access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional action in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so. For parties who are under 18 years of age, such written permission shall be from the party's parent or guardian.

(e) The district's investigation and resolution process includes allowing the parties the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of the party's choice (which may be an attorney), and not limiting the choice or presence of advisor for either party in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, which restrictions will apply equally to both parties.

(f) Written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews or other meetings will be provided to all parties whose participation is invited or expected, with sufficient time for the party to prepare to participate.

(g) Both parties will have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. Prior to completion of the investigative report, the designated investigator will provide to each party and respective advisor(s), if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties will have at least ten (10) days after receipt of the evidence to submit a written response, which responses will be considered by the investigator prior to completion of the investigative report.

(h) The investigator will create an investigative report that fairly summarizes relevant evidence, which report will be provided to each party and their respective advisor(s), if any, fourteen (14) days prior to the time set for determination regarding responsibility. The report will be provided in electronic format or hard copy.

### **Step 3: Hearing and Resolution.**

(a) With or without a hearing, after the designated investigator has sent the investigative report to the parties and before the time set for determination, each party will be (i) afforded the opportunity to submit written, relevant questions that a party wants asked of any party or witness; (ii) provided with the answers to such questions; and (iii) given the opportunity to ask limited follow-up questions. The Responsible Administrator(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

(b) In no case will questions and evidence about the complainant's sexual predisposition or prior sexual behavior be considered relevant, unless (i) such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant; or (ii) if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

(c) Live hearings may be held following completion of the question and answer process set forth in Step 3(a) herein where the allegations involve [choose: high school students, secondary students, students over the age of [xx] and/or employees]. Hearings will only be held if both parties agree in writing. In the event a live hearing is held, the Responsible Administrator(s) will provide the parties with written notice of (i) the time, date and place of the hearing; (ii) the right of the parties to have an advisor, who may be an attorney, attend the hearing with the party; and (iii) the right of the parties to appear and present evidence, including cross-examining adult witnesses who may appear, subject to any evidentiary rules provided for

in this procedure. Such notice will be provided at least ten (10) days prior to the date set for hearing to allow the parties to prepare for the hearing.

(d) After the question and answer process set forth in Step 3(a) is completed, and after a hearing, if one is held, the Responsible Administrator(s) will issue a written decision regarding responsibility based on the preponderance of the evidence (i.e. it is more likely than not that discrimination did or did not occur). The decision will be based on an objective evaluation of all relevant evidence, including both inculpatory and exculpatory evidence. Additionally, any credibility determinations made by the Responsible Administrator(s) may not be based on a person's status as a complainant, respondent or witness. The written decision will include:

- Identification of the allegations;
- A description of the procedural steps taken to investigate the allegations;
- The findings of fact supporting the determination;
- The conclusions regarding the application of the district's code of conduct to the facts;
- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility; any disciplinary sanctions imposed on the respondent; and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and
- The procedures and permissible bases for the complainant and respondent to appeal the decision.

(e) The Responsible Administrator will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final on the date that the Responsible Administrator provides the parties with written determination of the result of an appeal, if one is filed, or if an appeal is not filed, on the date which an appeal would no longer be considered timely.

#### **Step 4: Appeal Rights.**

(a) Within ten (10) days of the date the district provides the parties with a written determination regarding responsibility or notice of dismissal of the formal complaint or allegations therein, either the complainant or respondent may file a written appeal of such determination or dismissal with the [choose: board of trustees, superintendent or designee] (the "appellate decision-maker"), on the following bases:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

- The Title IX Coordinator, investigator(s) or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

(b) Upon receipt of an appeal, the appellate decision-maker will notify the other party in writing of the appeal. The parties shall have fifteen (15) days after receipt of the appeal to submit a written statement in support of, or challenging, the outcome. The appellate decision-maker(s) will not be the same person(s) as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s) or the Title IX Coordinator.

(c) Within ten (10) days of convening, the board shall issue a written decision describing the result of the appeal and the rationale for the result. The decision shall be submitted to the Title IX Coordinator and the parties to the grievance simultaneously.

(d) The decision of the appellate decision-maker with regard to implementing the decision is a final decision and is not appealable.

(e) The complainant is not precluded from filing complaints at any time during or after the grievance process with state or federal agencies listed below.

#### **Step 5: Complaints to an External Agency.**

If a party is not satisfied with a decision, the party may file a complaint with the following external agencies:

Idaho Human Rights Commission  
317 W. Main Street  
Boise, ID 83720  
Phone: (208) 334-2873

Office for Civil Rights  
U.S. Department of Education  
915 Second Ave., Suite 3310  
Seattle, WA 98174-1099  
Phone: (206) 607-1632  
Fax: (206) 607-1601

#### **INFORMAL RESOLUTION [Note: This section is optional; districts are not required to provide an informal resolution process].**

The district will not require as a condition of enrollment, continued enrollment, or employment or continued employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment. Similarly, the district will not require the parties to participate in an informal resolution process. However, after a formal complaint is filed, and at any time prior to reaching a determination regarding responsibility, the district may facilitate an informal resolution process that does not involve a full investigation and adjudication in any case that does not involve allegations that an employee of the district sexually harassed a student.

After a formal complaint is filed, the Title IX Coordinator will notify the parties of their right to participate in an informal resolution of the complaint. Such notice will provide:

- The allegations in the complaint;
- The requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;
- Notice of the parties' right to withdraw from the informal resolution process at any time prior to agreeing to a resolution; and
- Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

The parties must agree in writing to participate in the informal resolution process and submit such written consent to the Title IX Coordinator. The Title IX Coordinator shall then select a facilitator to conduct the informal resolution process with the parties, which facilitator shall be from a different school than that school where the parties attend or are employed, and who shall not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The identity of the facilitator shall be provided to the parties in writing, together with notice of the date and time set for the facilitated meeting. The facilitator shall have discretion as to how to conduct the facilitated meeting, based on the facts of the case and consistent with training, district policies and applicable law (e.g., the facilitator may decide to keep the parties in separate rooms during the meeting or otherwise set reasonable ground rules for conducting the facilitation, including what information will be shared with the other party during the meeting).

The district will maintain a record of any informal resolution and the result therefrom in accordance with the recordkeeping requirements of this policy.

### **SUPPORTIVE MEASURES PENDING FINAL DETERMINATION OF THE COMPLAINT**

Title IX requires the district to take steps to ensure equal access to its education programs and activities and protect the parties as necessary, including providing supportive measures before the final outcome of an investigation. The district will take these steps promptly once it has notice of a sexual harassment or sexual violence allegation and will provide the complainant with periodic updates on the status of the investigation. Supportive measures may include modifications in academic or extracurricular activities and schedules, restrictions on contact between the parties, monitoring of certain areas of campus, and other similar accommodations.

The specific supportive measures implemented and the process for implementing those measures will vary depending on the facts of each case. The Title IX Coordinator or designee should consider a number of factors in determining what supportive measures to take, including, for example, the specific needs expressed by the parties; the age of the students involved; the severity or pervasiveness of the allegations; any continuing effects on the complainant; whether the complainant and respondent share class, transportation or extracurricular activities; and

whether other judicial measures have been taken to protect the complainant (e.g., civil protection orders).

## **DISCIPLINARY SANCTIONS OR REMEDIES**

Employees and students may be disciplined if it is determined through this procedure that sexual harassment, as defined herein, or retaliation for reporting, complaining, participating, testifying, assisting or refusing to participate in any manner in an investigation, proceeding, or hearing under this procedure, occurred. In no case will disciplinary sanctions or other actions that are not supportive measures be implemented against a respondent until after a determination of responsibility has been made pursuant to this procedure, including through an informal resolution process, if any.

The Responsible Administrator, including any appellate decision-maker, may impose remedies or sanctions authorized by district policy and applicable state or federal law. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Such remedies may include the same individualized services described as supportive measures herein; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent. Such remedies may include, but are not limited to:

### For students:

- Short or long-term suspension;
- Expulsion;
- Behavior contracts;
- Limitations on extracurricular activities;
- Changes in class schedules.

### For employees:

- Suspension;
- Termination of employment;
- Letters of reprimand;
- Reassignment;
- Referral to the Idaho Professional Standards Commission.

If the remedy imposed is a long-term suspension or expulsion of a student or termination of any employee, any such discipline will be imposed in accordance with applicable due process rights under district policy or state law.



## **LEGAL REFERENCE:**

Title IX of the Education Amendments of 1972 (20 USC Section 1681)

Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act  
20 U.S.C. §1092(f)(6)(A)(v) (definition of sexual assault)

Violence Against Women Act

34 U.S.C. §12291(a)(8) (definition of domestic violence)

34 U.S.C. §12291(a)(10) (definition of dating violence)

34 U.S.C. §12291(a)(30) (definition of stalking)

34 CFR Part 106 (Title IX Regulations)

Idaho Code §33-1210 (Information on Past Job Performance)

Idaho Code §67-5901 et seq. (Idaho Human Rights Act)

**CROSS-REFERENCE:**

Civil Rights Grievance Policy – Policy 290

Non-Discrimination in Employment – Policy 410

Sexual Harassment – Policy 414

Student Harassment – Policy 506

Prohibition Against Harassment, Intimidation and Bullying – Policy 506.50

**ADOPTED: October 22, 2020**

**AMENDED:**

[School District Name/Letterhead]

**PURPOSE:** This form should be used to report conduct that could constitute sex discrimination, including complaints of sexual harassment or sexual violence, in violation of Title IX of the Education Amendments of 1972 (“Title IX”), and as defined in Board Policy 296P1, in order to ensure prompt and equitable resolution of such complaints. This form **only applies** to complaints alleging discrimination prohibited by Title IX (including sexual harassment and sexual violence).

**INSTRUCTIONS:** Individuals alleging Title IX discrimination and requesting review are required to complete this form and submit it to the appropriate administrator as soon as possible after the occurrence of the alleged discrimination. When this form has been completed and signed by a Complainant or the Title IX Coordinator, the alleged sex discrimination, including sexual harassment or sexual violence, will be investigated by the District in accordance with Board Policy 296P1. A copy of this completed form, as well as information about the District’s Title IX grievance process, will be provided to the Complainant and Respondent.

**TITLE IX COORDINATOR:** [name]  
Phone number  
Email address  
Address

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**1. Complainant Information.**

Name of Complainant \_\_\_\_\_ School \_\_\_\_\_  
Address \_\_\_\_\_  
Student Grade (if complainant is a student) \_\_\_\_\_  
Employee school and position (if complainant is an employee) \_\_\_\_\_

**2. Respondent Information.**

Name of person(s) whose conduct is complained of \_\_\_\_\_  
\_\_\_\_\_  
Student Grade and school (if respondent is a student) \_\_\_\_\_  
Employee school and position (if respondent is an employee) \_\_\_\_\_

**3. Nature of Grievance.**

Date(s) and time(s) of alleged sexual harassment or incidents \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Place(s) where conduct occurred (could include school or at home if conduct includes online/electronic mail/social media conduct) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe the conduct/incident(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Witnesses.**

Identify any witnesses to the conduct/incident(s) (include name, phone number and email, if known, and the relationship of the witness to you) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Response to Conduct.**

What action, if any, did you take to respond to the conduct/incident(s) (include name(s) of witnesses or school personnel you talked to, the date(s) of such communication, and the method(s) of communication) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe the result of the action(s) and communication(s) described above \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. Prior Conduct.**

Identify other incidents, if any, with this person, including the date(s), time(s), and place(s) of the incident and describe the conduct/incident(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE ATTACH ANY STATEMENTS, REPORTS OR OTHER DOCUMENTS WHICH YOU FEEL ARE RELEVANT TO YOUR COMPLAINT.**

**I certify that the foregoing information is true and correct.**

Signature of complainant \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

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**FOR SCHOOL DISTRICT USE:**

Complaint taken by (Print Name) \_\_\_\_\_ Date \_\_\_\_\_  
Position: \_\_\_\_\_

[DISTRICT LETTERHEAD]

CONFIDENTIAL

[Date]

**Via U.S. mail and email to:** [email address]

Name of Complainant (include name of parents/guardians if known)

Address

**Re: Notice of Title IX Complaint, Allegations of Sexual Harassment and  
Grievance Process**

Dear [Addressee]:

I am the Title IX Coordinator for the [name] School District (“District”). In that capacity, on [date] I [received OR signed] a formal complaint (the “Complaint”) that includes allegations of sex discrimination under Title IX of the Education Amendments of 1972 (“Title IX”) [made by OR pertain to] [name of complainant] (the “Complainant”). Pursuant to Title IX, sex discrimination may include allegations of sexual harassment or sexual violence. The purpose of this letter is to provide you with notice of the District’s grievance procedures. I am sending a similar written notice to [insert name], the “Respondent.”

In particular, the District has been notified of the following allegations: [insert summary of allegations constituting sexual harassment, including identity of parties involved, if known; conduct allegedly constituting sexual harassment; date and location of the alleged incidents, if known].

Enclosed for your reference is a copy of the District’s grievance procedures as set forth in Board Policy 296P1, which explains the formal grievance process [and the District’s informal resolution process, if any]. Please be sure to review this document as it contains important information about your rights.

In connection with the grievance process, you may have an advisor of your choice, who may be, but is not required to be, an attorney. The advisor may inspect and review evidence, as well as accompany you during interviews that are part of the grievance process.

Please be aware that the Respondent is considered “not responsible” for violating District policy relating to Title IX sexual harassment (Board Policy 296), unless and until [a preponderance of the evidence OR clear and convincing evidence (Note: it should be the same as the standard identified in your procedure)] proves that a violation of policy has occurred. The burden is on the District to gather evidence, investigate the allegations, summarize all relevant evidence in a final investigation report, and make a final determination of responsibility. In accordance with federal regulations and District policy, a final determination of responsibility

will not be made until the conclusion of the investigatory process and after the parties have been given an opportunity to inspect, review, and respond to all directly related and/or relevant evidence obtained by the District. A final determination of responsibility is subject to appeal by either party, and you will be provided with additional written notice of your appeal rights upon the District's final determination of responsibility.

If, during the investigation of the allegations identified above, additional evidence should emerge that necessitates a modification of the allegations, this office will provide you with an updated and revised Notice of Investigation.

[I OR *name of investigator*] will be conducting the investigation of this matter. [My OR *The investigator's*] contact information is:

Address  
Phone number(s)  
Email

[I wish OR *The investigator wishes*] to conduct an initial interview with you on [Date] at [location]. The available interview times are [include at least two options]. If you cannot attend the interview at that time, please let [me OR *the investigator*] know promptly to schedule a different time. If you have any questions about the interview process, including any concerns about [my qualifications OR *the qualifications and training of the investigator*] please contact me directly at [phone number] or [email]. In addition, should you have concerns about bias or conflict of interest relating to the assigned investigator, you must raise such concerns to me prior to your scheduled interview.

In accordance with Board Policy 296P1, the District will conduct this investigation confidentially, except as may be permitted by law or regulations relating to the conduct of any investigation. See, e.g., 20 U.S.C. §1232g; 34 CFR Parts 99, 106; Board Policy 296P1. To that end, you are requested to maintain confidentiality regarding your status as a party, the identity of other parties, and the identity of any witnesses, provided that you may discuss this matter with your advisor or others as necessary within the context of this investigation.

You are reminded that you are prohibited from intimidating, threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by Title IX, including, among other things, making a report or formal complaint of sexual harassment. You are also reminded that Board Policy 296 provides that individuals who knowingly file a false or misleading complaint alleging sexual harassment, discrimination or retaliation are subject to appropriate disciplinary action including, but not limited to, dismissal of the complaint and discipline under applicable Board policy.

In addition to District resources and supportive services that we may have already discussed, I also wanted to encourage you to avail yourself of any of the following resources to help you through this process:

*[Examples include: counselor, including name, contact information, services provided; other internal or external supportive services, including names, contact information and description of services]*

To ensure you are able to fully participate in the grievance process, please let [*me OR other office, e.g. business office, HR office, etc.*] know, prior to your scheduled interview, if you, your advisor, or parent/guardian need reasonable accommodations due to a qualifying disability. [If another office: *The contact person is [name], who can be reached at [phone number].*]

Thank you in advance for your anticipated cooperation in this process. Should you have any questions about the process or your interview, please contact [*me OR your assigned investigator*] at [*phone number*] or [*email*].

Sincerely,

[*name*]  
[*Title IX Coordinator*]  
[*Contact Information*]



**LEGAL REFERENCE:**

**ADOPTED:** May 20, 2021

**AMENDED:**

NOTE: All items in brackets and italics should be filled in with the appropriate information and the brackets removed. The form can be placed on district letterhead and formatting changed to accommodate placement on district or charter school letterhead.

[DISTRICT LETTERHEAD]

CONFIDENTIAL

[Date]

**Via U.S. mail and email to:** [email address]

Name of Respondent (include name of parents/guardians if known)

Address

**Re: Notice of Title IX Complaint, Allegations of Sexual Harassment and  
Grievance Process**

Dear [Name of Respondent and Parents/Guardians]:

I am the Title IX Coordinator for the [name] School District (“District”). In that capacity, on [date] I [received OR signed] a formal complaint (the “Complaint”) that includes allegations of sex discrimination under Title IX of the Education Amendments of 1972 (“Title IX”) against you, the “Respondent,” that were [made by OR pertain to] [name of complainant] (the “Complainant”). Pursuant to Title IX, sex discrimination may include allegations of sexual harassment or sexual violence. The purpose of this letter is to provide you with notice of the District’s grievance procedures. I am sending a similar written notice to the Complainant.

In particular, the District has been notified of the following allegations, as contained in the formal complaint: [insert summary of allegations constituting sexual harassment, including identity of parties involved, if known; conduct allegedly constituting sexual harassment; date and location of the alleged incidents, if known].

Enclosed for your reference is a copy of the District’s grievance procedures as set forth in Board Policy 296P1, which explains the formal grievance process [and the District’s informal resolution process, if any]. Please be sure to review this document as it contains important information about your rights.

In connection with the grievance process, you may have an advisor of your choice, who may be, but is not required to be, an attorney. The advisor may inspect and review evidence, as well as accompany you during interviews that are part of the grievance process.

Please be aware that you are considered “not responsible” for violating District policy relating to Title IX sexual harassment (Board Policy 296), unless and until [a preponderance of the evidence OR clear and convincing evidence (Note: it should be the same as the standard identified in your procedure)] proves that a violation of policy has occurred. The burden is on the District to gather evidence, investigate the allegations, summarize all relevant evidence in a final investigation report, and make a final determination of responsibility. In accordance with federal regulations and District policy, a final determination of responsibility will not be made until the

conclusion of the investigatory process and after the parties have been given an opportunity to inspect, review, and respond to all directly related and/or relevant evidence obtained by the District. A final determination of responsibility is subject to appeal by either party, and you will be provided with additional written notice of your appeal rights upon the District's final determination of responsibility.

If, during the investigation of the allegations identified above, additional evidence should emerge that necessitates a modification of the allegations, this office will provide you with an updated and revised Notice of Investigation.

[*I OR name of investigator*] will be conducting the investigation of this matter. [*My OR The investigator's*] contact information is:

Address  
Phone number(s)  
Email

[*I wish OR The investigator wishes*] to conduct an initial interview with you on [*Date*] at [*Location*]. The available interview times are [*include at least two options*]. If you cannot attend the interview at that time, please let [*me OR the investigator*] know promptly to schedule a different time. If you have any questions about the interview process, including any concerns about [*my qualifications OR the qualifications and training of the investigator*] please contact me directly at [*phone number*] or [*email*]. In addition, should you have concerns about bias or conflict of interest relating to the assigned investigator, you must raise such concerns to me prior to your scheduled interview.

In accordance with Board Policy 296P1, the District will conduct this investigation confidentially, except as may be permitted by law or regulations relating to the conduct of any investigation. *See, e.g.,* 20 U.S.C. §1232g; 34 CFR Parts 99, 106; Board Policy 296P1. To that end, you are requested to maintain confidentiality regarding your status as a party, the identity of other parties, and the identity of any witnesses, provided that you may discuss this matter with your advisor or others as necessary within the context of this investigation.

You are reminded that you are prohibited from intimidating, threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by Title IX, including, among other things, making a report or formal complaint of sexual harassment. You are also reminded that Board Policy 296 provides that individuals who knowingly file a false or misleading complaint alleging sexual harassment, discrimination or retaliation are subject to appropriate disciplinary action including, but not limited to, dismissal of the complaint and discipline under applicable Board policy.

In addition to District resources and supportive services that we may have already discussed, I also wanted to encourage you to avail yourself of any of the following resources to help you through this process:

*[Examples include: counselor, including name, contact information, services provided; other internal or external supportive services, including names, contact information and description of services]*

To ensure you are able to fully participate in the grievance process, please let [*me OR other office, e.g. business office, HR office, etc.*] know, prior to your scheduled interview, if you, your advisor, or parent/guardian need reasonable accommodations due to a qualifying disability. [If another office: *The contact person is [name], who can be reached at [phone number].*]

Thank you in advance for you anticipated cooperation in this process. Should you have any questions about the process or your interview, please contact [*me OR your assigned investigator*] at [*phone number*] or [*email*].

Sincerely,

[*name*]  
[*Title IX Coordinator*]  
[*Contact Information*]



**LEGAL REFERENCE:**

**ADOPTED:** May 20, 2021

**AMENDED:**

NOTE: All items in brackets and italics should be filled in with the appropriate information and the brackets removed. The form can be placed on district letterhead and formatting changed to accommodate placement on district or charter school letterhead.

[DISTRICT LETTERHEAD]

CONFIDENTIAL

[Date]

**Via U.S. mail and email to:** [email address]

Name of Witness (include name of parents/guardians if known)

Address

**Re: Notice of Title IX Complaint, Allegations of Sexual Harassment and Investigation**

Dear [Name of Witness and Parents/Guardians]:

I am the Title IX Coordinator for the [name] School District (“District”). In that capacity, on [date] I [received OR signed] a formal complaint (the “Complaint”) that includes allegations of sex discrimination under Title IX of the Education Amendments of 1972 (“Title IX”) [made by OR pertain] to [insert name] (the “Complainant”) against [insert name] (the “Respondent”). Pursuant to Title IX, sex discrimination may include allegations of sexual harassment or sexual violence. I have been informed that you are a potential witness to the conduct or actions relevant to this matter; accordingly, the purpose of this letter is to provide you with notice of the allegations and the District’s grievance process.

In particular, the District has been notified of the following allegations, as contained in the formal complaint: [insert summary of allegations constituting sexual harassment, including identity of parties involved, if known; conduct allegedly constituting sexual harassment; date and location of the alleged incidents, if known].

[I OR name of investigator] will be conducting the investigation of this matter. [My OR The investigator’s] contact information is:

Address

Phone number(s)

Email

[I wish OR The investigator wishes] to conduct an initial interview with you on [Date] at [location]. The available interview times are [include at least two options]. If you cannot attend the interview at either of these proposed times, please let [me OR the investigator] know promptly to schedule a different time. If you have any questions about the interview process, please contact me directly at [phone number] or [email]. Please bring any evidence you might have relating to the allegations to the interview. Evidence can include documents, audio or video recordings or other materials.

Please be aware that the District’s grievance process requires an investigation before any determination of responsibility is made. At the conclusion of the investigation, an appointed decision-maker will make a final determination of responsibility, based upon the evidence received during the investigation. Until the final determination of responsibility is made, the Respondent is considered “not responsible” for violating District policy relating to Title IX sexual harassment (Board Policy 296).

In accordance with Board Policy 296P1, the District will conduct this investigation confidentially, except as may be permitted by law or regulations relating to the conduct of any investigation. *See, e.g.*, 20 U.S.C. §1232g; 34 CFR Parts 99, 106; Board Policy 296P1. To that end, you are requested to maintain confidentiality regarding your status as a witness, the identity of the parties, and the identity of any other witnesses.

You are reminded that you are prohibited from intimidating, threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by Title IX, including, among other things, making a report or formal complaint of sexual harassment. You are also reminded that Board Policy 296 provides that individuals who knowingly file a false or misleading complaint alleging sexual harassment, discrimination or retaliation are subject to appropriate disciplinary action including, but not limited to, dismissal of the complaint and discipline under applicable Board policy.

Should you need accommodations for the interview due to a disability, please let [*me OR other office, e.g. business office, HR office, etc.*] know prior to your scheduled interview. [If another office: *The contact person is [name], who can be reached at [phone number].*]

Thank you in advance for you anticipated cooperation in this process.

Sincerely,

[*name*]  
[*Title IX Coordinator*]  
[*Contact Information*]



**LEGAL REFERENCE:**

**ADOPTED:** May 20, 2021

**AMENDED:**

NOTE: All items in brackets and italics should be filled in with the appropriate information and the brackets removed. The form can be placed on district letterhead and formatting changed to accommodate placement on district or charter school letterhead.

[DISTRICT LETTERHEAD]

CONFIDENTIAL

[Date]

**Via U.S. mail and email to:** [email address]

Name of Party (include name of parents/guardians if known and applicable) [Note: send one to the Complainant and one to the Respondent]

Address

**Re: Title IX Grievance – Notice of Delay/Continuance**

Dear [Name of Party and Parents/Guardians]:

I am writing in regard to the pending Title IX grievance relating to allegations of sexual harassment. As set forth in Board Policy 296P1, and pursuant to applicable federal regulations, the District has established reasonably prompt timeframes for resolving formal complaints of sexual harassment. It has become apparent that some of the established timeframes require adjustment, and good cause exists to allow for a temporary delay or limited continuance.

In particular, a temporary delay is necessary because [insert discussion of reason(s) for delay. NOTE: Under applicable regulations, “good cause” for delay may include, but is not limited to, considerations such as: (1) the absence of a party, a party’s advisor or witness; (2) concurrent law enforcement action; or (3) the need for language assistance or accommodation of disabilities.] In light of these factors, I have determined that good cause exists for an extension of the required timeframes.

Based on my conclusion that an extension/continuance is necessary, you should anticipate the following: [describe what will happen next, which could include waiting for a party or witness to be available, describing the time period necessary to accommodate a disability, or the time needed to accommodate law enforcement activities.] I will follow up with you no later than [date] to give you an update on the status of the investigation.

You are reminded that you are prohibited from intimidating, threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by Title IX. In addition, you are again directed to maintain confidentiality regarding your status as a party in this matter, the identity of the parties, and the identity of any witnesses, except as may be permitted by law or regulations relating to the conduct of any investigation. Should you have any concerns about this notice, please report them to me.

Sincerely,

*[name]*  
*[Title IX Coordinator]*  
*[Contact Information]*



**LEGAL REFERENCE:**

**ADOPTED:** May 20, 2021

**AMENDED:**

NOTE: All items in brackets and italics should be filled in with the appropriate information and the brackets removed. The form can be placed on district letterhead and formatting changed to accommodate placement on district or charter school letterhead.