

SECTION 400: PERSONNEL

***446 – Negotiated Agreement Terms:** The Legislature amended Idaho Code §74-206A(1)(b) during the 2021 session by removing the term “considering” and replacing it with “deliberating on.” This update reflects the amended statute. We have also updated legal references.

***452 – Suspension of Teaching Certificate:** We have updated this policy to remove language addressing action that may be taken by the Idaho State Department of Education relating to suspension of teaching certificates. While that language is still part of Idaho law, it does not relate to action that a district may take and may therefore cause confusion. We have also clarified which entities may suspend a teaching certificate: either a court or the Professional Standards Commission. We have also updated legal references.

****455 – Master Teachers:** We have revised this policy to reflect the actual language in Idaho Code §33-1004E relating to compensation for master teachers. The law does not use the term “master teacher,” so we have removed that definition, although we retain the terminology.

***457 – Supplemental Contracts:** We have added clarifying language to this policy, including optional language clarifying that supplemental day contracts are subject to state and federal law, board policy, and any applicable terms in the Master Agreement.

***460 – Certificated Employees: Informal Review Procedure:** Updates to legal references

***464 – Exempt Employees:** Minor clarifications

***465 – Employing Retired Teachers:** Updates to legal references

***466 – Leadership Premiums:** Minor clarifications

***470 – Definition of Non-Certificated Personnel:** Updates to legal references and minor clarifications

***471 – At-Will Employment:** Updates to legal references

***472 – Salary Schedule for Non-Certificated Employees:** Updates to legal references

***472.50 – Retirement Severance Pay:** This policy is updated to clarify that retirement severance pay is not required, except as set forth in Idaho Code §33-1228. We have also updated legal references.

***473 – Group Health Insurance for Non-Certificated Employees:** Updates to legal references

***474 – Evaluation of Non-Certificated Employees:** This policy is updated to clarify that if an at-will employee is put on probation, such probation does not alter the at-will status of such employee. Legal references are also updated.

****475 – Overtime Requirements:** We have added language to the policy relating to volunteer work. Under the FLSA, employees may not volunteer their time when the work involves the same type of work which the employee is employed to perform. We have also added language clarifying the record-keeping requirement. Legal references are also updated.

***476P1 – Non-Certificated Employee Grievance Procedure:** Minor clarifications

***490 – Employee Use of Electronic Communication and Social Media:** Minor clarifications

SECTION 600: EDUCATIONAL PROGRAMS

***602 – Accreditation:** This policy is updated to remove the section on Continuous Improvement Plan, as there is already a separate policy for such plan. Legal references are also updated.

****624 – Participation in Statewide Assessments:** The state regulations governing statewide assessments have been updated over the last couple of years; this policy is updated to reflect those changes. Legal references are also updated.

*****673 – Reading Assessment and Intervention Program:** The Legislature amended the statutes relating to reading assessment and intervention in 2021 by creating a new section of law that puts all reading assessment and intervention statutes in one section (Title 33, Chapter 18, Idaho Code). Some language in the statute was also updated. This update reflects the amendments, including updates to legal references.

***681 – Student Records:** Minor clarifications

***686 – Permanent Student Records:** Updates to legal references

SECTION 800: BUSINESS PROCEDURES

***874 – Personnel Records:** Minor clarifications

SECTION 900: BUILDINGS AND SITES

***934 – Trespass on School District Properties:** Updates to legal references

***940 – Electronic Surveillance:** Updates to legal references and minor clarifications

SECTION 1000: COMMUNITY RELATIONS

***1046 – Patron Conduct:** Updates to legal references

DEFINITIONS

“Benefits” means employee insurance, leave time, and sick leave benefits.

“Compensation” means salary and benefits for professional employees.

“Good faith” means honesty, fairness, and lawfulness of purpose with the absence of any intent to defraud, act maliciously, or take unfair advantage; or the observance of reasonable standards of fair dealing.

“Local education organization” means any organization duly chosen and selected by fifty percent (50%) plus one (1) of the professional employees, as defined in Idaho Code §33-1272, excluding administrative personnel, as their representative organization for negotiations.

“Majority of professional employees” means fifty percent (50%) plus one (1) of the professional employees.

“Negotiations” means publicly meeting and conferring in good faith for the purpose of reaching a negotiation agreement.

“Negotiation agreement” means the employment matters and conditions mutually agreed upon in writing between the board of trustees and the local education organization.

“Professional employee” means any certificated employee of the school district, but excludes administrative personnel including superintendents, supervisors, or principals for the purposes of negotiations.

NEGOTIATIONS PROCESS

Either the board or the local education organization may make a request for negotiations. At its discretion, the board may request written evidence from the local education organization that it represents the majority of the professional employees for negotiations. The board may further request that the local education organization establish annually that it represents the majority of professional employees for negotiations prior to the commencement of negotiations. In order to establish a local education organization’s representative status, a local education organization must show that within the last two (2) years, fifty percent (50%) plus one (1) of the professional employees, as defined in Idaho Code §33-1272, indicated agreement to be represented by the local education organization for negotiation purposes. Evidence of fifty percent (50%) plus one (1) inconsistent with this provision shall not be counted in the establishment of representative status.

The individual(s) selected to represent the local education organization will be a member(s) of the organization designated to represent the professional employees and a professional employee(s) of the district. At its discretion, the board may designate any individual(s) as its

representative(s) for negotiations. However, in the event the board chooses to designate any individual(s) other than the superintendent or elected trustee(s) of the school district, the local education organization is authorized to designate any individual(s) of its choosing to represent the organization for negotiations. Negotiations will only occur between the respective designated representatives.

Negotiations will consist of meeting and conferring in good faith on those matters specified in any such negotiation agreement between the board and the local education organization. In the event a conflict exists between the negotiated agreement and state or federal law, state or federal law will prevail unless a provision exists allowing the negotiated agreement to prevail. The board may, without negotiation or reference to any negotiated agreement, take action that may be necessary to carry out its responsibilities due to emergency situations or acts of God.

PUBLIC ACCESS

All negotiations with the local education organization will occur in public, provided, however, that the board or its designated representatives may hold an executive session for the specific purpose of:

- a. ~~Considering-Deliberating~~ on a labor contract offer or to formulate a counteroffer; or
- b. 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.

Joint ratification of all final offers of settlement will be made in open meetings, and each party must provide written evidence confirming to the other that majority ratification has occurred.

Accurate records or minutes will be kept and will be available for public inspection at the district's office during normal business hours. All documentation exchanged between the board, or its designees, and the local education organization will be subject to the public records disclosure laws, including all offers, counteroffers and meeting minutes.

At the earliest possible time practicable, the district will post notice of all negotiation sessions on the front page of its website. If time permits, notices will also be posted within 24 hours of the negotiation sessions at the district's regular meeting physical posting locations. Public testimony, if any, will be posted as an agenda item.

DURATION OF NEGOTIATED AGREEMENTS

All agreements entered into through the negotiation process will have a one (1) year duration of July 1 through June 30 of the ensuing fiscal year. Neither the board nor the local education organization has authority to enter into any agreement or provisions that are in any force or effect for multiple years or indefinitely, or otherwise does not expire on its own terms on or before June 30 of the ensuing fiscal year, with the exception of certain negotiated provisions that meet the criteria for a nonrolling two (2) year duration.

Upon mutual ratification, the board may enter into negotiated provisions with a nonrolling two (2) year duration for any item other than compensation and benefits. The nonrolling two (2) year provision must have a designated start date and end date. The negotiated nonrolling two (2) year provisions may not be renegotiated during the two (2) year term, but may be addressed by the board and the local education organization at the expiration of the end date of the two (2) year term.



LEGAL REFERENCE:

Idaho Code Sections

33-1271 through 1276 – Professional Employee Negotiations

74 – 206 ~~and~~ Executive Sessions – When Authorized

74-206A – ~~Open Meeting Law (executive sessions)~~ Negotiations in Open Session

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*

~~A teaching certificate will be suspended by the Idaho Department of Education after receiving a court order finding that a certificated employee:~~

- ~~1. Is ninety (90) days or two thousand dollars (\$2,000) in arrears for paying child support;~~
- ~~2. Has failed to comply with a subpoena in a paternity or child support proceeding; or~~
- ~~3. Has failed to comply with an order providing for visitation with a minor child.~~

~~The teaching certificate suspension will become final, without additional review or hearing.~~

A certificated employee, whose teaching certificate is suspended ~~by court order or by the Professional Standards Commission~~, will be removed from the certificated employee salary schedule and will be paid as a substitute teacher until the school district is notified that the suspension no longer exists, or until the end of the current semester or term, whichever occurs first.

Any certificated employee on an annual or renewable contract, whose teaching certificate has been suspended by court order, or by the Professional Standards Commission, is in violation of the terms of ~~his/her teaching the~~ contract.

The board of trustees will have the discretion to determine whether to retain or dismiss the employee whose teaching certificate is suspended due to failure to maintain a valid teaching certificate.

A certificated employee on an annual contract for the third full year of continuous employment, whose certificate has been suspended, will no longer be considered for a renewable contract since that employee did not have a valid certification in effect for the required duration of time. If the employee remains employed with this district, and the suspension to his/her certificate is lifted, the employee will be treated as a first-year employee for renewable contract purposes.

A certificated employee on a renewable contract, whose certificate has been suspended, may be terminated from employment after receiving a due process hearing, as required by law. The issue to be heard by the board of trustees at the due process hearing under this policy will pertain to whether the employee has a suspended certificate and is, thus, not qualified to hold a certificated position in this district.



LEGAL REFERENCE:

Idaho Code Sections

7-1401 *et seq.* – Family Law License Suspensions

33-513(5) – Professional Personnel

33-514 – Issuance of Annual Contracts

33-515 – Issuance of Renewable Contracts

33-1201 *et seq.* - Teachers

ADOPTED:

AMENDED:

~~*Reviewed by the Supervisor of Teacher Education and Certification, Idaho Department of Education.~~

DEFINITIONS

~~“Instructional staff member” means those certificated employees employed on a Category 1, Category 2, Category 3, or Renewable contract.~~

~~“Master teacher” means an instructional staff member who has been certified by the national board for professional teaching standards on or before July 1 of each year.~~

COMPENSATION

Any instructional staff member of this district ~~designated as a master teacher~~ who has been certified by the national board for professional teaching standards by July 1 of each year will receive an additional \$2,000 per year for ~~each of~~ five (5) consecutive years from the year in which national board certification was earned, ~~or as appropriated, in addition to his/her salary calculated in accordance with the district’s salary schedule.~~ *The additional compensation will be paid in equal amounts on a monthly basis as part of the monthly paycheck. Each staff member ~~designated as a master teacher~~ qualifying for the additional payment shall provide the appropriate documentation to the superintendent and his/her building principal.*

In accordance with Idaho law, no such payments shall be paid for the period July 1, 2010 through June 30, 2011, nor shall any liabilities accrue or payments be made in the future to any individuals who would have otherwise qualified for a payment during this time period.



LEGAL REFERENCE:

Idaho Code Section 33-1004E – District’s Salary-Based Apportionment

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*

This district may enter into supplemental contracts with certificated employees for extra duty or extra day assignments.

EXTRA DUTY CONTRACTS

An extra duty assignment is, and extra duty supplemental contracts may be used **by the district** for, an assignment which is not part of a certificated employee's regular teaching duties. *Extra duty assignments include, but are not limited to, coaching, directing or otherwise advising extracurricular activities.*

Any extra-duty assignment will be made on an annual basis and is limited to the duration of the school year or other relevant time period as set forth on the supplemental contract. The supplemental contract is separate and apart from the certificated employee's underlying contract and must be in a form approved by the state superintendent of public instruction. *Compensation will be paid for the employee's services as set forth on the supplemental contract and approved by the board. Determining the qualifications for extra-duty assignments and selecting individuals to fulfill each extra-duty assignment is the responsibility of the superintendent or designee.*

Employees do not have a property right to an extra duty assignment and are not entitled to automatic reappointment for the next year or season. If the board does not reissue a supplemental extra duty contract to a certificated employee who was last appointed the extra duty assignment, the board will give written notice to the employee describing reasons for the decision not to reissue the contract. The employee, upon written request to the board, will be entitled to an informal review.

The employee must request an informal review within ten (10) calendar days of the date notice of the intent to not reissue the supplemental contract is mailed or hand delivered to the employee. The employee will be given an opportunity to meet with the board in executive session within fifteen (15) calendar days of the date the request for informal review is filed and explain why he/she disagrees with the board's decision. The employee does not have the right to be represented by an attorney or a representative of the local or state teachers association, present evidence and/or cross-examine witnesses. The board will notify the employee of its final decision in the matter within fifteen (15) calendar days of the date of the informal review.

In the event no certificated employees apply and/or qualify for a particular extra-duty assignment, the administrator may accept applications from non-certificated employees and/or other individuals. Any individual who is assigned an extracurricular assignment shall be required to comply with all applicable district policies and IHSAA regulations, and shall undergo a criminal history check.

EXTRA DAY CONTRACTS

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

certificated employees in the District. Such additional days may be in service of the same activities as the certificated employee's regular teaching duties. Any such extra day contracts shall provide the same daily rate of pay and rights to due process and procedures as provided by the certificated employee's underlying contract (Category 1, 2, 3, or renewable contract). The contract shall be in a form approved by the state superintendent of public instruction. *Supplemental day contracts are subject to state and federal law, board policy, and any applicable terms in the Master Agreement between the district and the local education association.*



LEGAL REFERENCE:

- Idaho Code Sections
 - 33-511 – Maintenance
 - 33-515A – Supplemental Contracts

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*

The district will use the following procedure when a certificated employee, or group of employees, are entitled to an informal review procedure.

The employee or group of employees must request an informal review within ten (10) days of the date notice is mailed or hand delivered to the employee. The employee or group of employees will be given an opportunity to meet with the board in executive session at the next regularly scheduled board meeting and explain the disagreement with the board's decision. The employee or group of employees do not have the right to be represented by an attorney or a representative of the local or state teachers association, present evidence, and/or cross-examine witnesses unless specifically agreed to by the board. The board will notify the employee or group of employees, in writing, of its final decision in the matter within fifteen (15) days of the date of the informal review.



LEGAL REFERENCE:

Idaho Code Sections:

- 33-514(2)(c) – Issuance of Annual Contracts (category 3 contracts)
- 33-515(4) – Issuance of Renewable Contracts (reassignment of administrative employees)
- 33-515(7) – Issuance of Renewable Contracts (financial emergency)
- 33-515A – Supplemental Contracts
- 33-522 – Financial Emergency

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*

This district will follow all requirements set forth in the Fair Labor Standards Act (FLSA). Pursuant to the FLSA, all exempt employees of the district shall be paid a salary and no additional compensation will be paid for hours worked in excess of 40 in a given workweek by an exempt employee. The salary for an exempt employee will be set forth in the annual employment contract.

DEFINITIONS

“Exempt Employees”— means those employees excluded from the overtime provisions of the FLSA, including all employees employed in a bona fide executive, administrative, or professional capacity (including any employee employed in the capacity of academic administrative personnel or teacher in elementary or secondary schools) or as computer systems analysts, computer programmers, software engineers, and other similarly skilled computer employees. Exempt employees are paid a monthly salary.

“Safety Rule of Major Significance”—means those district policies relating to the prevention of serious danger in the workplace or to other employees.

“Salary” means —a predetermined monetary amount constituting all or part of an exempt employee’s compensation.

“Workweek”—consists of five consecutive days during a seven-day period. In this district, the regular workweek begins at *midnight Saturday and ends at midnight the following Saturday, although a regular work schedule is generally based on a Monday through Friday week.*

DEDUCTIONS IN SALARY

The district is authorized to take deductions from an exempt employee’s salary in the following circumstances:

1. An exempt employee is absent from work for one or more full days for personal reasons, other than sickness or disability, and the employee has no accumulated personal leave.
2. An exempt employee is absent for one or more full days due to sickness or disability (including work-related accidents), and the employee has no accumulated sick leave.
3. An exempt employee violates any safety rule of major significance and the board imposes such a deduction in pay as a disciplinary action.
4. An exempt employee violates district rules or is otherwise disciplined pursuant to Idaho Code ~~§Section~~ 33-513, and the board imposes an unpaid disciplinary suspension of one or more full days.

5. The district will not pay exempt employees for any workweek in which they perform no work. The district will pay a proportionate share of an exempt employee's full salary for the time actually worked in the first and last week of employment, basing the payment on an hourly or daily equivalent of the employee's full salary for the time actually worked.
6. Exempt employees on unpaid leave, pursuant to the Family and Medical Leave Act, will be paid a proportionate share of their full salary for time actually worked.
7. The district may offset any amounts received by an exempt employee for jury fees, witness fees, or military pay against the salary due for that particular workweek.
8. The district will make other deductions from the exempt employee's salary, as authorized in writing by the employee or ordered by a court of competent jurisdiction.

When calculating the amount of a deduction, the district may use the hourly or daily equivalent of the exempt employee's full weekly salary or any other amount proportional to the time actually missed by the employee. A deduction from pay as a penalty for violations of major safety rules may be made in any amount.

It is the intent of this district that all salaried employees are properly compensated. This district will not allow improper pay deductions to occur. In the event an exempt employee feels that an improper pay deduction has occurred, the employee may file a written complaint with the *payroll office*. The *payroll office* shall review the matter, and determine whether an improper pay deduction occurred. In the event it is determined that an improper deduction did occur, the employee shall be reimbursed the proper amount in his/her next regularly scheduled paycheck.



LEGAL REFERENCE:

Fair Labor Standards Act
29 CFR Section 541, *et seq.*

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*

School districts may employ certificated school teachers who are receiving retirement benefits from the public employee retirement system of Idaho, except those who received benefits under the early retirement program previously provided by the state in positions requiring such certification, as at-will employees. Any employment contract between the retiree and the school district will be separate and apart from the collective bargaining agreement of the school district.

Retirees employed will accrue one (1) day per month of sick leave, with no annual sick leave accumulation unless additional sick leave is negotiated between the candidate and the school district at the time of employment. No sick leave accrued while employed qualifies for unused sick leave benefits under the public employee retirement system.

School districts are not required to provide health insurance or life insurance benefits to reemployed retirees. Post-termination benefits may be negotiated between the school district and the certificated employee at the time of rehiring but in no event can the parties affect or attempt to affect the provisions governing the public employee retirement system.

A certificated teacher rehired under this policy must perform all teaching assignments made by the district in accordance with the highest professional standards, and must have and maintain the legal qualifications required to teach the assigned grades or subjects during all times that performance is required.



LEGAL REFERENCE:

Idaho Code ~~§Section~~ 33-1004H – Employing Retired Teachers and Administrators
Retired Certified Personnel Contract (as **updated and** approved by the Idaho State Superintendent
of Public Instruction) ~~on 03/28/2019~~

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*

Blackfoot School District No. 55 may provide leadership premium payments to educators the district identifies as serving in a leadership capacity requiring additional time and responsibilities above and beyond their regular duties.

The decision as to whom and how many receive leadership premiums, and in what amounts, is made at the sole discretion of the board and is not subject to collective bargaining. Leadership premiums are a one-time bonus, valid only for the fiscal year in which the premiums are paid.

The board may provide multiple leadership premiums to an instructional or pupil service staff employee. However, no employee may receive cumulative leadership premiums in excess of twenty-five percent (25%) of the minimum salary as designated on the career ladder pursuant to section 33-1004B, Idaho Code, nor less than nine hundred dollars (\$900), regardless of such employees' full- or part-time status.

Duties for which leadership premiums may be paid must require that the employee work additional time as a condition of the receipt of a leadership premium. Leadership premiums shall be paid to instructional or pupil service staff employees for one (1) or more leadership activities identified by the board of trustees as leadership priorities including, but not limited to, the following:

1. Teaching a course in which students earn both high school and college credit.
2. Teaching a course to middle school students in which the students earn both middle school and high school credit.
3. Holding and providing service in multiple nonadministrative certificate or subject endorsement areas.
4. Serving or being hired to serve in an instructional **or pupil service** position designated as hard to fill by the board of trustees.
5. **Serving or being hired to serve in a hard to fill instructional position in a career technical education program;**
6. Providing mentoring, peer assistance, or professional development pursuant to **Idaho Code §section 33-512(17), Idaho Code.**
7. Having received professional development in career and academic counseling, and then providing career or academic counseling for students, with such services incorporated within or provided in addition to the teacher's regular classroom instructional **or pupil service** duties.

8. Other leadership duties designated by the board of trustees, exclusive of duties related to student activities or athletics.



LEGAL REFERENCE:

Idaho Code Sections

33-512 – Governance of Schools

33-1002 – Educational Support Program

33-1004B – Career Ladder

33-1004F – Obligations to Retirement and Social Security Benefits

33-1004J – Leadership Premiums

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*

Classified Non-certificated personnel are those individuals employed by the district who are not required to have a teaching certificate to qualify for the position. Non-certificated personnel include, but are not be limited to, the following:

1. Educational assistants or paraprofessionals;
2. Custodial and maintenance employees;
3. Clerical employees;
4. ~~Lunch room~~Food/nutrition service employees;
5. Bus drivers; ~~and~~
6. Summer maintenance employees; ~~and-~~
7. Academic and college or career advisors and student mentors.

QUALIFICATIONS AND JOB DESCRIPTIONS

Minimum qualifications and job descriptions will be established by ~~the~~ district administrators and approved by the board for all non-certificated positions. The qualifications and job description shall be in writing and made available to district employees and other persons seeking employment through the local unemployment office. In addition, the district may advertise non-certificated positions as necessary to attract qualified employees.



LEGAL REFERENCE:

Idaho Code Sections

33-511 – Maintenance of Schools

33-517 – Noncertificated Personnel

33-1212A, ~~as added by HB313, Session Law Chapter 314, 2015 Legislature. Academic~~
~~and~~ - College and Career Advisors and Student Mentors

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*

The board will annually review and determine its staffing needs for non-certificated employees. The board authorizes the superintendent or designee to hire employees to fill open, non-certificated positions in the district, as needed, and create new positions when an emergency arises. Non-certificated personnel will be hired based upon their qualifications for the position.

Non-certificated personnel are at-will employees with no property rights in their employment. Non-certificated personnel are not entitled to any expectations of future employment with the district.

At the time of initial employment, and annually thereafter, all non-certificated employees will receive a letter of appointment. The letter of appointment does not alter the employee's at-will employment status. The letter of appointment is intended to set forth relevant information, including, but not limited to, the non-certificated employee's work schedule, rate of pay, and other benefits; notify the non-certificated employee of the district's requirement that he/she comply with district policy; and notify the employee that the employment is at-will.

~~*Classified personnel shall be evaluated not less than once per school year. However, for any employee receiving a less than satisfactory evaluation, that employee has no right to a probationary period if it is determined that the employment should be terminated.*~~

~~*Job descriptions for all classified employees shall be in writing and made available to employees of the district or other persons seeking employment.*~~

~~*Job assignments are made by the division or department concerned; however, the superintendent or his representative shall have full power and authority to assign employees to positions in any location in Blackfoot School District No. 55. The superintendent of schools or his designee may also assign job hours as the position dictates.*~~



LEGAL REFERENCE:

Idaho Code Sections

33-511 – Maintenance of Schools

33-517 – Noncertificated Personnel

ADOPTED:

AMENDED:

ATTACHMENTS:

Classified Employee Notice of At Will Employment

**CLASSIFIED EMPLOYEE NOTICE OF AT-WILL EMPLOYMENT
BLACKFOOT SCHOOL DISTRICT NO. 55**

TO: Employee Name
FROM: Name, Superintendent
DATE:
RE: (school year) Work Assignment

The purpose of this memorandum is to formally notify you of your (school year) work assignment and salary.

POSITION: SPECIAL ED PARAPROFESSIONAL

SALARY: Base Salary \$
Extracurricular \$
Extended Contract \$
Total Salary \$
Hourly Rate \$
Hours Per Day

LOCATION: _____ SCHOOL

WORK DATES: _____ FTE _____ Days

Classified employees are those persons employed by Blackfoot School District No. 55 (hereinafter "School District") who are not required to have a teaching certificate to qualify for the position. Classified employees are at-will employees, are not entitled to any expectations of either continuing or future employment with the district, and may be terminated without prior notice or cause at any time.

This Notice of At-Will Employment does not change the classified employee's at-will status; rather, it is intended to provide information pertaining to the work schedule, rate of pay, and benefits, if any. Prior to beginning employment with the School District, the above-named individual has signed Attachment A addressing prior work experience and criminal background. The terms and duties of employment set forth above may change or be terminated at any time.

Your salary will be paid on or before the 20th of each month.

Duties. The employee agrees to perform such duties at such times and places and in the manner as the School District or its representatives determine, and as set forth in the applicable job description and/or directed by his/her supervisor.

Leave and Holidays. Classified, full-time employees will be credited sick leave at the rate of 0.0619 per day. Classified employees who work less than full-time, but more than 20 hours per week, will be credited sick leave at a rate calculated proportionate to the average hours worked per day, pursuant to Board Policy 407.50 and Idaho Code § 33-1216. The employee may be entitled to paid and unpaid leave as set forth in the School District's policies.

Applicable Law, Rules, and Policies. This at-will employment is subject to the applicable laws of the State of Idaho, the promulgated rules of the State Board of Education, and the policies of the School District, which are incorporated by reference. The employee shall abide by those laws, rules, and policies at all times.

Termination of At-Will Status. The employee is employed on an at-will basis at the discretion of the School District and this employment may be terminated by either the employee or the employer at any time without prior notice. Nothing provided to the employee is intended to change the employee's at-will status.

cc: Personnel File

The board of trustees will establish salary schedules for ~~classified non-certificated~~ positions in the school system. Following the adoption of any schedule, the administration will use that schedule as a guide in employing ~~classified and compensating non-certificated~~ employees.

~~Placement on a classified employee salary schedule will be determined following a review of successful, prior similar experience. District No. 55 will grant successful, prior similar experience for secretaries with prior secretarial experience, custodians with prior custodial experience, etc. Prior work experience does not qualify as prior successful similar experience.~~



LEGAL REFERENCE:

Idaho Code Sections

-33-506 – Organization and Government of Board of Trustees

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*

*The board of trustees establishes this policy allowing for the granting of retirement severance pay ~~pursuant to Idaho Code Section 33-1216~~. This policy does not mandate the granting of retirement severance pay to any employee, **except as may be required by Idaho Code §33-1228, or by District policy**. Rather, the board has discretion to grant retirement severance pay, which shall be negotiated and memorialized in a written agreement between the individual employee and the board of trustees.*



LEGAL REFERENCE:

Idaho Code Sections

33-1216 ~~through 33-1218~~ – Sick and Other Leave

33-1217 – Accrued Unused Sick Leave – Transfer

33-1218 – Sick Leave in Excess of Statutory Minimum Amounts – Proof of Illness

33-1228 – Severance Allowance at Retirement

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*

All **classified non-certificated** employees who work twenty (20) hours or more per week will receive the same group health insurance benefits as provided to certificated employees.



LEGAL REFERENCE:

Idaho Code Sections

33-517A – **School Districts – Noncertificated Employees – Group Health Insurance**

ADOPTED:

AMENDED:

The superintendent will be responsible for the continuous evaluation of the district's ~~classified non-certificated~~ employees. In no event will an evaluation change the at-will status of ~~classified non-certificated~~ employees, nor will an evaluation be required prior to discharge.

~~Classified-non-certificated~~ employees will be evaluated not less than one (1) time per year by the employee's direct supervisor. Supervisors will review the evaluation with the employee, discuss issues of unsatisfactory performance, and allow the employee to file a rebuttal to the evaluation. The supervisors will submit written evaluations of each employee to the superintendent in such manner and at such times as may be determined by the board of trustees and/or the superintendent.

In the event the evaluation demonstrates that the employee's performance is unsatisfactory, the superintendent may take disciplinary action, including, but not limited to, dismissal, probation, reassignment, or reprimand. The district is not required to provide a ~~classified-non-certificated~~ employee a probationary period for unsatisfactory performance; the superintendent has the discretion to utilize probation on a case-by-case basis. ~~Any probationary period does not alter the at-will status of non-certificated employees.~~ Any ~~classified-non-certificated~~ employee receiving a less than satisfactory evaluation has no right to a probationary period if it is determined that the employment should be terminated.

The district will establish personnel files for each district employee and any and all materials related to the evaluation of that employee will be placed in the personnel file within a timely manner. Employees will be provided timely notice that evaluation material has been placed in the file and afforded the opportunity to attach a rebuttal to such material.



LEGAL REFERENCE:

Idaho Code Sections

33-511 – ~~Maintenance of Schools~~

33-518 – ~~Employee Personnel Files~~

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*

This district will follow all requirements set forth in the Fair Labor Standards Act (FLSA). Non-exempt employees covered by the FLSA will be identified and compensated for overtime hours in accordance with this policy. All district supervisors and administrators must ensure that FLSA provisions relating to overtime and hours worked are strictly adhered to, in compliance with federal law.

DEFINITIONS

“Compensatory (comp) time” means time off in lieu of monetary overtime compensation, calculated at one and one-half (1½) hours for each hour worked over forty (40) hours in any one (1) workweek.

“Non-exempt employees” means those employees included in the overtime provisions of FLSA. Additional compensation or compensatory time off will be provided for hours over forty (40) worked during the workweek. Most non-certificated employees are non-exempt employees.

“Overtime hours” means hours worked in excess of forty (40) hours in any workweek, *midnight Saturday to midnight the following Saturday*.

“Workweek” means five (5) consecutive days during a seven (7) day period. In this district, the regular workweek begins at *midnight Saturday and ends at midnight the following Saturday, although a regular work schedule is generally based on a Monday through Friday week*.

WORK HOURS

All non-exempt employees shall be scheduled to work forty (40) hours or less per week within the established workweek of *midnight Saturday to midnight the following Saturday*.

The district is not required by law to provide paid rest breaks. *However, regular full-time employees will generally be given the opportunity to take a fifteen (15) minute paid rest break during the middle of the workday, if desired. The supervisor will schedule such breaks so as to not disrupt the workflow. If an employee does not take a rest break during the scheduled time, he or she is not allowed to use this as “make-up time.” An employee may not use the rest break to adjust his or her work hours and come in late or leave early on either a daily or weekly basis.*

Non-exempt employees are given a minimum thirty (30) minute unpaid lunch break, which the supervisor will schedule so as to not disrupt the workflow. If required to work during the lunch break, employees will be paid or will receive comp time. Employees must receive supervisor approval before working through a lunch break.

OVERTIME

Non-exempt employees who work in excess of forty (40) hours in any workweek shall be paid one and one-half (1½) times the regular hourly wage or given compensatory time equal to one

and one-half (1½) times the overtime hours actually worked, as defined in this policy. Overtime payments or comp time accrual shall be computed on the basis of hours actually worked during a single workweek, as recorded on the employee's timecard. Holidays, vacation, sick leave, emergency leave, and other hours paid but not worked are not hours worked for the purpose of overtime calculation. *The employee must submit verification of the additional hours worked to the supervisor and payroll clerk at the end of each payroll period in which the additional hours were worked. Supervisors may adjust an employee's work schedule for the remainder of the workweek to prevent the total number of hours for that workweek exceeding the number of hours regularly worked.*

Overtime hours shall not be used routinely to complete regular job responsibilities. A non-exempt employee will be allowed to work hours in excess of the employee's scheduled hours only upon the written prior approval of his or her immediate supervisor, except in the case of a documented emergency. In the event of an emergency, the employee must make a reasonable attempt to obtain prior approval from his or her supervisor for the overtime. If prior approval cannot be obtained, the employee must notify the supervisor that excess hours were worked and the nature of the emergency during the employee's next regularly scheduled shift.

Any employee who works unauthorized overtime will be subject to disciplinary action, which may include suspension without pay and/or termination, as determined appropriate.

Non-exempt employees may not volunteer their time and services with this district when the volunteer hours involve the same type of service which the employee is employed to perform. Any employee interested in volunteering with the district must discuss with and obtain approval from his/her supervisor prior to performing any volunteer services.

~~*The supervisor may adjust an employee's work schedule for the remainder of the workweek to prevent the total number of hours for that workweek exceeding the number of hours regularly worked.*~~

~~*The employee must submit verification of the additional hours worked to the supervisor and payroll clerk at the end of each payroll period in which the additional hours were worked.*~~

OVERTIME COMPENSATION ACCRUAL AND USE

A non-exempt employee who has worked more than forty (40) hours in a workweek will have the choice of receiving:

- 1. "Comp time" accruing at the rate of one and one-half (1½) hours for each hour worked over forty (40) hours in a workweek; or*
- 2. Overtime payment at the rate of one and one-half (1½) hours for each hour worked over forty (40) hours in a workweek.*

All comp time must be used within sixty (60) calendar days from the date earned. Comp time not used within sixty (60) calendar days shall be submitted for payment. Any comp time not used by June 30 of each year shall be submitted for payment.

RECORDS

All non-exempt employees covered by this policy are required to maintain a daily time log showing actual hours worked and noting the times taken for meal periods. The employee and his or her immediate supervisor must sign the time log on a weekly basis, acknowledging that the work hours set forth are true and accurate. Employees will be compensated for overtime or will accrue comp time based on the completed time log. Failure to maintain accurate logs, or falsification of such logs will be grounds for disciplinary action. No supervisor shall knowingly allow an employee to work unreported overtime to avoid overtime payments.

The district will maintain all payroll records for at least three (3) years **from the last date of the employee's service**. Such payroll records include any documentation (electronic or hard copy) on which wage computations are based, including, but not limited to, timesheets, work schedules, and records of additions to or deductions from wages.



LEGAL REFERENCE:

Idaho Code Sections

44-1201 *et seq.* – Idaho Hours Worked Act

45-610 – Records to be Kept by Employer – Notice to Employees

Fair Labor Standards Act

29 CFR ~~§Section~~ 541, *et seq.*

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*

DEFINITIONS

“Current” means as of the date of the incident giving rise to the grievance.

“Grievance” means a written allegation of one (1) or more of the following:

1. A violation of current written board approved school district policy.
2. A violation of current written school procedures.
3. A violation of the current written board approved employee handbook.
4. A condition or conditions that jeopardize the health or safety of the employee or another.
5. Tasks assigned outside of the employee's essential job functions and for which the employee has no specialized training.

“Working day” means, for purposes of this policy, a weekday (Monday through Friday) except those weekdays identified in the approved school calendar as vacation or holidays.

PROCEDURE

A ~~classified non-certificated~~ employee of this district may file a grievance about any matter related to his or her employment, only if it directly relates to any of the grounds for a grievance as defined above. However, neither the employee’s salary or benefits nor the decision to terminate the employee for cause during the initial one hundred eighty (180) days of employment will be a proper subject for consideration under this grievance procedure.

1. A grievance must be in writing and received by the district’s human resources administrator within six (6) working days of the occurrence of the incident giving rise to the grievance. The grievance must state the allegation and the remedy or remedies sought.
2. Within six (6) working days of receipt of the grievance, the district’s human resources administrator will schedule an informal grievance meeting with the grievant, the employee against whom the grievance is filed, respective advocates, as well as a district administrator who will not be involved in the statutory grievance process. The purpose of the meeting will be to attempt to find a resolution to the employee grievance.
3. If a resolution is not reached during the informal grievance meeting, the individual against whom a grievance is filed will file a written response to the employee grievance with the district’s human resources administrator within six (6) working days after the conclusion of the informal grievance meeting. Thereafter, the employee may appeal the grievance to the superintendent or designee within six (6) working days of the date the

written response was, or should have been, received.

4. The superintendent or designee will provide a written response to the **classified non-certificated** employee within six (6) working days in an effort to resolve the appeal.
5. If the employee is not satisfied with the response of the superintendent or designee, or no response was received in the appropriate timeframe, the employee may request a review of the grievance by a hearing panel within six (6) working days of the date the response was, or should have been, received.
6. A panel consisting of three (3) persons will be convened for the purpose of reviewing the appeal within ten (10) working days of receipt of the appeal. The panel will consist of one (1) individual designated by the superintendent, one (1) individual designated by the employee, and one (1) individual agreed upon by the two (2) appointed panel members.
7. *The employee and the superintendent or designee, or their representative, will be given an opportunity to present information and arguments, oral or written, relevant to the grievance filed in the matter. The panel may establish time limits for the submission or presentation of information and argument(s). The panel will exclude evidence that is not relevant to the matter(s) raised in the grievance. The rules of civil procedure and evidence do not apply.*
8. The panel will review all relevant information presented by the parties and will make a determination as to whether the information supports a finding of:
 - a. A violation of current written board approved school district policy;
 - b. A violation of current written school procedures;
 - c. A violation of the current written board approved employee handbook;
 - d. A condition or conditions that jeopardize the health or safety of the employee or another; or
 - e. Tasks assigned outside of the employee's essential job functions and for which the employee has no specialized training.

If the panel determines that the information supports a finding of one (1) or more of the above, the panel will make a determination as to the appropriate resolution of the grievance.

9. Within ten (10) working days following completion of the review, the panel will submit a written decision setting forth factual findings and conclusions to the employee, the superintendent or designee, and the board.

10. The panel's decision will be the final and conclusive resolution of the grievance unless the board overturns the panel's decision by resolution at the board's next regularly scheduled public meeting, or either party appeals to the district court within forty-two (42) calendar days of the filing of the board's decision.
11. Upon appeal of a decision of the board, the district court may affirm or set aside and remand the matter to the board of trustees upon the following grounds:
 - a. The findings of fact are not based on any substantial, competent evidence;
 - b. The board of trustees has acted without jurisdiction or in excess of its powers; or
 - c. The findings by the board of trustees as a matter of law do not support the decision.
12. The employee, the person against whom the grievance is filed, and the superintendent or designee are entitled to a representative at each step of the grievance procedure. None of these individuals will be qualified to sit on the advisory grievance panel.
13. The grievance procedure timelines established in this policy may be waived or modified by mutual agreement.
14. Utilization of the grievance procedure established pursuant to this policy will not constitute a waiver of any right of appeal available pursuant to law or regulation.
15. Neither the board nor any member of the administration will take reprisals affecting the employment status of any party in interest. The employee filing a grievance will not take any reprisals regarding the course of the outcome of the grievance nor take any reprisals against any party or witness participating in the grievance.
16. A **classified non-certificated** employee of the district will be provided a personnel file consistent with the provisions of **Idaho Code Section §33-518, Idaho Code**.



LEGAL REFERENCE:

Idaho Code Sections

33-506 – Organization and Government of Board of Trustees

33-517 – Noncertificated Personnel

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*

Blackfoot School District No. 55 recognizes the value and importance of electronic communication, online presence, and innovative technology tools to enhance the learning experience and work environment within the district. The district also recognizes the obligation of teachers and administrators to be positive ambassadors for our schools and to teach and ensure responsible and safe use of these technologies.

Employee use of electronic communication and entertainment devices may interfere with or disrupt the educational process as well as distract personnel from their job responsibilities. Additionally, employee use of social networking and other Internet or electronic communication may interfere with the employee's professional relationships with students, parents, and members of the community.

Violation of this policy may result in disciplinary action up to and including termination.

DEFINITIONS

"Electronic communication and entertainment devices" include, but are not limited to, personal cell phones, tablets, personal computers, laptops, iPads, iPods, ~~Blackberries, pagers,~~ MP3 players, and other similar devices or media players, without regard to the commercial name or manufacturer of the device, whether handheld, car models, laptop or other computer usage, or combinations of any of the above.

"Social media networks" include, but are not limited to, websites, web logs (blogs), wikis, social networks, online forums, virtual worlds, and any other social media generally available to the public that does not fall within the district's technology network (e.g. Facebook, Twitter, LinkedIn, ~~Flickr,~~ YouTube, Instagram, Snapchat, ~~MySpace,~~ blog sites, ~~Wikipedia,~~ etc.).

USE OF PERSONAL ELECTRONIC DEVICES AT SCHOOL

Employees are required to limit their personal use of electronic communication and entertainment devices to emergencies or during authorized breaks. Such devices are prohibited from being used during instructional time unless the specific use is consistent with legitimate, instructional purposes.

PROFESSIONAL COMMUNICATIONS

Employees must be respectful and professional in all communications at all times. Employees may not use obscene, offensive, profane, or vulgar language; or engage in communications or conduct that is harassing, threatening, bullying, libelous, or defamatory or that discusses or encourages any illegal activity, sexual behavior, sexual harassment, bullying, or the inappropriate use of alcohol or illegal drugs.

Employees may not act as a spokesperson for the district or make comments as a representative of the district, except as authorized by the board, superintendent or designee. When authorized

as a spokesperson for the district, employees must disclose their employment relationship with the district.

~~*All professional communications are subject to the Code of Ethics for Idaho Professional Educators and Board Policy 442: “Principle II, Section H states in part that professional unethical conduct includes: ‘Inappropriate contact with any minor student regardless of age using electronic media.’ All employees are assigned an e-mail account for work-related correspondence. Employees are cautioned from discussing students on any social networking program, including, but not limited to, Facebook, Myspace, Twitter, YouTube, Wiki, Flickr, blogs, or similar means. All employees will adhere to the Acceptable Technology Use Policy. Employees should respond to any student who has communicated to the employee’s personal e-mail or social networking account(s) in an appropriate manner, and are required to immediately report to their administrator any student communication that creates any concerns regarding the content of that communication.*~~

COMMUNICATIONS WITH STUDENTS

~~*The intent of this policy is to protect employees, parents, and students from the appearance of inappropriate use of social network sites, electronic communications, and entertainment devices.*~~

The board recognizes that there are occasions when a district employee may have a legitimate educational need to communicate with a student outside of school hours. Any communication between a district employee and a student via telecommunications, text messages, e-mails, and/or any other medium must have an educational purpose and be professional in content and tone.

Employees who engage in such communications with students are expected to act as representatives of the district. Any communications with students may be subject to review by the district. Employees will not make any statements or forward information that could reasonably be perceived to be:

- 1. In violation of federal or state laws, or district policies;*
- 2. Personal in nature;*
- 3. Obscene, vulgar, or inappropriate in content;*
- 4. Harmful to a student;*
- 5. Disruptive of the educational process; or*
- 6. In violation of FERPA and other confidentiality requirements.*

At the discretion of the superintendent or designee, employees may be required to copy all such communications to students to the building administrator or designee.

In the event an employee receives any communication from a student that is inappropriate or creates concerns, the employee has an obligation to report such communication to the building administrator or designee.

~~USE OF PERSONAL ELECTRONIC DEVICES~~ – moved to the beginning of the policy

E-MAIL

All employees are assigned a district e-mail account, which should be used for all official business. Employees must use their district e-mail account when acting in the capacity of a district employee and when corresponding with parents or students. Employees may not use their district assigned e-mail address for communications on social media networks without prior district approval.

SOCIAL MEDIA

Employees are prohibited from discussing students and work-related matters on any social media network. Employees are expected to comply with the following guidelines when engaging in communications on social media networks:

- 1. In the event the employee identifies himself/herself as an employee of the district, he/she must post a disclaimer that the views expressed by the employee are personal and not made in his/her capacity as an employee of the district.*
- 2. Information posted by an employee must comply with state and federal laws, and district policies, guidelines, and procedures.*
- 3. Employees may not disclose information on any social media network that is confidential or proprietary to the district, its students, or employees or that is protected by data privacy laws.*
- 4. Employees may not post copyrighted images or materials without prior permission from the owner, unless it falls within an exception and complies with copyright laws.*
- 5. Employees should always present themselves in a professional manner and exercise good judgment relative to any information posted or any sites linked to the employee's social media network page or blog.*
- 6. Employees must recognize that statements or innuendo publicly displayed on the Internet may have negative ramifications on an individual's position as a role model for students of the district.*

7. *Employees may not use or post the district logo, motto, slogan, mascot, or other district branding without permission from the superintendent or designee.*

~~8. *Employees should become aware of the Nine (9) Themes of Digital Citizenship as the norms of appropriate, responsible technology use and incorporate these themes into their daily instruction.*~~

Employees should refrain from posting negative comments, criticisms or confidential information about any student, parent or colleague, even in a general sense such that would allow individuals to figure out who is being discussed.

If information is posted on a social media network that evidences that the employee has engaged in conduct in violation of applicable federal and state law or district policies, the district may take disciplinary action, up to and including termination.

The district reserves the right to monitor employee comments and postings to the extent permitted by law. Where applicable, employees may be asked to disclose the existence of and to provide the district with access to an employee’s website, web log, or other personal social media network as part of an employment selection, promotion, disciplinary process, or investigation.



LEGAL REFERENCE:

Idaho Code Sections

-33-512 – Governance of Schools

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*

The Idaho State Board of Education requires all public secondary schools serving grades nine (9) through twelve (12) to be accredited. Accreditation is voluntary for elementary and middle schools serving grades kindergarten (K) through eight (8).

All high schools in this district will be accredited. *The elementary and middle schools in this district will not be accredited.*

All accredited schools will meet the accreditation standards of the Northwest Accreditation Commission, a **division of AdvanceED**.

ALTERNATIVE SCHOOLS

An alternative school serving grades nine (9) through twelve (12) that meets any three (3) of the follow criteria is required to be accredited:

1. Average daily attendance is greater than or equal to thirty-six (36) students based on the previous year's enrollment.
2. Students are enrolled full-time for the school year once eligibility determination is made rather than enrolling students for "make-up" or short periods of time.
3. An instructional model is offered that is different than that provided by the traditional high school for the majority of the coursework including, but not limited to, online-virtual curriculum.
4. The alternative school administers the diploma rather than the traditional high school.
5. An accountability rating is provided to the alternative school for federal reporting purposes.

An alternative school that does not meet any three (3) of the criteria listed above will be considered an alternative program and will be included in the accreditation process and reporting of another secondary school within the district.

~~CONTINUOUS SCHOOL IMPROVEMENT PLANS~~

~~As required by the Idaho State Board of Education, the principal or designee of each school in this district will chair a committee to develop, and annually review and amend, a continuous school improvement plan that focuses on the improvement of student performance.~~

ANNUAL ACCREDITATION REPORT

The superintendent or designee will submit an annual accreditation report to the Idaho State Board of Education within the required timeframe.



LEGAL REFERENCE:

Idaho Code Sections

33-119 – Accreditation of Secondary Schools – Standards for Elementary Schools

IDAPA 08.02.02.140 – Accreditation

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*

Note: Each school district *must* select one or more of the accreditation methods set forth in Policy No: 602, Accreditation, and Policy No: 604, Personnel Standards. School districts that have one or more schools accredited by the Northwest Accreditation Commission must use the corresponding option for personnel assignments in those schools. A school district is not precluded from using different methods of accreditation among its schools.

PURPOSE OF STATEWIDE ASSESSMENTS

A statewide assessment program has been established by the Idaho State Board of Education (SBOE). This district is required to participate in the statewide assessment program as long as the program is funded by the state. The purpose of the statewide assessment program is to:

1. Measure and improve student achievement;
2. Assist classroom teachers in designing lessons;
3. Identify areas needing intervention and remediation, and acceleration;
4. Assist districts in evaluating local curriculum and instructional practices in order to make needed curriculum adjustments;
5. Inform parents/guardians of their student's progress;
6. Provide comparative local, state, and national data regarding the achievement of students in essential skill areas;
7. Identify performance trends in student achievement across grade levels tested and student growth over time; and
8. Help determine technical assistance/consultation priorities for the SBOE.

CONTENT

The comprehensive assessment program will consist of multiple assessments, including the Idaho Reading Indicator (IRI), the National Assessment of Educational Progress (NAEP), the Idaho English Language Assessment (IELA), the Idaho Standards Achievement Tests (ISAT), the Idaho Alternate Assessment, and a college entrance exam.

TESTING OF STUDENTS

All students in Idaho public schools, grades kindergarten through twelve (K-12) are required to participate in the comprehensive assessment program approved and funded by the SBOE.

Special Education Students

All students who are eligible for special education pursuant to the Individuals with Disabilities Education Act (IDEA) will participate in the statewide assessment program. Each student's individualized education program (IEP) team will determine whether the student will participate in the regular assessment without accommodations, the regular assessment with

accommodations, or adaptations, or whether the student qualifies for and will participate in the alternative assessment.

Limited English Proficient Students

Limited English Proficient (LEP) students may receive designated supports or accommodations, or both, for the ISAT assessment if need has been indicated by the LEP student's Educational Learning Plan (ELP) team. The team will outline the designated supports or accommodations, or both, in an ELP prior to the assessment administration. Designated supports or accommodations, or both, will be familiar to the student and used throughout the school year during instruction and for other assessments.

LEP students who are enrolled in their first year of school in the United States may take the IELA in lieu of the English language ISAT, but are still required to take the ISAT (Mathematics and Science). Such LEP students will be counted as participants for the ninety-five percent (95%) participation target. However, such LEP students are not required to be counted for accountability purposes.

SCORING AND REPORTING FORMATS

Scores will be provided for each subject area assessed and reported in standard scores, benchmark scores, or holistic scores. Test results will be presented in a class list report of student scores, building/district summaries, content area criterion reports by skill, disaggregated group reports, and pressure sensitive labels as appropriate. Information about the number of students who are eligible for special education who participate in regular and alternate assessments, and their performance results, will be included in reports to the public if it is statistically sound to do so and would not disclose performance results identifiable to individual students.

As of April 1, 2009, all students taking the ISAT will have a unique student identifier.

The district will send all assessment results and related communication to parents within three (3) weeks of receipt from the state.

COMPREHENSIVE ASSESSMENT PROGRAM

The district will administer each of the following assessments in compliance with the time period required by the U.S. Department of Education and/or the Idaho State Board of Education. Each assessment will be comprehensive of and aligned to the Idaho State Content Standards it is intended to assess:

1. Kindergarten – ~~Idaho Reading Indicator~~IRI, Idaho Alternate Assessment, ~~Idaho English Language Assessment~~IELA.
2. Grade 1 – ~~Idaho Reading Indicator~~IRI, Idaho Alternate Assessment, ~~Idaho English Language Assessment~~IELA.

3. Grade 2 – ~~Idaho Reading Indicator IRI~~, Idaho Alternate Assessment, ~~Idaho English Language Assessment IELA~~.
4. Grade 3 – ~~Idaho Reading Indicator IRI~~, Grade 3 ~~Idaho Standards Achievement Tests ISAT~~ in English language usage and mathematics, Idaho Alternate Assessment, ~~Idaho English Language Assessment IELA~~;
5. Grade 4 – ~~National Assessment of Educational Progress NAEP~~, Grade 4 ~~Idaho Standards Achievement Tests ISAT~~ in English language usage and mathematics, Idaho Alternate Assessment, ~~Idaho English Language Assessment IELA~~.
6. Grade 5 – Grade 5 ~~Idaho Standards Achievement Tests ISAT~~ in English language usage, mathematics and science, Idaho Alternate Assessment, ~~Idaho English Language Assessment IELA~~.
7. Grade 6 – Grade 6 ~~Idaho Standards Achievement Tests ISAT~~ in English language usage and mathematics, Idaho Alternate Assessment, ~~Idaho English Language Assessment IELA~~.
8. Grade 7 – Grade 7 ~~Idaho Standards Achievement Tests ISAT~~ in English language usage and mathematics, Idaho Alternate Assessment, ~~Idaho English Language Assessment IELA~~.
9. Grade 8 – ~~National Assessment of Educational Progress NAEP~~, Grade 8 ~~Idaho Standards Achievement Tests ISAT~~ in English language usage, mathematics and science, Idaho Alternate Assessment, ~~Idaho English Language Assessment IELA~~.
10. Grade 9 – ~~Grade 9 Idaho Standards Achievement Tests High School ISATs~~, Idaho Alternate Assessment, ~~Idaho English Language Assessment IELA~~.
11. Grade 10 – High School ~~Idaho Standards Achievement Test ISAT~~ in English language usage and mathematics, Idaho Alternate Assessment, ~~Idaho English Language Assessment IELA~~.
12. Grade 11 – High School ~~Idaho Standards Achievement Test (as applicable) ISAT~~ in science, ~~Idaho English Language Assessment IELA~~, college entrance exam.
13. Grade 12 – ~~National Assessment of Education Progress NAEP~~, ~~Idaho English Language Assessment IELA~~.

~~Students are required to take an end-of course assessment in science provided by the state and administered by the district.~~

~~Students who achieve a proficient or advanced score on a portion or portions of the ISAT, or the Idaho Alternate Assessment, offered in their grade ten (10) year or later are not required to continue taking that portion or portions.~~

In addition, this district will write and implement assessments in those standards not assessed by the state and federal requirements.

SECURITY MEASURES

The district will employ the same security measures in protecting statewide assessment materials from compromise as they use to safeguard other formal assessments. The district will require each individual who has any opportunity to see test items to sign a state confidentiality agreement, and keep the agreements on file for a minimum of two (2) years. The district will document the security safeguards and will make such documentation available for review by authorized state and federal personnel.

DEMOGRAPHIC INFORMATION

The district will provide each student's unique identifier and accurate demographic information as required by the SBOE for each test, including, but not limited to, race, sex, ethnicity, and special programs (Title I, English proficiency, migrant status, special education status, gifted and talented status, and socio-economic status).

ATTENDANCE

All students are required to participate in statewide assessments; therefore, the district will not charge student time spent in statewide assessments against attendance requirements. *However, "opting-out" of statewide assessments established by the SBOE will result in an unexcused absence.*

ASSESSMENT FOR DUAL ENROLLMENT

For the purpose of nonpublic school student participation in non-academic public school activities, the district may utilize either of the following assessment methods:

1. The ~~Idaho Standards Achievement Tests~~ **ISATs** (Grades 3-8~~9~~ and High School).
2. A portfolio demonstrating grade level proficiency in at least five (5) of the subject areas: Language Arts/Communication, Math, Science, Social Studies, Health, and Humanities. Portfolios will be judged and confirmed by a committee comprised of at least one (1) teacher from each subject area presented in the portfolio and the building principal at the school where dual enrollment is sought.



LEGAL REFERENCE:

Idaho Code Sections

- 33-118 – Courses of Study – Curricular Materials
- 33-133 – Definitions – Student Data – Use and Limitations - Penalties
- 33-203 – Dual Enrollment
- 33-1002 – Educational Support Program
- 33-1612 – Thorough System of Public Schools

IDAPA 08.02.03.111 – Assessment in the Public Schools

ADOPTED:

AMENDED:

All district students attending kindergarten through grade three (K-3) shall have their reading skills assessed by a local literacy assessment or a single statewide test (hereinafter referred to as “K-3 assessment test”) specified by the state board of education and administered by individuals other than the regular classroom teacher who have been properly trained by the State Department of Education.

Appropriate district personnel shall review the K-3 assessment test results for the purpose of providing necessary interventions to sustain or improve the students’ reading skills.

This district will apply for an intervention program reimbursement based on a reporting procedure developed and administered by the State Department of Education.

READING/LITERACY INTERVENTION PROGRAM

The District shall offer an extended time literacy intervention program to each kindergarten through grade 3 student who exhibits a reading deficiency. The reading intervention program will consist of the following components:

1. May include online or digital instructional materials or programs or library resources;
- ~~2.~~ Utilize proven effective ~~research—evidence~~-based substantial intervention and shall include phonemic awareness, decoding intervention, vocabulary, comprehension, and fluency as applicable to the student based on a formative assessment designed to, at a minimum, identify such weaknesses;
- ~~3.2.~~ Provide intensive development in phonemic awareness, decoding intervention, phonics, fluency, vocabulary, and text comprehension, as applicable to the grade level;
- ~~4.3.~~ Monitor the reading progress of each student’s reading skills throughout the school year and adjust instruction according to student needs. ~~Monitoring may include both district and statewide assessments;~~
- ~~5.4.~~ ~~May include online or digital instructional materials or programs or library resources;~~

A minimum of sixty (60) hours of supplemental instruction for students in kindergarten through grade 3 who score below basic on the reading screening assessment; and

- ~~6.5.~~ A minimum of thirty (30) hours of supplemental instruction for students in kindergarten through grade 3 who score basic on the reading screening assessment.

The district’s reading intervention program may include adaptive learning technology literacy intervention tools, must include parent input, be in alignment with the Idaho comprehensive

literacy plan, and be from the State Board of Education-approved provider list. Online or digital instructional materials that are not part of a comprehensive program do not have to be from the approved provider list.

READING IMPROVEMENT PLAN

Any student in kindergarten through grade 3 who exhibits a deficiency in reading at any time based upon the statewide assessment or local literacy assessment shall receive an individual reading improvement plan no later than thirty (30) days after the identification of the reading deficiency.

The reading improvement plan shall be created by the teacher, principal, other pertinent school personnel, including staff-assigned library duties if applicable, and the parent(s) or guardian(s) and shall describe the reading intervention services the student will receive to remedy the reading deficit. Having made a good faith effort, should the school be unable to engage the parent or guardian in the development of the student's reading improvement plan within fifteen (15) days of notifying the parent, the school may move forward with the creation of the student's reading improvement plan without parental participation.

Each student must receive intensive reading intervention until the student is determined to be proficient in reading for their grade level. Students who are on a reading improvement plan and have been identified through the statewide assessment to be at grade level may be transitioned off of the reading improvement plan. The District shall notify the parents or guardians in advance of transitioning students off of their reading improvement plan.

PARENT NOTIFICATION

The parent or guardian of any student in kindergarten through grade 3 who exhibits a deficiency in reading at any time during the school year shall be notified in writing of the reading deficiency. The initial notification shall include the following:

1. A statement that his or her student has been identified as having a deficiency in reading and a reading improvement plan will be established by the teacher, principal, other applicable school personnel and the parent(s) or guardian(s);
2. A description of the current services that are provided to the student; and
3. A description of the available reading intervention and supplemental instructional services and supports that could be provided to the student that are designed to address the identified areas of reading deficiency.

Following development of the plan, the parent or guardian will be provided with:

1. A description of the reading intervention and supplemental instructional services and support that will be provided to the student that are designed to address the identified areas of reading deficiency; and
2. Strategies for parents to use at home in helping their student to succeed in reading.

At the conclusion of each school year, or earlier if it has been determined that the student is proficient and is no longer in need of intervention, the parent or guardian will be updated on the student's progress, including any recommendation for placement.

STUDENT RECORDS

The assessment scores and interventions recommended and implemented shall be maintained in the permanent record of each student.

REPORTING

The District shall report to the Idaho State Department of Education by October 1 of each year the following information on the prior school year:

1. By grade, the number and percentage of all students in grades kindergarten through third performing at the basic or below basic level on local and statewide assessments in reading; and
2. By grade, the number and percentage of all students in grades kindergarten through third performing at the proficient or higher level on local and statewide assessments in reading.

TRAINING

The board of trustees will include in its plan for in-service training coursework covering reading skills development, including diagnostic tools to review and adjust instruction continuously, and the ability to identify students who need special help in reading. The district's plan for in-service training in reading skills will be submitted to the State Department of Education for review and approval in accordance with requirements specified by the State Department of Education.



LEGAL REFERENCE:

Idaho Code Sections

- 33-~~1614~~-1805 – Student Reading Instruction and Intervention
- 33-~~1615~~-1806 – Reading and Literacy Assessment
- 33-~~1616~~-1807 – Literacy Intervention Program
- 33-~~1207A~~-1808 – Teacher Educator Preparation

ADOPTED:

AMENDED:

DEFINITIONS

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

“Biometric record” is defined as a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual. Examples include fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting.

“Common area” means any area within the school district that is not being used for instructional study or where there is no reasonable expectation of privacy, including but not limited to, hallways, auditoriums, cafeterias, libraries, gymnasiums, entrances, parking areas, and school transportation.

“Directory information” is defined as information contained in an educational record of a student which would not generally be considered harmful or an invasion of privacy if disclosed.

“Eligible student” is defined as a student over the age of eighteen (18).

“Educational record” is defined as those records directly related to a student and maintained by this district or by a party acting on behalf of this district.

“Electronic surveillance” means video/digital components of multi-media surveillance systems, including but not limited to, cameras, recording units, tapes, CD/DVDs, camera phones, tablets, etc. All electronic surveillance shall be limited to video without recording sound so as to prevent any violation of Idaho wiretapping statutes.

“Law enforcement unit” is an individual, office, department, division, or other component of this school district, such as a unit of commissioned police officers or noncommissioned security guards, that is officially authorized or designated by this school district to (1) enforce any federal, state or local law, or refer to appropriate authorities a matter for enforcement of any law against any individual or organization, other than the school district; or (2) maintain the physical security and safety of schools in the district.

“Legitimate educational interest” is defined as *the performance of education- or discipline-related tasks in connection with a student, providing educational services to a student or a student’s family, or performing administrative or other educational responsibilities prescribed by the school or the district. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional duties.*

“Parent” is defined as a natural parent, guardian, or individual acting in the absence of a parent or guardian, who is providing the student with food, clothing, discipline, and guidance on a day-to-day basis in the home environment.

“School official” is defined as *a person employed as an administrator, supervisor, instructional staff member, or support staff member (including health or medical staff and law enforcement unit personnel), a board member, a volunteer, a contractor outside of the district who performs an institutional service or function for which the district would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of personally identifiable information from education records (such as an attorney, auditor, medical consult, or therapist), a parent or student volunteering to serve on an official committee (such as a discipline or grievance committee), or a parent, student or other volunteer assisting another school official in performing his or her tasks.*

“Student” means any individual who is attending or who has attended any schools within the school district.

ANNUAL NOTIFICATION REQUIREMENTS

The district will provide parents and eligible students annual notification of their rights under Family Educational Rights and Privacy Act (FERPA). The annual notice will contain information regarding the right to inspect their children’s records, the right to seek an amendment of a record, the right to consent to disclosures of personally identifiable information (PII), with certain exceptions, and the right to file a complaint with the U.S. Department of Education.

EDUCATIONAL RECORDS

Educational records include, but are not limited to, the cumulative file, special education records, and disciplinary records. ~~Records may also include, but are not limited to, any of the following: academic work completed (courses taken, transcript); level of achievement (grades, portfolios, performance assessments, scores on standardized achievement tests, etc.); attendance data; scores of standardized intelligence, aptitude, and psychological tests (and protocols of the same if they include PII); records of teachers, counselors, medical personnel, and psychologists working directly with a student if disclosed to others; interest inventory results; observations and verified reports of serious or recurring behavior patterns; videotapes and audiotapes; health data including medical assessments; family background information; transportation records; and student records maintained by agencies and individuals contracting with the district).~~

Educational records do not include records that are kept in the sole possession of the maker of the record, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record. *Education records do not include emails, unless the emails have been printed off and are maintained in a student’s education record.*

The cumulative educational record of each student is maintained at the district’s central office. The building principal, individual teachers, and special education personnel may also have files containing particular educational records.

RETENTION AND DESTRUCTION OF EDUCATIONAL RECORDS

The district will perpetually maintain a permanent record for each student including the student's name, address, phone number, grades, classes attended, immunization records, test scores, attendance records, grade level and year completed. Additional information contained in the record may be destroyed or redacted after a period of at least five (5) years after the student disenrolls from the district if appropriate. The permanent record may be kept in any format and medium determined feasible by the board.

Written records of individual students are confidential and will be shredded or destroyed as appropriate under supervision of the staff member responsible for the records. The records manager will maintain a log that documents the date of destruction of any educational records.

RIGHT TO INSPECT EDUCATIONAL RECORDS

Parents or eligible students may inspect and review educational records. This district will comply with a request for access to records within a reasonable period of time, but in no case more than forty-five (45) calendar days after it has received the request. This district will respond to reasonable requests for explanations and interpretations of the records.

If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review education records, the district will provide a copy of the requested records or make other arrangements for the inspection and review of the requested records. The district may charge the parent or eligible student the actual costs for copying the records unless payment of such cost is determined to effectively preclude the parent or eligible student from having access to the educational records.

The district will not destroy requested educational records if there is an outstanding request to inspect and review those records.

DISCLOSURE OF STUDENT RECORDS TO NONCUSTODIAL PARENT

A noncustodial parent's access to records and information pertaining to his or her minor child will not be denied solely because the parent is not the child's custodial parent. However, information concerning a minor child's home address will be deleted from all records supplied to a noncustodial parent if the custodial parent has advised the district in writing to do so.

PERSONALLY IDENTIFIABLE INFORMATION (PII)

Personally identifiable information (PII) will not be released from an educational record without the prior written consent of the parent or eligible student, except under specific circumstances. PII includes, but is not limited to:

1. The student's name;
2. The name of the student's parent or other family members;

3. The address of the student or student's family;
4. A personal identifier such as the student's social security number, student number, or biometric record;
5. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;
6. A list of personal characteristics that would make the student's identification easily traceable; or
7. ~~Health or medical information, including immunization records; or~~
8. Other information that would make the student's identity easily traceable.

RELEASE OF INFORMATION WITHOUT PRIOR CONSENT

Personally identifiable information may be disclosed without prior written consent of the parent or eligible student under the following conditions:

1. To teachers or other school officials who have a legitimate educational interest.
2. To officials of another school, school system, or institution of post-secondary education where the student seeks or intends to enroll or where the student is enrolled.
3. To authorized representatives of federal, state, and local educational authorities in connection with audit or evaluation of federal- or state-supported education programs, or for the enforcement of or compliance with federal legal requirements related to those programs.
4. In connection to the application for or receipt of financial aid.
5. To state and local juvenile justice systems or their officials.
6. To an agency caseworker or other representative of a state or local child welfare agency, or tribal organization, when the state or tribal organization is legally responsible for the care and protection of the student.
7. To organizations conducting studies for, or on behalf of, this district to develop, validate, or administer predictive tests, administer student aid programs, or improve instruction.
8. To accrediting organizations to carry out their accrediting functions.
9. To parents of an eligible student if the student is a dependent for Internal Revenue Service (IRS) tax purposes.
10. To comply with a judicial order or lawfully issued subpoena.
11. To appropriate officials in connection with a health or safety emergency.

12. Information that this district has designated as “directory information”.

13. To the parent or eligible student.

ACCESS LOG

This district will maintain a record of each request for access to and each disclosure of PII from the educational record of each student. This access log will be maintained with the student’s educational records as long as the records are maintained. The access log will specify the individuals who have requested or received personally identifiable information from the educational records and the legitimate educational interest the parties had in requesting or obtaining the information. If the information was released without prior parental consent, the specific exception for such consent will also be set forth.

A record will not be kept when a student’s record is accessed by the parent or eligible student or a school official with legitimate educational interest, a written consent has been received from the parent or eligible student, a request is received for directory information only, or the district is ordered to not disclose the request for records.

DIRECTORY INFORMATION

Directory information includes, but is not limited to:

1. Student name;
2. Address;
3. Telephone listing;
4. Electronic mail address (e-mail);
5. *Photographs of the student used by the district for recognition of student achievement and community relations, including, but not limited to, publication in the district’s or school’s newsletters, in the school setting, and on the district’s or school’s web site;*
6. *Video recordings of the student in common areas by electronic surveillance, recorded for the purpose of maintaining the physical security and safety of the school; to the extent electronic surveillance video recordings exist, they may be a public record or may become an educational record pursuant to Policy No. 940. The district reserves the right to edit, including concealing identities, any electronic surveillance recordings to comply with applicable state and federal law prior to any release or disclosure.*
7. Date and place of birth;
8. Major field of study;
9. Grade level;

10. Enrollment status;
11. Participation in officially recognized activities such as sports;
12. Weight and height of members of athletic teams;
13. Dates of attendance;
14. Degrees, honors, and awards received;
15. The most recent previous school, school district, or institution attended; and
16. A student identification number, user identification, or other unique personal identifier, ~~used for purposes of accessing or communicating in electronic systems or displayed on a student ID badge,~~ but only if the identifier cannot be used to access education records. ~~except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password or other factor known or possessed only by the authorized user.~~

DISCLOSURE OF DIRECTORY INFORMATION

This district may disclose directory information after giving written, public notice annually to parents of students in attendance and eligible students in attendance that:

1. All information in the definition of directory information as set forth in this policy has been designated as directory information by this district;
2. A parent or eligible student has the right to refuse to allow this district to designate any or all of the types of information about the student as directory information, except that the district cannot be prevented from disclosing or requiring a student to disclose the student's name, identifier, or email address in a class in which the student is enrolled, or prevent the district from requiring a student to wear, to display publicly, or to disclose a student identification card or badge that contains directory information.
3. If a parent or eligible student does not want any of the directory information about the student released, the parent or eligible student must notify this district in writing *by September 30th of the current school year* that directory information may be disclosed.
4. The district will provide, on a request made by military recruiters or an institution of higher education, access to secondary school students' names, addresses, and telephone listings unless a parent or secondary school student requests, in writing, that the student's name, address, and telephone listing not be released without prior written parental consent.

The district may disclose directory information about former students without notice. However, the district will continue to honor any valid request to opt-out of the disclosure of directory information made while a student was in attendance unless the student rescinds the opt-out request (*see Policy No. 681F2, Student Records: FERPA Directory Information Opt-Out Form*).

PROCEDURE TO AMEND RECORDS

If a parent or eligible student believes that the educational records relating to the student contain information that is inaccurate, misleading, or in violation of the student's right of privacy, they may seek to amend the record. The right to seek amendment cannot be used to challenge a grade or an individual's opinion (unless the grade or the opinion has been inaccurately recorded) or a district's decision to create or maintain particular education records. When a request to amend educational records is received, *it will be reduced to writing and* the following procedure will be followed:

Review Process

1. Within *thirty calendar (30) days* of receiving a request to amend the record, this district, through its designee, will determine whether the information contained in a record is inaccurate, misleading, or in violation of the student's right of privacy. If the district determines that the requested amendment is appropriate, it will correct the record and provide written notice of the changes to the parent or eligible student.
2. If this district determines that the information is not inaccurate, misleading, or in violation of the student's right of privacy, it will inform the parent or eligible student, *in writing*, of its decision, *the reasons why it denied the request to amend the record*, and the right to a hearing.

Hearing Process

1. The parent or eligible student, on request, has an opportunity for a hearing to challenge the contents of the student's educational records on the grounds that the information contained in the educational records is inaccurate, misleading, or in violation of the privacy rights of the student.
2. This district will hold the requested hearing within *thirty (30) school days* after it receives a request for the hearing. Notice of the date, time, and place will be given to the parent or eligible student at least *ten (10) school days* prior to the hearing.
3. Any individual, including a district employee who does not have a direct interest in its outcome, may conduct the hearing. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues raised at the hearing. The parent or eligible student may, at their own expense, be assisted or represented by an individual of his or her own choice, including an attorney.
4. *The individual conducting the hearing is not bound by common law or by the rules of evidence. Evidence will be admitted and given weight only if it is the kind of evidence which reasonable persons are accustomed to rely on in the conduct of serious affairs.*
5. The hearing officer will make his/her decision in writing within *fourteen (14) school days* after the close of the hearing. The decision will be based solely on the evidence presented at the hearing and will include a summary of the evidence and the reasons for the decision. The hearing officer's decision will be the final decision of this district.

6. If the hearing officer concludes that the information being contested is inaccurate, misleading, or otherwise in violation of the privacy rights of the student, the district will amend the records at issue and inform the parent or eligible student of the amendment in writing.
7. If the hearing officer concludes that the information in the educational record is not inaccurate, misleading, or otherwise in violation of the privacy rights of the student, the district will inform the parent or the eligible student of the right to place a statement in the record commenting on the contested information stating why he or she disagrees with the district's decision. If such a statement is received by this district, it will remain a part of the record for as long as the student's record is maintained and the statement will be disclosed whenever this district discloses the portion of the record to which the statement relates.

LAW ENFORCEMENT UNIT

The district may designate one or more law enforcement units as provided under FERPA. A law enforcement unit may consist of a single individual and need not be a law enforcement officer. All school security records including, but not limited to, school security campus or school bus videotapes, records relating to weapons screening devices, visitor logs, and any records of interviews relating to potential violations of the law may be maintained by the law enforcement unit. These records are not deemed to be educational records.

The district may disclose any law enforcement unit records, files, documents, and other materials pertaining to the investigation of a violation of the law to a law enforcement agency or the Idaho Department of Health and Welfare. The disclosure of such records to a law enforcement agency or the department of health and welfare does not prohibit the use of those records for educational purposes such as student discipline.

SPECIAL EDUCATION RECORDS

This district recognizes the right of parents of students with disabilities and eligible students with disabilities to inspect and review educational records relating to the student that are collected, maintained, or used by this district.

The district will also comply with a request to inspect and review such records without unnecessary delay, and:

1. In no event more than forty-five (45) calendar days after the request has been made;
2. Before any meeting regarding the student's individualized education program (IEP);
3. Before any hearing relating to the identification, evaluation, or educational placement of the student or the provision of a free appropriate public education (FAPE) to the student; or
4. Before a resolution session.

The right of parents of students with disabilities and eligible students with disabilities to inspect and review education records includes:

1. The right to a response to reasonable requests for explanations and interpretations of the records;
2. The right to request copies of the records if failure to provide copies would effectively prevent the parent from exercising the right to inspect and review records; and
3. The right to have a representative of the parent inspect and review the records.

RETENTION AND DESTRUCTION OF SPECIAL EDUCATION RECORDS

Educational records, including eligibility documentation and IEPs, will be maintained for at least five (5) years after disenrollment of a student with disabilities from the district. Medicaid-related records, specifically expenditure documentation, cost allocation process, all student records related to the Medicaid billing and service delivery (e.g., data sheets, IEPs, health care plans, physician recommendations for assessments and IEP services, evaluation recommendations, documented supervision of paraprofessionals), and revenue documentation, will be maintained for a period of six (6) years.

The district will inform a parent and/or eligible student when PII collected, maintained, or used is to be destroyed because the information is no longer needed to provide educational services to the student. The parent and/or eligible student must be informed of PII that the district intends to destroy and that the information will be destroyed no earlier than forty-five (45) calendar days from the date of the notice. The parent and/or eligible student must also be informed of the procedure to follow if he or she wishes to formally object to the destruction of the information and wants the records sent to him or her.

Written records of individual students are confidential and will be shredded, destroyed, or redacted as appropriate under supervision of the staff member responsible for the records, if not released to the parent and/or eligible student. The records manager will maintain a log that documents the date of destruction or release of the records.

A permanent record of the student's name, address, phone number, grades, classes attended, immunization records, test scores, attendance records, grade level, and year completed may be maintained by the district without a time limitation. Any other PII will be destroyed at the request of the parent and/or eligible student if it is older than five (5) years and no longer needed to provide special education. *When informing the parent and/or eligible student of his or her rights, the district will remind the parent and/or eligible student that the records might be needed for Social Security benefits or other purposes in the future.*



LEGAL REFERENCE:

Idaho Code Section 32-717A – Parents’ Access to Records and Information

The Family Educational Rights and Privacy Act of 1974

20 USC 1232g

34 CFR Part 99

Uninterrupted Scholars Act, Pub.L. 112-278 (2013)

Individuals with Disabilities Education Improvement Act of 2004

20 USC 1412(2)(D) and 1417

34 CFR Sections 300.610 through 300.626

Idaho Special Education Manual, 2018

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*

The district will perpetually maintain a permanent record for each student, including the student's name, address, phone number, grade(s), class(es) attended, immunization records, test scores, attendance record, and grade level(s) and year(s) completed. The permanent record may be in any format and medium determined feasible by the board. The district will make a reasonable effort to safeguard the permanent records.

The records will be maintained under the legal name of the student and, in addition to school information, will include such information as birth date, residency, parent's name, etc., as may be deemed necessary and advisable.

The requirements pertaining to student records are found in Policy 681 of this policy manual.

SPECIAL EDUCATION RECORDS

The district will retain special education records, such as eligibility documentation and IEPs, for a period of at least five (5) years after the student disenrolls from the district. The purpose of retaining such records is to provide documentation for fiscal accountability and program compliance with the General Education Provisions Act and IDEA 2004 requirements. After five (5) years have passed, and before destroying the records, the parent or adult student may request that the records not be destroyed and be sent to the parent or adult student.

~~In all cases the Blackfoot School District No. 55 will indefinitely keep electronic copies of the most recent eligibility report and the most recent IEP.~~

NOTICE OF INTENT TO DESTROY SPECIAL EDUCATION RECORDS

The district will provide notice to parents and/or adult students that the district intends to destroy, no earlier than forty-five (45) days from the date of the notice, special education records that have been retained longer than five (5) years after the student disenrolled from the district. *Such notice shall be sent by U.S. First Class Mail, postage prepaid, to the last known address, if any, of the parent or adult student. Alternatively, the district may publish notice of the intent to destroy special education records for all students disenrolling in a specific year on one (1) occasion in a newspaper of general circulation within the district.*

The notice shall specify the procedure for objecting to the destruction of the educational records and requesting that the records be sent to the parent or adult student. The notice shall also inform parents and/or adult students that such educational records may be needed for application for Social Security or other benefits.

Records will be provided to parents of adult students only if the parent has verification of the right to access such information.

REQUEST TO PURGE SPECIAL EDUCATION RECORDS

The adult student or parent may request that any personally-identifiable information, other than that retained in the permanent record, be destroyed. The district will comply with such request if the records are older than five (5) years and are no longer needed to provide special education to the student.

DESTRUCTION OF EDUCATIONAL RECORDS

Written records of individual students are confidential and must be shredded or burned under supervision of the staff member responsible for maintenance of the records if the records are not released to the parent or adult student. The records manager shall maintain a log that documents the date of destruction or release of records.



LEGAL REFERENCE:

Idaho Code Sections

33-506

33-1614

34 CFR Part 99

Idaho Special Education Manual, 2018~~07~~, Chapter 11

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*

The personnel records of all district employees will be maintained in the district's central office. Such records will include completed application forms, recommendations, evaluations, college transcripts, and other information deemed necessary by the district or administration.

Disclosure of the information in personnel files must comply with the Idaho Public Records Law, Idaho Code §74-106(1).



LEGAL REFERENCE:

Idaho Code Sections
~~9-34074-106~~
33-518

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*

The buildings and grounds owned by the district are to be used only for educational purposes or other public purposes as approved by the board or its authorized representatives.

Any person who comes onto district property and who disrupts the educational processes, or whose presence is detrimental to the morals, health, safety, academic learning, or discipline of the students, or who loiters may be removed. Such persons will be prosecuted to the full extent of the law.

All school visitors must report immediately to the school's administrative office prior to proceeding to any classroom or activity.

Unauthorized persons will not be permitted in school buildings or on school grounds. School principals are authorized to take appropriate action to prevent unauthorized persons from entering district grounds or buildings.



LEGAL REFERENCE:

Idaho Code Sections

-18-3302I – Threatening Violence on School Grounds

18-7008 – Criminal Trespass

33-512(11) – Governance of Schools

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*

The board of trustees of Blackfoot School District No. 55 authorizes the use of electronic surveillance on school premises to ensure the health, safety, and well-being of all staff, students, and visitors, and to safeguard district facilities and property. Electronic surveillance may be used in common areas as determined to be appropriate by the superintendent or designee.

DEFINITIONS

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

“Common area” means any area within the school district that is not being used for instructional study or where there is no reasonable expectation of privacy, including but not limited to, hallways, auditoriums, cafeterias, libraries, gymnasiums, entrances, parking areas, and school transportation.

“District property” means any property owned or operated by the district including inside any district building or on district grounds and vehicles.

“Electronic surveillance” means video/digital components of multi-media surveillance systems, including but not limited to, cameras, recording units, tapes, CD/DVDs, camera phones, tablets, etc. All electronic surveillance shall be limited to video without recording sound so as to prevent any violation of Idaho wiretapping statutes.

NOTICE

This policy will serve as notice to staff and students that video surveillance may occur on school premises. Additional notice of the existence of electronic surveillance cameras may be posted at the entrance to any school building where such electronic surveillance may be in use. The building principal may notify students, staff and visitors at the beginning of each school year that the District will be monitored by Electronic Surveillance.

USE OF ELECTRONIC SURVEILLANCE

Electronic surveillance may be used to determine if staff, students, or visitors have violated board policies, administrative directives, building rules, or laws. Staff, students, or visitors may be subject to disciplinary action and/or referred to law enforcement regarding conduct captured by electronic surveillance.

The administration is authorized to determine the frequency ~~that~~ of review of electronic surveillance, ~~will be reviewed~~ as well as the placement and focus point of all cameras.

Surveillance cameras will not be placed in a classroom and used as part of a teacher evaluation without prior consent. In the event electronic surveillance is utilized in common areas where no

expectation of privacy exists, such electronic surveillance may be used as part of an evaluation or discipline when appropriate.

EDUCATIONAL AND PERSONNEL RECORDS

Electronic surveillance video recordings in common areas made for the purpose of maintaining the physical security and safety of the school and where no expectation of privacy exists, shall not be part of a student's educational record or a staff member's personnel record. Electronic surveillance may, at the discretion of the superintendent, be made a part of a student's educational record or a part of a staff member's personnel record. ~~Electronic surveillance may, at the discretion of the superintendent, be made a part of a student's educational record or a part of a staff member's personnel record.~~ The disclosure of student educational records is are governed by subject to the Family Educational Rights and Privacy Act (FERPA) and Policy No. 681 - Student Records. Employee records are confidential pursuant to ~~section Idaho Code §33-518; Idaho Code~~, and Policy No. 411; - Personnel Files.

All electronic surveillance that is not made a part of the educational record or a part of the personnel record is a public record subject to public disclosure ~~under section 74-101 (11); in accordance with Idaho Code~~ the Idaho Public Records Act (Idaho Code §§74-101 et seq.); for the duration that ~~it~~ such electronic surveillance is maintained. The district reserves the right to edit, including concealing identities, any electronic surveillance recordings to comply with applicable state and federal law prior to any release or disclosure.

RETENTION

The electronic surveillance recordings will be retained until the video is overwritten by the current surveillance system. All recordings shall be disposed of in a secure manner. The district shall have no duty to retain electronic surveillance recordings longer than this retention period, unless a public record request is received. The superintendent or the designated district records custodian will be responsible to review a sample of electronic surveillance on a periodic basis.

Only the superintendent, principal, or individuals authorized by the superintendent or principal will have access to electronic surveillance recordings. All electronic surveillance recordings will comply with state and federal law, including Policy No. 681.50, Protection of Student Data.



LEGAL REFERENCE:

Idaho Code Sections

-33-518 – Employee Personnel Files

~~Idaho Code Section~~ 33-133 – Definitions – Student Data – Use and Limitations – Penalties

74-101 et seq. – Idaho Public Records Act

20 U.S.C. §1232g – ~~The~~ Family Educational Rights and Privacy Act of 1974 (FERPA)

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*

It is the intent of the board of trustees of this district that the district take reasonable actions to provide a safe environment for all participants and spectators at school-sponsored events. While the board encourages students, parents, and patrons to take an interest in the district's educational programs, including extracurricular activities, and attend those events open to the public, the board has an obligation to maintain an atmosphere of respect, order, and professionalism on district premises and at school-sponsored events.

In addition, this district adopts the sportsmanship standards imposed by the Idaho High School Activities Association (IHSAA). Individuals attending events sponsored by the district and/or IHSAA are expected to demonstrate respect, order, and good sportsmanship.

PROHIBITION

Any conduct, including, but not limited to, verbal and/or physical assault of another individual, on district premises or at school-sponsored events that is determined by school officials to be disruptive to the educational process or detrimental to the morals, health, safety, academic learning, or discipline of students, is prohibited.

Additionally, all persons, while on school grounds, are prohibited from willfully threatening, by word or act, to use a firearm or other deadly or dangerous weapon to do violence to any other person on school grounds. Such threats, if known to school personnel, will be immediately reported to law enforcement. For purposes of this policy, "school grounds" means any district-owned property or vehicle, or location where a school-sponsored event is occurring.

DENIAL OF ENTRY

The superintendent or designee has the authority to determine if an individual's conduct violates this policy. In the event such disruption or detrimental conduct is determined to have occurred or is occurring, the individual(s) causing the disruption will be notified in writing, or verbally, to immediately leave the district premises or school-sponsored event. The superintendent or designee may determine that such individuals will be denied entry to future school-sponsored events, upon giving notice to the individual.

In the event the individual(s) refuse to leave or, without permission or invitation, return and enter the district premises or school-sponsored event, it will be deemed to be trespassing and may be referred to law enforcement.

In the event a student or staff member causes the disruption or detrimental conduct, other appropriate disciplinary action may also be imposed.



LEGAL REFERENCE:

Idaho Code Sections

18-3302I – Threatening Violence on School Grounds

18-7008 – Criminal Trespass

33-512(11) – Governance of Schools

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*