

**Dietrich School District #314**  
**"Educate Empower and Prepare"**  
**August 7, 2023**  
**7:30 P.M. Board Room**

**Regular School Board Meeting Agenda**

**Mission:** We exist to Educate, Empower, and Prepare students for a productive life.

**Vision:** Maintain a culture where Respect, Integrity, and Perseverance are cultivated. Operate a safe and welcoming school. Where each student is challenged to achieve excellence in Preparation for College, Career and a Productive Life.

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**Regular Board Meeting Revised Agenda**

1. Call to Order
    - a. Pledge of Allegiance
    - b. Vision and Mission
  2. **Action Item: Executive Session as per code 74-206** (1) subsections(a)(d) (a)To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. d) To consider records that are exempt from disclosure as provided in chapter 1, title 74,
  3. **Consent Agenda Action**
    - a. Approval of Minutes July 17, July 19 2023
    - b. Approval of Accounts Payable, AP 2
    - c. Approval of Encumbrance Report
    - d. Approval of Student Body Balance Sheet
    - e. Out of District Student
  4. **Personnel Action**
    - a. Link 1
    - b. Link 2
  5. **Action Item: Approve/Deny Consent Agenda**
  6. **Public Input:** The board values patron input. Any patron who would like to speak at a board meeting regarding a complaint about the district should have followed district policy on chain of command. The chain of command is as follows 1. Teacher or staff 2. Principal or Supervisor 3. Director or Administrator 4. Superintendent 5. Board.
  7. Superintendent Report
    - a. Update
    - b. Maintenance Report
  8. Dean of Students Report
    - a. Update
    - b. Athletic Report
  9. Finance
    - a. **ESSER Funds Action**
      - i. Quotes
      - ii. ESSER Account
  10. Board Business
    - a. Staff Handbook Action
    - b. Student Handbook Action
    - c. Trustee election resolution Action
    - d. Covid return to school plan Action
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e. Continuous Improvement Plan Amendment **Action**

11. Policy

a. 1st Reading Revisions **Action**

i. 3545

ii. Delete 3345 4410

b. 2nd Reading/Revisions **Action**

i. 2140, 2140F Student and Family Privacy Rights Policy

ii. 1100, 2120, 2130, 2425, 2425E, 2425P, 2605, 2700, 2700P, 31010A1, 3010 F, 3010PA1, 3500, 3500F, 3510, 3530, 3570, 3570F1, 3570P, 4140, 4420, 4510, 5402, 5430, 7402, 7408, 9605, 9802

c. 2nd reading revision **Action**

i. 3256-Cell phone Policy

12. Future Agenda Items:

a. Regular Meeting September 11, 2023

b. Adjournment **Action**

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**Board of Trustees**

Rick Bingham, Chairman/ Starr Olsen, Vice Chair  
Perry VanTassell/Ben Hoskisson/Valerie Varadi

**Superintendent of Schools**  
Stefanie Shaw

**Business Manager/Board Clerk/ Treasurer**  
Dalonna Hurd

Dalonna Hurd  
RB/B/L

**APPROVED**

**Dietrich School District #314  
Board of Trustees Regular Board Meeting  
July 17, 2023**

The meeting was called to order at 6:30 P.M. by Chairman Rick Bingham. The Board Members present were Perry Van Tassell, Ben Hoskisson and Valerie Varadi. Starr Olsen joined the meeting in already in progress. Superintendent Stefanie Shaw, and Business Manager/Clerk Dalonna Hurd were also present. Patrons and Staff in attendance were Colette Robertson, Jalyn Shaw, Jolyn Churchill, Tanya Astle, Diane Norman, Kathleen Novotny, Amy Webb, Heather Torgerson, Mike Torgerson, Angela Hubert, Charley Astle, Maureen Heimerdinger, Jerry Heimerdinger and Billie Sneddon. David Brinkman was also in attendance.

**Consent Agenda**

- Perry Van Tassell made a motion to approve the consent agenda with the exception of the Health/PE/Science position. Ben Hoskisson seconded the motion. Vote was unanimous in favor.
- Health/PE/Science Position – Discussion was held on how we may be able to fill the roles and possible ways to split Health/PE, Science and Ag positions. Valerie Varadi made a motion to accept Superintendent Shaw’s recommendation for personnel. Rick Bingham seconded the motion. Vote was 2 (Valerie and Rick) in favor and 2 (Ben and Perry) opposed. Motion failed. More discussion followed reaching no agreement. Health and Science positions are open based on the motion approving the consent agenda.

**Patron Input**

- Jerry Heimerdinger and Collette Robertson addressed the board regarding concerns and questions on the proposed housing levy.

Starr Olsen joined the meeting in progress.

**Superintendent Report**

Superintendent Shaw gave her report as read. Her report included the following points:

- Safety Grant
- Curriculum Maps
- Upcoming Dates
- Maintenance Report – Delta is scheduled to start on the Fire Suppression line at 6:00 am tomorrow. There are concerns about the project being completed on time for school to start as scheduled.

**Lunch Fee Increase**

- Ben Hoskisson made a motion to approve the lunch fee increase presented last month. Valerie Varadi seconded the motion. Vote was unanimous in favor.

**ESSER FUNDS**

- The Boiler System quote was reviewed. Perry Van Tassel will try to get a second quote. No action was taken.

**Supplemental Levy**

- Ben Hoskisson presented information on housing floor plans as discussed by the housing committee. They would like to see single floor, 2- and 3-bedroom units. Superintendent Shaw has received 28-30 call from patrons who are not in support of running a levy to

fund the project. Her recommendation is to use money in savings to build a duplex without a levy. No motion was made. Levy proposal dies due to lack of action.

#### **Board Handbook**

- Ben Hoskisson made a motion to approve the board handbook. Valerie Varadi seconded the motion. Vote was unanimous in favor.

#### **Psych/Speech Contract**

- Starr Olsen made a motion to approve the contract for psych and speech services from Ben Walters. Ben Hoskisson seconded the motion. Vote was unanimous in favor.

Hall of Fame – Rick Bingham shared an idea he had to recognize teachers and staff -both past and present- that have been in the district over 20-30 years.

#### **Executive Session**

Starr Olsen made a motion to go into executive session as per Idaho code 74-206(1) subsection (d): To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code.

Ben Hoskisson seconded the motion. The roll call vote went as follows: Valerie, yes; Ben, yes; Starr, yes, Perry, yes; and Rick, yes. The board went into executive at 7:18 p.m.

Discussion was held on the continuous improvement plan.

The board came out of executive session at 7:43 p.m.

#### **Continuous Improvement Plan**

- Ben Hoskisson made a motion to approve the Continuous Improvement Plan as presented. Perry Van Tassell seconded the motion. Vote was unanimous in favor.

#### **Policy**

- Starr Olsen made a motion to approve the first reading of policies 2140,2140F, 1100, 2120, 2130, 2425, 2425F, 2425P, 2605,2700, 2700P, 3010, 31010A1, 3010 F, 3010PA1, 3500, 3500F, 3510, 3530, 3570, 3570F1, 3570P, 4140, 4420, 4510, 5402, 5430, 7402, 7408, 9605, 9802 and strike 3281 from the list. Ben Hoskisson seconded the motion. Vote was unanimous in favor of the motion.
- Ben Hoskisson made a motion to delete policies 3010PA2 and 3010A2. Valerie seconded the motion. Vote was unanimous.
- Policy 3256- additional recommendations were made. Policy will be amended and presented for approval in August.

#### **Future Agenda Items**

- Next regular board meeting will be August 14, 2023

#### **Adjournment**

- Chairman Rick Bingham adjourned the meeting at 7:56 PM.



APPROVED

Dietrich School District #314  
Board of Trustees Regular Board Meeting  
July 19, 2023

Dalonna Hurd  
RL B/L

The meeting was called to order at 7:05 P.M. by Chairman Rick Bingham via Zoom. Starr Olsen read the mission and vision statements. The Board Members present were Perry Van Tassell, Valerie Varadi and Starr Olsen along with Superintendent Stefanie Shaw. Ben Hoskisson and Business Manager/Clerk Dalonna Hurd also joined the meeting via Zoom. Patrons and Staff in attendance were Jalyn Shaw, Kathleen Novotny, Shane Novotny, Amy Wood, Elizabeth Hollibaugh, Kalli Stagg, Charley Astle, Matigan Bingham, Shirley Bingham, and Cheryl Warren (zoom).

**Personnel**

- Discussion was held regarding personnel and the open positions. The proposal to move our Science teacher to Health/PE and open the Science position was again discussed. Policy was cited and clarification given regarding current certifications.
- Valerie Varadi made a motion to move Charley Astle to Health/PE and open the Science position until filled. Rick seconded the motion. Vote was as follow: Valerie; Aye, Perry Van Tassell; neigh, Starr Olsen; neigh, and Ben Hoskisson; neigh. Motion failed.

**Adjournment**

- Chairman Rick Bingham adjourned the meeting at 7:29 PM.

**Openings**

Reading intervention stipend

Mentor stipend

Team leads stipend 2 at elementary 2 secondary

**Recommendations for hire**

Kitchen Cook - Perri Smith

Substitute - Debi Bingham

Health/PE - Transfer Charley Astle from Science to Health and PE

I do have concerns for myself personally and the applicant for the Science position. I think he will do a great job and this is something he has wanted to pursue since we moved to Dietrich 21 years ago but has not really been an option until now. However I am very concerned how the staff and community will take hiring my spouse.

Due to the time frame I think we will need to hire him solely as the science teacher and will need to have him choose one elective that he will teach. I hope that if he accepts that we can work on a better schedule for the staff of PE, Health, and Ag and utilize them in the best capacity but there is just not time this year to put this plan in place and have staff ready to teach those courses this year.

This would also cause us to have to redo the entire class schedule and redo schedule for all of our students that was already done last spring. There is just not time to make this all happen before school starts.

I have a plan in place to where I will not deal with any concerns related to the science applicant in anyway. Brody will be his immediate supervisor he will attend evaluation training that the state department provides or we could bring an administrator in possibly from Shoshone or Richfield.

I also have an alternate plan should the board decide that this is not the best decision for the district. It will just limit the electives for our students. I may have to put one or two science classes online but feel we could cover Health PE Science and some Ag courses with Charley Astle and Kalli Stagg.

## Update

- ❖ There is a lot of working going on in the building. We have had Delta with the Fire Suppression system in last 3 weeks they should have it wrapped Saturday August 5. We have John Allens crew scheduled to be back in the building to put things back together on Monday August 7. We did run into some problems and had to bring Johns crew in twice for tear out. There was a lot more of the ceilings that had to be torn out than we had hoped. Therefore the cost on that end is more than we anticipated it would be.
- ❖ Concrete will be poured Monday or Tuesday out in front of main doors, handicapped area, gym doors, and behind the ag shop. We did install all the tubing for new concrete before it was poured so that we can have a similar system to what we have out the back doors to the football field. We do not plan to finish this as it is not in the budget this year to complete the installation of the system.
- ❖ The new fridge/freezer in the kitchen is scheduled to start on Monday they anticipate it will take 3 days to get the new freezer installed.
- ❖ As of right now Ryan believes we will be good to start school as long as we don't run into something that we are unaware of right now. It will be a push to get the building cleaned so I would like to cancel open house I just don't see anyway the building will be ready to have the public in the building on the 17th.
- ❖ I was out of the building for most of the week of fair week and some of the week before. I did make time to go see some of our kids at the fair they all did a great job and had some great success.
  
- ❖ IASA Conference Mr Astle and I both attended IASA conference this past week in Boise. The conference them was on mental health. I had some great takeaways from the conference. One of my favorite classes that I attended was on teacher and staff retention. I got some great ideas on things that we can do with staff to continue the work I did last year on school culture.

(VEND RNG: 000000-ZZZZZZ; DATE RNG: 08/07/23-08/27/23; ALL FUNDS; BANK CD: 1)

VEND #	ACCOUNT	DEPT	DATE	PO #	INVOICE	DESCRIPTION	BC	DP	MO-YR	AMOUNT
000003	100-665410-000-000-0	000000	08/07/23	006455	09383	PVC T, paint, ant spray, clamps,	1	N	08-2023	144.68
000003	100-665410-000-000-0	000000	08/07/23	006455	09389	PVC T, paint, ant spray, clamps,	1	N	08-2023	53.91
	**SUB-TOTAL: G&H Ace Hardware									198.59
000057	100-211000-000-000-0	000000	08/07/23	006454	314267-1	Student paid IDLA Summer 2023	1	N	08-2023	675.00
	**SUB-TOTAL: Idaho Digital Learning Academy									675.00
000070	100-681350-000-000-0	000000	08/07/23	006452	9940733835	2023-2024 East Route Cell Phone	1	N	08-2023	52.29
000070	100-681350-000-000-0	000000	08/07/23	006452	9940733835	2023-2024 West Route Cell Phone	1	N	08-2023	52.29
000070	100-632350-000-000-0	000000	08/07/23	006452	9940733835	2023-2024 Superintendent Cell phone	1	N	08-2023	51.58
	**SUB-TOTAL: Verizon Wireless									156.16
099045	243-619300-000-000-0	000000	08/07/23	006453	38333977	2023-2024 Cyllder Rental	1	N	08-2023	93.93
	**SUB-TOTAL: NORCO									93.93
099130	271-621380-000-000-0	000000	08/07/23	006450	23IASA	Mileage to Boise IASA	1	N	08-2023	163.75
099130	271-621380-000-000-0	000000	08/07/23	006450	23IASA	Meals per diem - 2 dinner, 2 breakfast IASA C	1	N	08-2023	102.00
	**SUB-TOTAL: Shaw, Stefanie									265.75
099181	100-665410-000-000-0	000000	08/07/23	006421	1761078	1/2" radlant pex tubing	1	N	08-2023	612.31
099181	100-665410-000-000-0	000000	08/07/23	006421	1747013	1/2" radlant pex tubing	1	N	08-2023	2,627.40
	**SUB-TOTAL: Ferguson Enterprises #3007									3,239.71
099233	100-632380-000-000-0	000000	08/07/23	006448	802052	Lodging for IASA Conf. SShaw	1	N	08-2023	348.00
	**SUB-TOTAL: The Grove Hotel									348.00
099387	100-665410-000-000-0	000000	08/07/23	006451	16470455	PVC male adapters	1	N	08-2023	4.90
099387	100-665410-000-000-0	000000	08/07/23	006451	16470455	PVC Female adapters	1	N	08-2023	2.85
	**SUB-TOTAL: H.D. Fowler Company									7.75
099535	271-621380-000-000-0	000000	08/07/23	006449	BSU MATH	Mileage to BSU Math Teaching Conference	1	N	08-2023	165.06
	**SUB-TOTAL: Hollibaugh, Elizabeth									165.06
***GRAND TOTAL - VENDOR COUNT: 9										5,149.95

(VEND RNG: 000000-ZZZZZZ; DATE RNG: 00/00/00-08/31/23; ALL FUNDS; BANK CD: 1)

VEND #	ACCOUNT	DEPT	DATE	PO #	INVOICE	DESCRIPTION	BC	DP	MO-YR	AMOUNT
000002	100-663410-000-000-0	000000	07/11/23	005938	240004	2022-2023 Unleaded Gas	1	N	07-2023	30.01CR
000002	100-661420-005-000-0	000000	07/11/23	005938	240004	2022-2023 Diesel Fuel	1	N	07-2023	15.04
000002	100-661330-004-000-0	000000	07/11/23	005938		2022-2023 Propane -Main	1	N	07-2023	1.06
	**SUB-TOTAL: Valley Wide Cooperative									13.91CR
000005	100-661350-000-000-0	000000	08/03/23	006429	208-886-9891744B	2023-2024 Fax Line	1	N	08-2023	123.95
	**SUB-TOTAL: CenturyLink									123.95
000007	100-661330-002-000-0	000000	08/03/23	006428	9	2023-2024 Gym and Public	1	N	08-2023	241.27
000007	100-661330-002-000-0	000000	08/03/23	006428	3	2023-2024 Bus Barn	1	N	08-2023	69.27
000007	100-211000-000-000-0	000000	08/03/23	006428	61	2023-2024 North Duplex 463 N Park St	1	N	08-2023	86.10
000007	100-211000-000-000-0	000000	08/03/23	006428	60	2023-2024 South Duplex 447 N Park St	1	N	08-2023	88.06
000007	100-211000-000-000-0	000000	08/03/23	006428	59	2023-2024 School Gray Corner - 431 N Park	1	N	08-2023	69.27
	**SUB-TOTAL: City of Dietrich									553.97
000010	100-667300-000-000-0	000000	08/03/23	006422	SD314 ESCROW	Background check Escrow account	1	N	08-2023	200.00
	**SUB-TOTAL: Idaho State Dept of Education									200.00
000013	254-621410-000-000-0	000000	08/03/23	006411	511130	plastic floor covering to protect carpet- Fire	1	N	08-2023	269.87
	**SUB-TOTAL: Home Depot									269.87
000020	100-661330-001-000-0	000000	08/03/23	006433	2200570063	210 \$th St- GYM	1	N	08-2023	1,954.42
000020	100-661330-001-000-0	000000	08/03/23	006433	2204390450	431 N Park St - SHOP	1	N	08-2023	7.27
000020	100-661330-001-000-0	000000	08/03/23	006433	22054037736	624 N Park St. - AG Building	1	N	08-2023	298.11
000020	100-661330-001-000-0	000000	08/03/23	006433	2206056844	602 N Park St - Football Lights	1	N	08-2023	6.33
000020	100-661330-001-000-0	000000	08/03/23	006433	2206633246	22 E 1st St - Busbarn	1	N	08-2023	56.39
	**SUB-TOTAL: Idaho Power									2,322.52
000043	100-632270-000-000-0	000000	08/03/23	006441	27662471	2023-2024 Installment Premium	1	N	08-2023	12,023.00
	**SUB-TOTAL: Idaho State Insurance Fund									12,023.00
000056	254-621310-000-000-0	000000	08/03/23	006437	911716	Material for Fire Suppression Line Replacem	1	N	08-2023	15,000.00
	**SUB-TOTAL: Delta Fire Systems, Inc									15,000.00
000057	257-521300-000-000-0	000000	08/03/23	006442	23-0073	22-23 Presence Learning Minimum Commitm	1	N	08-2023	1,997.00
	**SUB-TOTAL: Idaho Digital Learning Academy									1,997.00
000065	100-661330-003-000-0	000000	08/03/23	006436	706279	2023-2024 Trash Services	1	N	08-2023	40.00
	**SUB-TOTAL: Timberline Trash LLC									40.00
000080	100-651460-000-000-0	000000	08/03/23	006427	19745	Budget Manager Annual update fee	1	N	08-2023	660.00
	**SUB-TOTAL: 2M Data Systems									660.00
000083	100-531390-000-000-0	000000	08/03/23	006443	2023 FEES	Sports Activity Fees	1	N	08-2023	275.00
000083	100-531390-000-000-0	000000	08/03/23	006443	2023 FEES	Annual Membership Dues	1	N	08-2023	150.00
000083	100-531390-000-000-0	000000	08/03/23	006443	2023 FEES	IAAA/NIAAA Membership Dues	1	N	08-2023	80.00
000083	100-531390-000-000-0	000000	08/03/23	006443	2023 FEES	Catastrophic Ins	1	N	08-2023	462.00
000083	100-531410-000-000-0	000000	08/03/23	006443	2023 FEES	Coaches Cards	1	N	08-2023	700.00
000083	100-531390-000-000-0	000000	08/03/23	006443	2023 FEES	Junior High Activities Fees	1	N	08-2023	100.00
	**SUB-TOTAL: IHSAA									1,767.00
099050	100-664410-000-000-0	000000	08/03/23	006410	4F07858	Shielded wire to Speakers In SPED Room	1	N	08-2023	145.05
	**SUB-TOTAL: Plall Electric									145.05
099181	100-665410-000-000-0	000000	08/03/23	006421	1748210	3x20 PVC Foam core pipe, elbows and tees	1	N	08-2023	281.32
	**SUB-TOTAL: Ferguson Enterprises #3007									281.32
099183	100-632390-000-000-0	000000	08/03/23	006440	23-24.062	School District Membership Dues 2023-2024	1	N	08-2023	50.00
	**SUB-TOTAL: Idaho School District Council									50.00
099208	235-621550-000-000-0	000000	08/03/23	006281	365458833	Orff Bass Bars C, D, F, G, A, E	1	N	08-2023	299.00
	**SUB-TOTAL: JW Pepper & Sons Inc.									299.00
099271	100-623310-000-000-0	000000	08/03/23	006446	123983	2023-2024 VOIP Phone Line	1	N	08-2023	131.00
099271	100-623350-000-000-0	000000	08/03/23	006446	123983	2023-2024 Internet Service	1	N	08-2023	1,850.00
	**SUB-TOTAL: White Cloud Communications									1,981.00
099273	100-651350-000-000-0	000000	08/03/23	006431	3317774142	23-24 Postage Meter Lease	1	N	08-2023	66.45
	**SUB-TOTAL: Pitney Bowes Inc									66.45
099323	100-664550-000-000-0	000000	08/03/23	006388	INV401975-DIE015	student desks for HS room	1	N	08-2023	4,649.25
099323	100-664550-000-000-0	000000	08/03/23	006388	INV401975-DIE015	shipping	1	N	08-2023	860.30
	**SUB-TOTAL: Worthington Direct									5,509.55
099329	254-621310-000-000-0	000000	08/03/23	006438	6227	Labor to open ceilings for Fire Spinkler Work	1	N	08-2023	9,175.00
	**SUB-TOTAL: Interlor Contractors, Inc.									9,175.00
099358	251-512410-000-000-0	000000	08/03/23	006415	3103	Write Tools Training Books	1	N	08-2023	2,639.52
	**SUB-TOTAL: Raindance Press, Inc.									2,639.52
099368	245-623460-000-000-0	000000	08/03/23	006434	236675	Tying Club Licenses	1	N	08-2023	326.20
	**SUB-TOTAL: EdClub Inc.									326.20
099387	100-665410-000-000-0	000000	08/03/23	006419	16460882	ft poly pipe 1"	1	N	08-2023	34.00
099387	100-665410-000-000-0	000000	08/03/23	006419	16460882	1" pvc coupling	1	N	08-2023	8.16
099387	100-665410-000-000-0	000000	08/03/23	006419	16460882	1" PVC Insert tee	1	N	08-2023	4.86
099387	100-665410-000-000-0	000000	08/03/23	006419	16460882	1" clamps	1	N	08-2023	20.00
099387	100-665410-000-000-0	000000	08/03/23	006419	16460882	2" Sch 40 Weld PVC Pipe 20'	1	N	08-2023	90.00
099387	100-665410-000-000-0	000000	08/03/23	006419	16460882	2" Sch 40 PVC Couplings	1	N	08-2023	6.15
	**SUB-TOTAL: H.D. Fowler Company									163.17

(VEND RNG: 000000-ZZZZZZ; DATE RNG: 00/00/00-08/31/23; ALL FUNDS; BANK CD: 1)

VEND #	ACCOUNT	DEPT	DATE	PO #	INVOICE	DESCRIPTION	BC	DP	MO-YR	AMOUNT
099422	290-710460-000-000-0	000000	08/03/23	006432	HSSREC028907	2023-2024 Mosaic Renewal	1	N	08-2023	1,245.00
	**SUB-TOTAL: Heartland School Solutions									1,245.00
099428	100-681320-000-000-0	000000	08/03/23	006423	I230708734	Bus #08 - DOT Annual Inspection	1	N	08-2023	960.00
099428	100-681320-000-000-0	000000	08/03/23	006423	I230708734	Bus #08 Alignment	1	N	08-2023	300.00
099428	100-681320-000-000-0	000000	08/03/23	006423	I230708734	Bus 08 Wash	1	N	08-2023	65.00
099428	100-681320-000-000-0	000000	08/03/23	006423	I230708734	08 -install new turn signal hazard switch 8 wr	1	N	08-2023	1,260.00
099428	100-681320-000-000-0	000000	08/03/23	006424	I230711752	08 -Shop supplies- rags, towels, grease	1	N	08-2023	72.75
099428	100-681320-000-000-0	000000	08/03/23	006424	I230711752	Bus #20 Annual DOT Inspection	1	N	08-2023	960.00
099428	100-681320-000-000-0	000000	08/03/23	006424	I230711752	Bus 20 Gear oil	1	N	08-2023	12.00
099428	100-681320-000-000-0	000000	08/03/23	006424	I230711752	Bus 20 Branch tee	1	N	08-2023	20.85
099428	100-681320-000-000-0	000000	08/03/23	006424	I230711752	Bus 20 5749 B Arm Pivot Brass Cap Hex Hei	1	N	08-2023	172.17
099428	100-681320-000-000-0	000000	08/03/23	006424	I230711752	Bus 20 - Repair Horn - break in signal wire	1	N	08-2023	720.00
099428	100-681320-000-000-0	000000	08/03/23	006425	I230711750	Bus 20 - shop consumables	1	N	08-2023	30.15
099428	100-681320-000-000-0	000000	08/03/23	006425	I230711750	Bus 16 - Annual DOT inspection	1	N	08-2023	960.00
099428	100-681320-000-000-0	000000	08/03/23	006425	I230711750	Bus 16 Shop Consumables	1	N	08-2023	24.00
099428	100-681320-000-000-0	000000	08/03/23	006426	I230711751	Bus 00 - Annual DOT Inspection	1	N	08-2023	960.00
099428	100-681320-000-000-0	000000	08/03/23	006426	I230711751	Bus 00 - Shop Consumables	1	N	08-2023	24.00
	**SUB-TOTAL: A & A Mobile Services, LLC									6,540.92
099506	246-641410-000-000-0	000000	08/03/23	006430	1217	2023-2024 E3 App and Service License	1	N	08-2023	500.00
	**SUB-TOTAL: Emergent 3									500.00
099520	271-512300-000-000-0	000000	08/03/23	006439	2136	Days Training fee	1	N	08-2023	5,600.00
099520	271-512300-000-000-0	000000	08/03/23	006439	2136	Travel Expenses for Training	1	N	08-2023	1,850.00
	**SUB-TOTAL: The Write Tools									7,450.00
099534	100-631410-000-000-0	000000	08/03/23	006435	7.31.23	Easel Spray for Mr Dill service	1	N	08-2023	175.98
	**SUB-TOTAL: Arlene's Flower Garden									175.98
	***GRAND TOTAL - VENDOR COUNT: 28									71,491.56

DIETRICH SCHOOL DISTRICT NO. 314						
Cash Balance by Fund Report						
July 31, 2023						
Month 1 of 12	9% of School Year					
Fund Title	Beginning Budget Amount July 1, 2023	Revenue to date	Month to Date Expenses	YTD Expenses	Balance Ending July 20, 2024	MTD % Used YTD %
100 - General Fund	\$ 2,612,793	\$27,878	\$ (140,665)	\$ (140,665)	\$ 2,472,128.27	5% 5%
230- MV Homeless Grant	\$ 3,000		\$ (320)	\$ (320)	\$ 2,680.00	11% 11%
235- Expanding Arts Grant	\$ 14,856	\$14,856			\$ 14,856.49	0% 0%
243 - CTE	\$ 18,585		\$ (1,271)	\$ (1,270)	\$ 17,314.81	7% 7%
245 - Instructional Technology	\$ 72,182		\$ (1,244)	\$ (1,244)	\$ 70,938.35	2% 2%
246 - SDFS	\$ 4,352	\$0			\$ 4,352.00	0% 0%
250 - ESSER III Discretionary	\$ 110,000				\$ 110,000.00	0% 0%
250 - ESSER III Learning Loss	\$ 50,000	\$0	\$ (2,351)	\$ (2,351)	\$ 47,648.86	1% 1%
250- ESSER III Homeless	\$ -				\$ -	0% 0%
251 - Title IA	\$ 50,583		\$ (7,181)	\$ (7,181)	\$ 43,402.06	14% 14%
253 - Title IC (Migrant)	\$ 86,759	\$0	\$ (3,952)	\$ (3,952)	\$ 82,807.00	5% 5%
254 - ESSER 11 - FT	\$ 80,000		\$ (59)	\$ (59)	\$ 79,941.33	0% 0%
257 - IDEA Part B (SPED)	\$ 47,596		\$ (2,026)	\$ (2,026)	\$ 45,570.00	4% 4%
258-IDEA Part B Preschool Age	\$ 10,509	\$0			\$ 10,509.00	0% 0%
261 - Title IV SSAE	\$ 13,653				\$ 13,653.03	0% 0%
262 - REAP (Rural Education)	\$ 25,727		\$ (1,982)	\$ (1,982)	\$ 23,745.44	8% 8%
263 - Carl Perkins	\$ 7,125				\$ -	0% 0%
271 - Title IIA	\$ 13,988		\$ (1,630)	\$ (1,630)	\$ 12,358.00	12% 12%
290 - CNP	\$ 183,674	\$112	\$ (7,638)	\$ (7,638)	\$ 176,035.96	4% 4%
310 - Bond & Interest Redemption	\$ 201,000				\$ 201,000.00	0% 0%
420 - Plant Facilities					\$ -	
421 - Bond Facilities					\$ -	
424 - Bus Depreciation	\$ 16,225				\$ 16,225.00	0% 0%
<b>TOTAL CASH BALANCES</b>	<b>\$ 3,622,608</b>	<b>\$ 42,847</b>	<b>\$ (170,318)</b>	<b>\$ (170,317)</b>	<b>\$ 3,445,166</b>	
As of July 31, 2023 Bank Statement:						
General	\$ 83,775.57					
Savings Balance	\$ 7,963.24					

Child Nutrition	\$ 49,200.85								
Balance in Bond Acct	\$ 164,874.56								
Balance in LGIP M&O	\$ 841,768.68								
Total Account Balances	\$ 1,147,582.90								



# Dietrich School District

## Balance Sheet

As of August 1, 2023

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
D.L. Evans Bank	97,338.65
Undeposited Cash Box Funds	0.00
<b>Total Bank Accounts</b>	<b>\$97,338.65</b>
Accounts Receivable	
Accounts Receivable	7,651.51
<b>Total Accounts Receivable</b>	<b>\$7,651.51</b>
Other Current Assets	
Inventory Asset	972.93
Undeposited Funds	0.00
<b>Total Other Current Assets</b>	<b>\$972.93</b>
<b>Total Current Assets</b>	<b>\$105,963.09</b>
<b>TOTAL ASSETS</b>	<b>\$105,963.09</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	-1,480.05
<b>Total Accounts Payable</b>	<b>\$ -1,480.05</b>
Credit Cards	
Shania's SB CC	369.82
<b>Total Credit Cards</b>	<b>\$369.82</b>
<b>Total Current Liabilities</b>	<b>\$ -1,110.23</b>
<b>Total Liabilities</b>	<b>\$ -1,110.23</b>
Equity	
Opening Balance Equity	0.00
Sales Tax	-3.91
Sawtooth Conference	12,668.89
Scholarships	180.00
Scholarship- KMVT	0.00
Scholarship-Community	2,099.81
Scholarship-David Sorensen	3,625.00
Scholarship-Luke Beckley	0.00
Scholarship-Staff	5,723.76
Volunteer Scholarship	1,000.00
<b>Total Scholarships</b>	<b>12,628.57</b>

	TOTAL
<b>Student Body Balance</b>	
00-Ramburg	0.00
01-M. Helmerdinger	80.41
02-Chapman	753.84
03-Stowell	161.40
04-Hollibaugh	302.20
05-Astle	666.58
06-Norman	476.02
<b>Athletics</b>	439.23
Activity Cards	-48,517.44
Adult/Senior Pass	22,720.82
Family Pass	1,602.49
<b>Total Activity Cards</b>	7,176.25
<b>Gates</b>	<b>31,499.56</b>
Ice Cream	23,044.64
NFHS Kickback	2,065.49
Officials	387.78
Official Contract Fee	0.00
<b>Total Officials</b>	-26,939.96
<b>Student Sport Fees</b>	<b>-26,939.96</b>
BBB	7,300.00
Cheer	1,203.59
FB	10,381.91
GBB	6,495.94
Shooter Shirt- GBB/BBB	380.54
Track	8,692.71
VB	7,701.00
XC	768.00
<b>Total Student Sport Fees</b>	<b>42,923.69</b>
<b>Total Athletics</b>	<b>24,463.76</b>
Auto Collision	-100.08
Class Projects	-28.39
Nova Project	656.56
<b>Total Auto Collsion</b>	<b>528.09</b>
Box Tops/Field trips	844.66
Class of 2017	-23.53
Class of 2018	407.65
Class of 2019	286.97
Class of 2020	2.42
Class of 2021	378.63
Class of 2022	29.49
Class of 2023	219.11
Class of 2024	1,361.06
Class of 2025	486.20
Class of 2026	1,016.93
Class of 2027	914.67
Class of 2028	100.00
Class of 2029	75.00

	<b>TOTAL</b>
Club BPA	202.91
Club Dungeons & Dragons	10.76
Club FFA	-148.75
Club FFA Fundraising	672.89
<b>Total Club FFA</b>	<b>524.14</b>
Club Music	5,263.05
Concessions	3,388.81
Elementary Field Trips	36.68
General Student Body	197.20
HS Science	1,039.51
In/Out	345.33
Library	449.31
Other Student Body Income	0.00
Robotics	457.88
Secondary Social Studies	138.65
Ski/Skate/ Wahooz	11.70
SPED	144.87
Student Council	636.48
SunShine Committee	909.45
Team Accounts	
Team BBB	7,196.88
Team Cheer	1,703.24
Team FB	4,394.46
Team GBB	1,472.39
Team Track	0.00
Team VB	6,832.56
Team Wrestling	940.10
Team XC and Track	2,766.61
<b>Total Team Accounts</b>	<b>25,306.24</b>
Yearbook	8,217.87
<b>Total Student Body Balance</b>	<b>81,251.63</b>
Tournament/ All Sports	623.53
Tournament/ Dist. Basketball	0.00
Unrestricted Net Assets	-183.58
YEA	88.19
Net Income	
<b>Total Equity</b>	<b>\$107,073.32</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$105,963.09</b>



DELTAFIRESYSTEMS.COM  
(O) 208-736-0011 | (F) 208-736-6017  
2330 Eldridge Ave. | Twin Falls, ID 83301  
License #: FPSC-019 | 029280 | PWC-C-10771 | 177671

July 18, 2023

TO: *Ryan*  
*Dietrich School*  
*406 North Park Street*  
*Dietrich, Idaho 83324*

REF: Replace Dry Sprinkler System (First Floor)

Total investment for all work listed below----- \$42,728.00

Quote to complete replace dry sprinkler system on the first floor. The black pipe with galvanized pipe:

↳ Clarifications

- ↳ Work consists of the work listed above.
- ↳ Includes field labor to do the work.
- ↳ Work to be completed during afterhours on the domestic ones, because the water supply needs to shut off and the remaining backflows will be done during normal business hours.
- ↳ Local sales tax on material has been included.

↳ Exclusions:

- ↳ Any permit, inspection or peer review fees that may be required by local authorities have not been included in this quote. At your option, Delta will obtain drawing approvals, peer reviews and inspections, but any costs associated with this will be billed as a change to the contract.

I appreciate the opportunity to quote work with you. If you have any questions or concerns regarding this proposal, please feel free to contact me at the number listed below.

Sincerely,

[clark.mackay@deltafiresystems.us](mailto:clark.mackay@deltafiresystems.us)  
Office #208-736-0011  
Cell. #208-421-0330

## TERMS AND CONDITIONS

**1. SERVICE OF THE FIRE PROTECTION EQUIPMENT:** The Customer agrees to purchase, and Company agrees to provide in accordance with these terms and conditions services for the purpose of inspecting and testing Customer's fire protection systems & components in accordance with the terms and condition of this agreement. The Company will be permitted, at all reasonable times, to enter the Property indicated above to conduct the inspection and testing as outlined in this Agreement. The Company will be permitted to gather information, data on the Customer's systems (outlined in this agreement) and retain that information, data for use as the Company deems necessary. The Company may or may not use software to collect, view and or store collected information, data in any format necessary to use as needed.

**2. TERMS AND RENEWAL OF AGREEMENT:** Customer agrees and acknowledges that this Agreement shall commence on the Effective Date or from the date of acceptance by Company whichever occurs later unless terminated as provided herein and continue for the term indicated by customer in Section III: TERM (the initial term). At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then current term.

**3. PRICE AND PAYMENT:** The charge for the work agreed to be performed herein shall include all labor, as described in paragraph 4.A, per diem and travel. Customer agrees to pay company for the Term(s) of this Agreement, Company's applicable charges for testing and inspection services and for service calls as set forth under this Agreement. With approved credit, all invoices are due and payable in full according to the stated terms, net 30 days and interest at a rate of (1 ½%) on all unpaid invoices (30) days past due. If payment for work provided in this agreement is not paid when due, Customer agrees to pay all costs of collection including attorneys' fees. Charges for inspection services or rates for basic or emergency service in any subsequent year of this agreement shall not exceed 115% of the prior year.

**4. INSPECTIONS AND SERVICE:** For the agreed upon amount, as shown on the attached Proposal, during the term(s) of this Agreement, Company agrees to provide inspection, certification, service, and parts as follows:

**A.** Periodic inspections of the fire protection systems described herein means to inspect, test, and adjust the systems to assure components thereof are operating within the manufacturer's acceptable standards. Customer will be notified, in writing, of any components found not to be within accepted operating standards. Inspections are not intended to and will not address the adequacy of the system design or installation of systems not installed by Company. Company performs inspections of the listed systems/components within the scope of work detailed herein that are accessible and not in concealed spaces visually and from the floor of the facility, and only for the conditions listed in this report or as otherwise required by NFPA. Components will be repaired or replaced only upon written authorization of the Customer and invoiced at the service rates (s) set forth under the Clarifications of the Proposal. The frequency of each inspection shall be identified within the Proposal, beginning with the first inspection.

**B.** Any additional work, material, or services outside the scope of this Agreement, which is requested by the Customer and furnished by the Company, may be provided by the Company at its sole discretion. Further, such additional work, material or services shall be delivered under the terms of this Agreement, and by execution hereof. Customer acknowledges that this Section V shall be incorporated into and become a part of any order for such additional work, equipment, or services.

**C.** If in the sole determination of the Company, and at any time prior to or during the term of this Agreement, the equipment, or any portion of it cannot be adequately inspected, repaired or adjusted on-site to bring it to an acceptable condition, Company shall have the right, at its discretion, to cancel this Agreement. If alternatively, and in the sole determination of the Company, portions of the system cannot be brought up to acceptable level of operation through service and maintenance, in lieu of canceling the Agreement, Company may reduce the scope of the work and the inspection and maintenance charge shall be adjusted accordingly.

**D.** Repair(s), diagnosis, addition(s) change(s), relocation(s) or emergency services are not included within the inspection amount quoted. These services will not be provided without the authorization of the Customer and will be invoiced at the company's then current hourly rate for services, including travel charges and per-diem. Service calls during normal working hours will be invoiced based upon cost portal to portal and a (2) hour minimum. After hours service calls will be based upon portal to portal and a (3) hour minimum. Customer also agreed to pay Company an overtime rate of (1 ½) times the hourly rate for service(s) required at other than normal working hours for the Company except for Sundays and Holidays which will be at an overtime rate of (2) times the hourly rate of service. Normal working hours for the Company are, 8:00 AM – 5:00 PM, Monday through Friday, excluding holidays. Service parts and applicable material will be charged out in accordance with Company's current established pricing, not to exceed the Manufacturer's current published list price.

**5. LIMITATION OF LIABILITY:** CUSTOMER ACKNOWLEDGES THAT COMPANY IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE PAYMENTS MADE TO COMPANY BY CUSTOMER ON THIS PROJECT ARE BASED UPON THE VALUE OF THE SYSTEM AND/OR SERVICES PROVIDED AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY OR BUSINESS OR ANY POTENTIAL LIABILITY OF DAMAGE TO CUSTOMER ARISING OUT OF THE WORK PERFORMED BY COMPANY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO THE CUSTOMER AND TO COMPANY RESULTING FROM THE WORK PERFORMED BY COMPANY, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CUSTOMER, AS WELL AS THE CUSTOMER'S ASSIGNS, AGENTS, AND REPRESENTATIVES, AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, TO A MAXIMUM OF \$10,000 OR THE AMOUNT OF THE CONTRACT/PRICE OF WORK BEING PERFORMED, WHICHEVER IS LESS, AND CUSTOMER DOES HEREBY RELEASE COMPANY FROM ANY CLAIMS IN EXCESS OF SAID LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGMENTS, CLAIMS, LIABILITY, COSTS, CLAIM EXPENSES, AND ALL OTHER DAMAGES OR LOSSES OF ANY NATURE, INCLUDING ATTORNEYS' FEES (COLLECTIVELY "DAMAGES") SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY OR THROUGH CUSTOMER. THIS LIMITATION OF LIABILITY SHALL APPLY, 1.) REGARDLESS OF THE AMOUNT OF ANY DAMAGES SUSTAINED, IF ANY, AS A RESULT OF THIS WORK; AND 2.) EVEN IF THE DAMAGES ARE ACTUALLY CAUSED OR ALLEGED TO

BE CAUSED BY THE NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF A STATUTE, ORDINANCE, REGULATION, STANDARD OR RULE, DEFECTIVE PRODUCTS, OR OTHER FAULT OF COMPANY OR COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS, OR REPRESENTATIVES. SHOULD CUSTOMER DESIRE A DIFFERENT LIMITATION OF LIABILITY, SUCH IS AVAILABLE AS AN ADDITIONAL SERVICE AT AN ADDITIONAL COST. CUSTOMER AGREES TO REQUIRE IT INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.

#### **6. WARRANTIES:**

**A.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES OR REPRESENTATIONS WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.

**B.** COMPANY DOES WARRANT THAT SERVICE UNDER THIS AGREEMENT WILL BE COMPETENT AND THAT PARTS INSTALLED ON THE SYSTEM IN CONNECTION WITH SERVICE PROVIDED UNDER THIS AGREEMENT WILL MEET MANUFACTURER'S SPECIFICATIONS AT THE TIME THEY ARE INSTALLED. FAILURES TO PERFORM CONSISTENTLY WITH THIS WARRANTY WILL BE REMEDIED SOLELY BY THE COMPANY DURING THE TERM OF THIS AGREEMENT, BY CORRECTLY REPERFORMING NONCOMPLYING SERVICE(S) OR REPAIRING OR REPLACING DEFECTIVE MATERIALS PROVIDED BY THE COMPANY, UPON WRITTEN NOTICE TO THE COMPANY BY THE CUSTOMER DURING THE TERM(S) OF THIS AGREEMENT.

**C.** THE COMPANY DOES NOT KNOW AND DOES NOT REPRESENT THAT THE CURRENT FIRE PROTECTION SYSTEM ON THE PROPERTY OF CUSTOMER WAS ORIGINALLY DESIGNED AND INSTALLED IN SUCH A WAY THAT THE SYSTEM WILL PERFORM AS ORIGINALLY INTENDED OR IS SUITABLE AND SUFFICIENT FOR ITS INTENDED PURPOSE GIVEN THE WAY IN WHICH THE PROPERTY HAS BEEN OR WILL BE USED, RECONFIGURED OR MAINTAINED. THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (i) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (ii) IS FREE OF ALL DEFECTS AND DEFICIENCIES, AND (iii) IS IN COMPLIANCE WITH ALL APPLICABLE CODES. CUSTOMER AGREES THAT IT HAS NOT RETAINED COMPANY TO MAKE THESE ASSESSMENTS AS PART OF THIS AGREEMENT. ANY SUCH ASSESSMENT MUST BE BY A SEPARATE AGREEMENT SUBJECT TO THESE TERMS AND CONDITIONS. COMPANY FURTHER DOES NOT REPRESENT, GUARANTEE OR WARRANT THAT ANY EQUIPMENT REFERRED TO IN THIS AGREEMENT OR ANY SERVICE OR INSPECTION PROVIDED BY IT UNDER THIS AGREEMENT WILL RESULT IN A SYSTEM WHICH WILL OPERATE AS DESIGNED, OR IS SUITABLE FOR ANY PARTICULAR PURPOSE, OR WILL PREVENT ANY LOSS BY BURGLARY, FIRE OR OTHERWISE, OR WILL IN ALL CASES OR ANY PARTICULAR CASE AVERT OR PREVENT RISKS, LOSSES, OR OTHER OCCURENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE EQUIPMENT OR SERVICES WERE OR ARE DESIGNED TO PERFORM, DETECT OR AVERT.

**7. REDUCED PRESSURE BACKFLOW PREVENTER:** BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT REDUCED PRESSURE BACKFLOW PREVENTERS (RPBP), ARE DESIGNED TO DISCHARGE WHEN CHECK VALVES ARE FOULED OR DUE TO WATER PRESSURE FLUCTUATIONS FROM CITY WATER SUPPLIES. ANY MAINTENANCE, REPAIR OR INSPECTION ON A FIRE SPRINKLER SYSTEM COULD RESULT IN WATER FLOW THROUGH THE RPBP AND POSSIBLE DISCHARGE. BY SIGNING BELOW, CUSTOMER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY FROM ANY CLAIM OR LIABILITY FOR ANY DAMAGES INCURRED BY THIS DISCHARGE OR LACK OF PROPER RPBP DRAIN PIPING AND OR RPBP DRAIN EQUIPMENT OR FAILURE OF THIS PIPING OR EQUIPMENT UNLESS COMPANY WAS SPECIFICALLY CONTRACTED TO DESIGN AND/OR INSTALL THIS EQUIPMENT.

**8. RESPONSIBILITIES OF CUSTOMER:** The Customer agrees to:

**A.** Promptly notify Company of any known or suspected trouble or malfunction in the equipment, request a hazard evaluation if there are changes in occupancy, use, processes, or materials, and promptly approve correction of impairments and critical deficiencies found during any inspection. All replaced parts become the property of the Company.

**B.** Maintain the system per original installers instructions and manufacturer' specifications.

**C.** Authorize Company, its agents, and employees, for purposes of this Agreement, to enter upon the premises of Customer, to repair or inspect the equipment and to make any changes or alteration to the equipment, as authorized by Customer. Customer also agrees to provide Company with ready accessibility to all components of systems requiring inspection and testing and appropriate working space, including adequate light, electricity, cellular signal or telephone access, adequate space and access for ladders or lifts as required for Company's use in providing service(s) under this Agreement. In addition, Customer agrees to provide one individual to monitor the control panel during testing and certification.

**D.** Designate suitable representative(s) satisfactory to the Company as exclusive contact(s) between Company and the Customer, who shall have authority to make decisions on behalf of Customer concerning service of the equipment by Company.

**E.** Neither authorize nor permit maintenance, repairs, or modifications of any kind to be made to the equipment, except by the Company or as specified and approved in advance by the Company.

**F.** Assume complete responsibility for the maintenance and repair of the system except as is set forth in this agreement.

**9. INDEMNIFICATION.** COMPANY AND CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD ONE ANOTHER HARMLESS FROM ANY EXPENSE, LIABILITY, LOSS, CLAIM OR DAMAGE, FOR PERSONAL INJURIES AND DEATH OR PROPERTY DAMAGE ASSERTED BY ANY THIRD PARTY, CAUSED BY THE ALLEGED NEGLIGENCE OF ITSELF, ITS AGENTS, EMPLOYEES, OR ANY OTHER INDIVIDUAL OR ENTITY AFFILIATED WITH IT, AND RESULTING FROM THE SERVICES PROVIDED HEREIN, OR OVERALL FUNCTIONALITY OF THE SYSTEM IDENTIFIED IN THIS AGREEMENT.

**10. ADDITIONAL COMPANY RESPONSIBILITY.**

**A.** Company will provide service calls and emergency service, upon request of the Customer, subject to any delay which may be occasioned by strike, riot, acts of God or any other circumstances beyond the control of the Company as soon as it is reasonably practical to do so. Company will make reasonable efforts to attend promptly to the emergency needs of the Customer, but it can make no guaranty of response time by the company or what may be required to properly service the equipment.

**B.** In the event a malfunction of a type covered by this Agreement has not been remedied before this Agreement has terminated for whatever reason, any service requested by the Customer thereafter may be provided by the Company in its sole discretion and at the Company's then-current rates for services, including travel charges, per diem and materials.

**C.** Company will provide necessary test equipment required to perform service(s) under this Agreement.

**D.** If replacement parts are necessary under this Agreement, Company may provide new and /or used replacements.

**11. NO CONFLICT WITH OTHER CUSTOMER AGREEMENTS.** Customer warrants that the negotiation, execution, and implementation of this Agreement will not conflict with any other agreement of which the Customer is aware with any other person or firm. Customer agrees to defend, indemnify, and hold harmless the Company from claims of any sort by any person or firm alleging that this Agreement violates, interferes with, or infringes upon any other Agreement in any way.

**12. LICENSES, TAXES, PERMITS AND FALSE ALARMS.** Customer shall identify any rules, regulations, standards, or codes with which the equipment must comply, and shall obtain and pay for any necessary licenses or other certificates of compliance for same. Customer is solely responsible for any fees, taxes (including sales taxes), false alarm fines, and any other governmental assessments related to the equipment or system operation and shall reimburse and indemnify the Company for any such expenses incurred by the Company. Customer and Company are each responsible for obtaining any necessary licenses or permits needed to perform their respective obligations under this Agreement.

**13. ASSIGNMENTS AND DELEGATIONS.** Neither the Company nor the Customer may assign this Agreement to any other person, firm or corporation without notice to or approval by the other, but Company may subcontract any activities that it may perform under this Agreement.

**14. ENGINEERING CHANGES.** Occasionally, manufacturers may issue non-warranty engineering changes to equipment necessary to assure proper operation of system components. If, in the opinion of the Company and Customer, installation of such engineering changes requires service(s) or material(s) in excess of those incidental to a normal preventive maintenance inspection, such excess shall be paid for by the Customer at Company's applicable charges for on-call and emergency services as set forth under this Agreement provided that company will remain responsible for performance of its obligations under this agreement. Failure by the Customer to have factory recommended engineering changes installed on the system will relieve the Company from further performance under this Agreement but will not relieve the Customer of its obligations hereunder. No other engineering changes or system modification are covered by this Agreement except as may be otherwise specifically provided herein.

**15. INVALID PROVISIONS.** If any of the parts of this Agreement shall be determined by a court of competent jurisdiction to be invalid or inoperative, all the remaining parts shall remain in full force and effect.

**16. ENTIRE AGREEMENT.** This writing is intended by the parties as the final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties; there are no prior writings, verbal negotiations, understandings, representations or agreements not expressed in this Agreement, and the parties rely only upon the contents of this Agreement in executing it, and have not relied on any other representations, oral or otherwise, made by the parties, their agents or employees. Only a writing signed by each of the parties, or their duly authorized agents may modify this Agreement. No waiver of breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. This agreement shall bind and benefit the heirs, successors and assigns for the respective parties. A written Service Agreement Proposal is provided for clarification purposes and is hereby made a part of this contract.

**17. RECEIPT AND REVIEW OF AGREEMENT.** The Customer specifically acknowledges that it has received a copy of these Terms and Conditions in its entirety, represents that it has authority to enter into this Agreement, and has read the same, understood it and agreed to its contents before signing it. Further the person executing these Terms and Conditions has the full authority of the Customer to bind the Customer, to the fullest extent provided by law, to these Terms and Conditions.

**Other inclusions, exclusions, or attachments:**

**\*General Exclusions:** Painting, patching, underground and/or trenching, after hour, weekend and holiday labor rates, fire watch, prevailing wage/certified payroll, abatement including but not limited to asbestos and lead, water containment/disposal, conduit, and wire, permit fees, scissor lifts, dampers, ground faults.

**\*Monitoring:** One time reprogram fee as specified on Scope of Work (not included in annual pricing above – a separate one-time invoice) to reprogram Fire Alarm Control Panel (FACP) to our central station for monitoring and to ensure all zones are reporting correctly. Prior to reprogramming FACP requires two (2) dedicated active phone lines dropped at the panel at time of reprogram. **If applicable, lock out codes will need to be provided by previous provider or panel reset to factory standard conditions in order to program FACP. If for any reason we are unable to program due to these conditions, all time including travel time will be billable at Company current Time & Material Rates.**

**MONITORING ACKNOWLEDGEMENT CUSTOMER INITIAL \_\_\_\_\_**

**\* Pricing:** The pricing set forth in this Agreement is based on the number of devices set forth in Section II: Scope of Work. If for any reason the actual number of devices is higher than the number set forth in Section II: Scope of Work, the price will be adjusted accordingly.

**\*Coverage:** Proposal above is for Test & Inspect only of above systems. All repairs, parts, and services outside of above testing & inspecting scope of work is billable at Company current Time & Material Rates.

**\*Access:** During inspection, inspectors must have access to control valves, and alarm information, buried and/or non-accessible FDC check valves will be listed on the report and a recommendation for relocation under a separate contract. Inspectors must have access to all suites, apartments, units, etc. Customer responsible for notifying tenants of inspection and for gaining access into each and every unit/apartment on scheduled inspection date(s). **If multiple inspections are required due to "no access" customer will be responsible for hourly rates of inspectors at Company current Time & Material Rates.**

**ACCESS ACKNOWLEDGEMENT CUSTOMER INITIAL \_\_\_\_\_**

**\*On Site Inspection Repairs:** Customer authorizes Company to perform repairs or component replacements, found to be necessary during the course of inspection, the amount of \$500.00 or less, ONLY IF TECHNICIAN HAS THOSE PARTS READILY AVAILABLE ON HIS TRUCK. Any necessary repairs for an amount exceeding \$500.00 will be first submitted in writing for written approval. Any repairs performed while on site during inspection will be billed on a "Time & Material" basis and subject to the terms of this Agreement. Hourly rates are provided in ½ hour increments. All labor rates are subject to change with a thirty (30) day written notice to the Customer.

**ON SITE REPAIRS ACKNOWLEDGEMENT CUSTOMER INITIAL \_\_\_\_\_**

**\*Cancellation/Reschedule Notice:** Should the customer cancel or reschedule all or any portion of the inspection/scope without giving three business days' notice to the Company, we will assess a scheduling impact fee. The fee shall be equal to 4 hours of our current set Time and Material rate.

**\*COVID-19:** "Due to the existing pandemic involving COVID-19 and the constantly evolving situation, which includes shut downs of definite and indefinite durations by the federal, state, and local governments, quarantines, business shut downs, transportation interruptions, disruptions in the supply chain of certain materials, supplies, or equipment, disruptions to public services, temporary suspensions of work on site, or the unavailability or reduced availability of manpower, the parties agree that if Subcontractor is hindered, prevented or delayed at any time in the commencement or progress of the work for a cause arising from or related to COVID-19, including but not limited to any of the examples above, Subcontractor shall be entitled to an extension of the Contract time. Furthermore, Subcontractor shall be entitled to additional compensation for increased costs associated with the high demand for specified materials, for increased costs associated with any proposed substitute approved by Contractor or Owner, or any other similar cost increase outside the control of Subcontractor."

**Quote is valid for 10 Days (\$42,728.00)**

Approved By \_\_\_\_\_ Date \_\_\_\_\_  
Owner/Representative





Corporate Office:  
 504 North Phillippi 83706  
 Boise, Idaho 83705  
 Idaho Contractor #RCE-1964  
 Phone (208) 377-9755  
 Toll Free (800) 660-9755  
 FAX (208) 378-8075

Oregon Office:  
 4107 SE International Way, Ste. 703  
 Milwaukie, Oregon 97222  
 Oregon CBC# 0106370  
 Phone (503) 650-8482  
 Toll Free (800) 660-9755  
 FAX (503) 722-0185

Proposal Submitted to:	Work to Be Performed at:
Dietrich School District #314	Dietrich Schools 406 N Park St. Dietrich, ID. 83324 Date: 7/31/2023
Attn: Ryan Dilworth	

We propose to furnish and install Automated Logic Corporation ATC Software & hardware for the Dietrich School District #314 (Central Plant WebCTRL & Router Upgrade) as specified. Project to be furnished as follows:

**Control Modules & Terminations for:**

- 1 - WebCTRL Software (WC-S)
- 1 - Outdoor Air Conditions
- 1 - BACnet Router (G5CE)

**Peripheral Hardware and Labor Included in Proposal:**

- Provide and install Automated Logic WebCTRL v8.0 software supporting 200 points.
- Provide and install BACnet Router w/enclosure and 24v transformer.
- Provide and setup Dietrich SD #314 outside access to existing central plant DDC system.
- Provide all ALC programming, graphics, and download/commissioning.
- Re-commission existing central plant to ensure system is functioning properly.
- Map all new points to Dietrich SD #314 Automated Logic front-end server. (Server provided and installed by district)
- Provide updated As-Built/O&M control drawings.
- Provide customer training and a 1-year warranty following substantial completion.
- Provide and install Operator Workstation/Server with keyboard and mouse. (Line Item)

**Following Items Are Specifically Excluded from this Proposal:**

1. Provide or install fire/smoke/control dampers or detectors.
2. Repair or replacement of non-operational equipment or devices, unless listed above.
3. Provide or install dampers/louvers or VFD's.
4. Installation of any equipment manufacture's field mounted controls or devices unless listed above.
5. Installation/removal of any valves, thermal wells, wet flow switches, or pressure transducers.
6. Provide or install high voltage conduit or wiring.
7. IP and ethernet drops provided by others. (IT support may be required)

<b>Control Price:</b>	<b>\$17,575.00</b>
(Seventeen Thousand Five Hundred Seventy-Five Dollars and no cents)	

<b>Operator Workstation / Server (LINE ITEM) Price:</b>	<b>\$2,442.00</b>
(Two Thousand Four Hundred Forty-Two Dollars and no cents)	

**Terms and Conditions of This Proposal:**

**This Proposal does not constitute a commitment to execute a contract, except under the following Terms and Conditions.**

- Proposal is subject to approval by Clima-Tech Corporation of the credit worthiness of the Owner or Contractor with whom a contract is to be executed.
- Contract shall be consistent with all supplementary general conditions as described in the specifications.
- Contract for Work to be performed by Clima-Tech Corporation shall be on AIA form A401-1997, "Standard Form of Agreement between Contractor and Subcontractor". If alternate contract documents are required by the Contractor, Clima-Tech may require a surcharge up to 15% to compensate for additional actual costs or risk.
- Proposal is good for 90-days from proposed date.



DELTAFIRESYSTEMS.COM  
(O) 208-736-0011 | (F) 208-736-6017  
2330 Eldridge Ave. | Twin Falls, ID 83301  
License #: FPSC-019 | 029280 | PWC-C-10771 | 177671

[rvand@sd314.k12.id.us](mailto:rvand@sd314.k12.id.us)

406 North Park Street  
Dietrich, Idaho 83324

**REF: Replace Dry Fire Sprinkler System Air Compressor**

**Total of Fire Sprinkler Repairs List Below----- \$2,998.00**

**The work consists of the replacement of the dry fire sprinkler system air compressor.**

**Clarifications**

- ↳ All the material required to do the work listed above.
- ↳ Includes field labor to do the work.
- ↳ Work to be completed during a normal eight-hour business day (between 7:00 am & 5:00 pm).
- ↳ Local sales tax on material has been included.

**Exclusions:**

- ↳ Any permit, inspection or peer review fees that may be required by local authorities have not been included in this quote. At your option, Delta will obtain drawing approvals, peer reviews and inspections, but any costs associated with this will be billed as a change to the contract.

I appreciate the opportunity to quote work with you. If you have any questions or concerns regarding this proposal, please feel free to contact me at the number listed below.

Sincerely,

[clark.mackay@deltafiresystems.us](mailto:clark.mackay@deltafiresystems.us)  
Office #208-736-0011  
Cell. #208-421-0330

## TERMS AND CONDITIONS

**1. SERVICE OF THE FIRE PROTECTION EQUIPMENT:** The Customer agrees to purchase, and Company agrees to provide in accordance with these terms and conditions services for the purpose of inspecting and testing Customer's fire protection systems & components in accordance with the terms and condition of this agreement. The Company will be permitted, at all reasonable times, to enter the Property indicated above to conduct the inspection and testing as outlined in this Agreement. The Company will be permitted to gather information, data on the Customer's systems (outlined in this agreement) and retain that information, data for use as the Company deems necessary. The Company may or may not use software to collect, view and or store collected information, data in any format necessary to use as needed.

**2. TERMS AND RENEWAL OF AGREEMENT:** Customer agrees and acknowledges that this Agreement shall commence on the Effective Date or from the date of acceptance by Company whichever occurs later unless terminated as provided herein and continue for the term indicated by customer in Section III: TERM (the initial term). At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then current term.

**3. PRICE AND PAYMENT:** The charge for the work agreed to be performed herein shall include all labor, as described in paragraph 4.A, per diem and travel. Customer agrees to pay company for the Term(s) of this Agreement, Company's applicable charges for testing and inspection services and for service calls as set forth under this Agreement. With approved credit, all invoices are due and payable in full according to the stated terms, net 30 days and interest at a rate of (1 ½%) on all unpaid invoices (30) days past due. If payment for work provided in this agreement is not paid when due, Customer agrees to pay all costs of collection including attorneys' fees. Charges for inspection services or rates for basic or emergency service in any subsequent year of this agreement shall not exceed 115% of the prior year.

**4. INSPECTIONS AND SERVICE:** For the agreed upon amount, as shown on the attached Proposal, during the term(s) of this Agreement, Company agrees to provide inspection, certification, service, and parts as follows:

**A.** Periodic inspections of the fire protection systems described herein means to inspect, test, and adjust the systems to assure components thereof are operating within the manufacturer's acceptable standards. Customer will be notified, in writing, of any components found not to be within accepted operating standards. Inspections are not intended to and will not address the adequacy of the system design or installation of systems not installed by Company. Company performs inspections of the listed systems/components within the scope of work detailed herein that are accessible and not in concealed spaces visually and from the floor of the facility, and only for the conditions listed in this report or as otherwise required by NFPA. Components will be repaired or replaced only upon written authorization of the Customer and invoiced at the service rates (s) set forth under the Clarifications of the Proposal. The frequency of each inspection shall be identified within the Proposal, beginning with the first inspection.

**B.** Any additional work, material, or services outside the scope of this Agreement, which is requested by the Customer and furnished by the Company, may be provided by the Company at its sole discretion. Further, such additional work, material or services shall be delivered under the terms of this Agreement, and by execution hereof. Customer acknowledges that this Section V shall be incorporated into and become a part of any order for such additional work, equipment, or services.

**C.** If in the sole determination of the Company, and at any time prior to or during the term of this Agreement, the equipment, or any portion of it cannot be adequately inspected, repaired or adjusted on-site to bring it to an acceptable condition, Company shall have the right, at its discretion, to cancel this Agreement. If alternatively, and in the sole determination of the Company, portions of the system cannot be brought up to acceptable level of operation through service and maintenance, in lieu of canceling the Agreement, Company may reduce the scope of the work and the inspection and maintenance charge shall be adjusted accordingly.

**D.** Repair(s), diagnosis, addition(s) change(s), relocation(s) or emergency services are not included within the inspection amount quoted. These services will not be provided without the authorization of the Customer and will be invoiced at the company's then current hourly rate for services, including travel charges and per-diem. Service calls during normal working hours will be invoiced based upon cost portal to portal and a (2) hour minimum. After hours service calls will be based upon portal to portal and a (3) hour minimum. Customer also agreed to pay Company an overtime rate of (1 ½) times the hourly rate for service(s) required at other than normal working hours for the Company except for Sundays and Holidays which will be at an overtime rate of (2) times the hourly rate of service. Normal working hours for the Company are, 8:00 AM – 5:00 PM, Monday through Friday, excluding holidays. Service parts and applicable material will be charged out in accordance with Company's current established pricing, not to exceed the Manufacturer's current published list price.

**5. LIMITATION OF LIABILITY:** CUSTOMER ACKNOWLEDGES THAT COMPANY IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE PAYMENTS MADE TO COMPANY BY CUSTOMER ON THIS PROJECT ARE BASED UPON THE VALUE OF THE SYSTEM AND/OR SERVICES PROVIDED AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY OR BUSINESS OR ANY POTENTIAL LIABILITY OF DAMAGE TO CUSTOMER ARISING OUT OF THE WORK PERFORMED BY COMPANY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO THE CUSTOMER AND TO COMPANY RESULTING FROM THE WORK PERFORMED BY COMPANY, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CUSTOMER, AS WELL AS THE CUSTOMER'S ASSIGNS, AGENTS, AND REPRESENTATIVES, AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, TO A MAXIMUM OF \$10,000 OR THE AMOUNT OF THE CONTRACT/PRICE OF WORK BEING PERFORMED, WHICHEVER IS LESS, AND CUSTOMER DOES HEREBY RELEASE COMPANY FROM ANY CLAIMS IN EXCESS OF SAID LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGMENTS, CLAIMS, LIABILITY, COSTS, CLAIM EXPENSES, AND ALL OTHER DAMAGES OR LOSSES OF ANY NATURE, INCLUDING ATTORNEYS' FEES (COLLECTIVELY "DAMAGES") SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY OR THROUGH CUSTOMER. THIS LIMITATION OF LIABILITY SHALL APPLY, 1.) REGARDLESS OF THE AMOUNT OF ANY DAMAGES SUSTAINED, IF ANY, AS A RESULT OF THIS WORK; AND 2.) EVEN IF THE DAMAGES ARE ACTUALLY CAUSED OR ALLEGED TO

BE CAUSED BY THE NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF A STATUTE, ORDINANCE, REGULATION, STANDARD OR RULE, DEFECTIVE PRODUCTS, OR OTHER FAULT OF COMPANY OR COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS, OR REPRESENTATIVES. SHOULD CUSTOMER DESIRE A DIFFERENT LIMITATION OF LIABILITY, SUCH IS AVAILABLE AS AN ADDITIONAL SERVICE AT AN ADDITIONAL COST. CUSTOMER AGREES TO REQUIRE IT INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.

## **6. WARRANTIES:**

**A.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES OR REPRESENTATIONS WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.

**B.** COMPANY DOES WARRANT THAT SERVICE UNDER THIS AGREEMENT WILL BE COMPETENT AND THAT PARTS INSTALLED ON THE SYSTEM IN CONNECTION WITH SERVICE PROVIDED UNDER THIS AGREEMENT WILL MEET MANUFACTURER'S SPECIFICATIONS AT THE TIME THEY ARE INSTALLED. FAILURES TO PERFORM CONSISTENTLY WITH THIS WARRANTY WILL BE REMEDIED SOLELY BY THE COMPANY DURING THE TERM OF THIS AGREEMENT, BY CORRECTLY REPERFORMING NONCOMPLYING SERVICE(S) OR REPAIRING OR REPLACING DEFECTIVE MATERIALS PROVIDED BY THE COMPANY, UPON WRITTEN NOTICE TO THE COMPANY BY THE CUSTOMER DURING THE TERM(S) OF THIS AGREEMENT.

**C.** THE COMPANY DOES NOT KNOW AND DOES NOT REPRESENT THAT THE CURRENT FIRE PROTECTION SYSTEM ON THE PROPERTY OF CUSTOMER WAS ORIGINALLY DESIGNED AND INSTALLED IN SUCH A WAY THAT THE SYSTEM WILL PERFORM AS ORIGINALLY INTENDED OR IS SUITABLE AND SUFFICIENT FOR ITS INTENDED PURPOSE GIVEN THE WAY IN WHICH THE PROPERTY HAS BEEN OR WILL BE USED, RECONFIGURED OR MAINTAINED. THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (i) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (ii) IS FREE OF ALL DEFECTS AND DEFICIENCIES, AND (iii) IS IN COMPLIANCE WITH ALL APPLICABLE CODES. CUSTOMER AGREES THAT IT HAS NOT RETAINED COMPANY TO MAKE THESE ASSESSMENTS AS PART OF THIS AGREEMENT. ANY SUCH ASSESSMENT MUST BE BY A SEPARATE AGREEMENT SUBJECT TO THESE TERMS AND CONDITIONS. COMPANY FURTHER DOES NOT REPRESENT, GUARANTEE OR WARRANT THAT ANY EQUIPMENT REFERRED TO IN THIS AGREEMENT OR ANY SERVICE OR INSPECTION PROVIDED BY IT UNDER THIS AGREEMENT WILL RESULT IN A SYSTEM WHICH WILL OPERATE AS DESIGNED, OR IS SUITABLE FOR ANY PARTICULAR PURPOSE, OR WILL PREVENT ANY LOSS BY BURGLARY, FIRE OR OTHERWISE, OR WILL IN ALL CASES OR ANY PARTICULAR CASE AVERT OR PREVENT RISKS, LOSSES, OR OTHER OCCURENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE EQUIPMENT OR SERVICES WERE OR ARE DESIGNED TO PERFORM, DETECT OR AVERT.

**7. REDUCED PRESSURE BACKFLOW PREVENTER:** BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT REDUCED PRESSURE BACKFLOW PREVENTERS (RPBP), ARE DESIGNED TO DISCHARGE WHEN CHECK VALVES ARE FOULED OR DUE TO WATER PRESSURE FLUCTUATIONS FROM CITY WATER SUPPLIES. ANY MAINTENANCE, REPAIR OR INSPECTION ON A FIRE SPRINKLER SYSTEM COULD RESULT IN WATER FLOW THROUGH THE RPBP AND POSSIBLE DISCHARGE. BY SIGNING BELOW, CUSTOMER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY FROM ANY CLAIM OR LIABILITY FOR ANY DAMAGES INCURRED BY THIS DISCHARGE OR LACK OF PROPER RPBP DRAIN PIPING AND OR RPBP DRAIN EQUIPMENT OR FAILURE OF THIS PIPING OR EQUIPMENT UNLESS COMPANY WAS SPECIFICALLY CONTRACTED TO DESIGN AND/OR INSTALL THIS EQUIPMENT.

**8. RESPONSIBILITIES OF CUSTOMER:** The Customer agrees to:

**A.** Promptly notify Company of any known or suspected trouble or malfunction in the equipment, request a hazard evaluation if there are changes in occupancy, use, processes, or materials, and promptly approve correction of impairments and critical deficiencies found during any inspection. All replaced parts become the property of the Company.

**B.** Maintain the system per original installers instructions and manufacturer' specifications.

**C.** Authorize Company, its agents, and employees, for purposes of this Agreement, to enter upon the premises of Customer, to repair or inspect the equipment and to make any changes or alteration to the equipment, as authorized by Customer. Customer also agrees to provide Company with ready accessibility to all components of systems requiring inspection and testing and appropriate working space, including adequate light, electricity, cellular signal or telephone access, adequate space and access for ladders or lifts as required for Company's use in providing service(s) under this Agreement. In addition, Customer agrees to provide one individual to monitor the control panel during testing and certification.

**D.** Designate suitable representative(s) satisfactory to the Company as exclusive contact(s) between Company and the Customer, who shall have authority to make decisions on behalf of Customer concerning service of the equipment by Company.

**E.** Neither authorize nor permit maintenance, repairs, or modifications of any kind to be made to the equipment, except by the Company or as specified and approved in advance by the Company.

**F.** Assume complete responsibility for the maintenance and repair of the system except as is set forth in this agreement.

**9. INDEMNIFICATION.** COMPANY AND CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD ONE ANOTHER HARMLESS FROM ANY EXPENSE, LIABILITY, LOSS, CLAIM OR DAMAGE, FOR PERSONAL INJURIES AND DEATH OR PROPERTY DAMAGE ASSERTED BY ANY THIRD PARTY, CAUSED BY THE ALLEGED NEGLIGENCE OF ITSELF, ITS AGENTS, EMPLOYEES, OR ANY OTHER INDIVIDUAL OR ENTITY AFFILIATED WITH IT, AND RESULTING FROM THE SERVICES PROVIDED HEREIN, OR OVERALL FUNCTIONALITY OF THE SYSTEM IDENTIFIED IN THIS AGREEMENT.

**10. ADDITIONAL COMPANY RESPONSIBILITY.**

**A.** Company will provide service calls and emergency service, upon request of the Customer, subject to any delay which may be occasioned by strike, riot, acts of God or any other circumstances beyond the control of the Company as soon as it is reasonably practical to do so. Company will make reasonable efforts to attend promptly to the emergency needs of the Customer, but it can make no guaranty of response time by the company or what may be required to properly service the equipment.

**B.** In the event a malfunction of a type covered by this Agreement has not been remedied before this Agreement has terminated for whatever reason, any service requested by the Customer thereafter may be provided by the Company in its sole discretion and at the Company's then-current rates for services, including travel charges, per diem and materials.

**C.** Company will provide necessary test equipment required to perform service(s) under this Agreement.

**D.** If replacement parts are necessary under this Agreement, Company may provide new and /or used replacements.

**11. NO CONFLICT WITH OTHER CUSTOMER AGREEMENTS.** Customer warrants that the negotiation, execution, and implementation of this Agreement will not conflict with any other agreement of which the Customer is aware with any other person or firm. Customer agrees to defend, indemnify, and hold harmless the Company from claims of any sort by any person or firm alleging that this Agreement violates, interferes with, or infringes upon any other Agreement in any way.

**12. LICENSES, TAXES, PERMITS AND FALSE ALARMS.** Customer shall identify any rules, regulations, standards, or codes with which the equipment must comply, and shall obtain and pay for any necessary licenses or other certificates of compliance for same. Customer is solely responsible for any fees, taxes (including sales taxes), false alarm fines, and any other governmental assessments related to the equipment or system operation and shall reimburse and indemnify the Company for any such expenses incurred by the Company. Customer and Company are each responsible for obtaining any necessary licenses or permits needed to perform their respective obligations under this Agreement.

**13. ASSIGNMENTS AND DELEGATIONS.** Neither the Company nor the Customer may assign this Agreement to any other person, firm or corporation without notice to or approval by the other, but Company may subcontract any activities that it may perform under this Agreement.

**14. ENGINEERING CHANGES.** Occasionally, manufacturers may issue non-warranty engineering changes to equipment necessary to assure proper operation of system components. If, in the opinion of the Company and Customer, installation of such engineering changes requires service(s) or material(s) in excess of those incidental to a normal preventive maintenance inspection, such excess shall be paid for by the Customer at Company's applicable charges for on-call and emergency services as set forth under this Agreement provided that company will remain responsible for performance of its obligations under this agreement. Failure by the Customer to have factory recommended engineering changes installed on the system will relieve the Company from further performance under this Agreement but will not relieve the Customer of its obligations hereunder. No other engineering changes or system modification are covered by this Agreement except as may be otherwise specifically provided herein.

**15. INVALID PROVISIONS.** If any of the parts of this Agreement shall be determined by a court of competent jurisdiction to be invalid or inoperative, all the remaining parts shall remain in full force and effect.

**16. ENTIRE AGREEMENT.** This writing is intended by the parties as the final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties; there are no prior writings, verbal negotiations, understandings, representations or agreements not expressed in this Agreement, and the parties rely only upon the contents of this Agreement in executing it, and have not relied on any other representations, oral or otherwise, made by the parties, their agents or employees. Only a writing signed by each of the parties, or their duly authorized agents may modify this Agreement. No waiver of breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. This agreement shall bind and benefit the heirs, successors and assigns for the respective parties. A written Service Agreement Proposal is provided for clarification purposes and is hereby made a part of this contract.

**17. RECEIPT AND REVIEW OF AGREEMENT.** The Customer specifically acknowledges that it has received a copy of these Terms and Conditions in its entirety, represents that it has authority to enter into this Agreement, and has read the same, understood it and agreed to its contents before signing it. Further the person executing these Terms and Conditions has the full authority of the Customer to bind the Customer, to the fullest extent provided by law, to these Terms and Conditions.

**Other inclusions, exclusions, or attachments:**

**\*General Exclusions:** Painting, patching, underground and/or trenching, after hour, weekend and holiday labor rates, fire watch, prevailing wage/certified payroll, abatement including but not limited to asbestos and lead, water containment/disposal, conduit, and wire, permit fees, scissor lifts, dampers, ground faults.

**\*Monitoring:** One time reprogram fee as specified on Scope of Work (not included in annual pricing above – a separate one-time invoice) to reprogram Fire Alarm Control Panel (FACP) to our central station for monitoring and to ensure all zones are reporting correctly. Prior to reprogramming FACP requires two (2) dedicated active phone lines dropped at the panel at time of reprogram. **If applicable, lock out codes will need to be provided by previous provider or panel reset to factory standard conditions in order to program FACP. If for any reason we are unable to program due to these conditions, all time including travel time will be billable at Company current Time & Material Rates.**

**MONITORING ACKNOWLEDGEMENT CUSTOMER INITIAL \_\_\_\_\_**

**\* Pricing:** The pricing set forth in this Agreement is based on the number of devices set forth in Section II: Scope of Work. If for any reason the actual number of devices is higher than the number set forth in Section II: Scope of Work, the price will be adjusted accordingly.

**\* Coverage:** Proposal above is for Test & Inspect only of above systems. All repairs, parts, and services outside of above testing & inspecting scope of work is billable at Company current Time & Material Rates.

**\* Access:** During inspection, inspectors must have access to control valves, and alarm information, buried and/or non-accessible FDC check valves will be listed on the report and a recommendation for relocation under a separate contract. Inspectors must have access to all suites, apartments, units, etc. Customer responsible for notifying tenants of inspection and for gaining access into each and every unit/apartment on scheduled inspection date(s). **If multiple inspections are required due to "no access" customer will be responsible for hourly rates of inspectors at Company current Time & Material Rates.**

**ACCESS ACKNOWLEDGEMENT CUSTOMER INITIAL \_\_\_\_\_**

**\* On Site Inspection Repairs:** Customer authorizes Company to perform repairs or component replacements, found to be necessary during the course of inspection, the amount of \$500.00 or less, **ONLY IF TECHNICIAN HAS THOSE PARTS READILY AVAILABLE ON HIS TRUCK.** Any necessary repairs for an amount exceeding \$500.00 will be first submitted in writing for written approval. Any repairs performed while on site during inspection will be billed on a "Time & Material" basis and subject to the terms of this Agreement. Hourly rates are provided in ½ hour increments. All labor rates are subject to change with a thirty (30) day written notice to the Customer.

**ON SITE REPAIRS ACKNOWLEDGEMENT CUSTOMER INITIAL \_\_\_\_\_**

**\* Cancellation/Reschedule Notice:** Should the customer cancel or reschedule all or any portion of the inspection/scope without giving three business days' notice to the Company, we will assess a scheduling impact fee. The fee shall be equal to 4 hours of our current set Time and Material rate.

**\* COVID-19:** "Due to the existing pandemic involving COVID-19 and the constantly evolving situation, which includes shut downs of definite and indefinite durations by the federal, state, and local governments, quarantines, business shut downs, transportation interruptions, disruptions in the supply chain of certain materials, supplies, or equipment, disruptions to public services, temporary suspensions of work on site, or the unavailability or reduced availability of manpower, the parties agree that if Subcontractor is hindered, prevented or delayed at any time in the commencement or progress of the work for a cause arising from or related to COVID-19, including but not limited to any of the examples above, Subcontractor shall be entitled to an extension of the Contract time. Furthermore, Subcontractor shall be entitled to additional compensation for increased costs associated with the high demand for specified materials, for increased costs associated with any proposed substitute approved by Contractor or Owner, or any other similar cost increase outside the control of Subcontractor."

**Quote is valid for 10 Days (\$2,998.00)**

Approved By \_\_\_\_\_ Date \_\_\_\_\_  
Owner/Representative

# G & G Insulation

384 ½ Locust St. S  
Twin Falls, Idaho 83301  
(208) 539-4336  
Fax (208) 375-4359  
psimper@gandginsulation.com

August 3, 2023  
Dietrich School District  
Attn: Ryan

Job: 406 N Park St, Deitrich School

Furnish and install as listed below:

R38 Net and blow fiberglass at open ceiling areas

Vent baffles over sprinkler line on lower attic side

R30 unfaced fiberglass batt over plastic fire sprinkler line on lower side of attic to ensure R value and air flow (R30 plus existing R11 batt = R41)

R19 loose-fill fiberglass in areas that insulation has fallen out

Attic rulers as needed

Total: \$12,330.00

Respectfully,

*Porter Simper*

Porter Simper

Accepted \_\_\_\_\_

As above net 30

\*Price valid for 30 days

Date \_\_\_\_\_

Idaho DPW #012228-D-4 RCE-30614

\*\*The construction industry is experiencing rapidly escalating and unpredictable prices for insulation related products as well as to transportation costs. The pricing of insulation related products is currently subject to sudden and significant changes beyond the control of contractors. Because of the difficulty in obtaining firm prices for these products from suppliers, G&G Insulation cannot provide fixed, firm prices for these products for future projects. If there is an increase in the price of insulation related products charged to G&G Insulation subsequent to making this proposal/contract, the price set forth in this proposal/contract shall be increased to reflect the additional cost to contractor upon G&G Insulation's submittal of written documentation of the increased charges.

All accounts are due and payable 30 days from date of purchase, billing to be done and paid on a monthly basis. A finance charge of 1 1/2% per month which is 18% annum will be charged on the unpaid balance of past due accounts. Title to said merchandise shall not pass to purchaser until all sums due hereunder are fully paid. Customer agrees to pay reasonable attorney's fee and other costs of collection after default and referral to an attorney. Scheduling of and/or allowance of installation constitutes acceptance of proposal and payment terms.



# DIETRICH SCHOOL DISTRICT STAFF HANDBOOK

2023-2024





# 2023-2024 Dietrich School District Calendar



**July 2023**

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**August 2023**

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	22	23	24	25	26	
27	28	29	30	31		

**September 2023**

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**October 2023**

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**November 2023**

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

**December 2023**

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**July**

4	Independence day
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**August**

8	New Student/7-12 Class Registration
14-16	Teacher In-Service
17	All Staff In-Service
17	Open House 1-4
21	First Day of School

**September**

4	Labor Day No School
16	Teacher Inservice

**October**

19	1st Quarter Ends
20	Teacher Work Day
26	Parent Teacher Conference

**November**

5	Daylight Savings
10	Teacher Inservice
11	Veterans Day
22-23	Thanksgiving Break

**December**

19	End of 1st Semester
20	Teacher Work Day
20-31	Winter Break

**January 2024**

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**February 2024**

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

**March 2024**

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

**April 2024**

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

**May 2024**

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**June 2024**

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

**January**

1	New Year's Day No School
2	2nd Semester Begins
19	All Staff In-Service Days

**February**

9	Teacher In-Service
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**March**

7	3rd Quarter Ends
8	Teacher Work Day
10	Daylight Saving
14	Parent Teacher Conference
25-28	Spring Break

**April**

6	Teacher In-Service
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**May**

20	DHS Graduation
22	Last Day of School
23	Teacher Work Day
27	Memorial Day

**June**

145	= Total Student days
158	= Teacher Days

## Secondary Bell Schedule 2022-2023

**First Bell 8:03**

**1st Hour 8:05-9:01**

**Breakfast 9:01-9:10**

**Advisory 9:10-9:29**

**2nd Hour 9:31-10:27**

**3rd Hour 10:29-11:25**

**4th Hour 11:27-12:23**

**Lunch 12:23-12:51**

**5th Hour 12:53-1:49**

**6th Hour 1:51-2:47**

**7th hour 2:49-3:45**

## **Elementary Bell**

### **Schedule K-3 Schedule**

**Breakfast 7:50-8:10**

**Class Starts**

**8:10-10:00 Recess**

**10:00-10:15 Lunch**

**11:20-12:00**

**Class Time 12:00-2:15**

**Recess/Snack**

**2:15-2:35 School Ends**

**3:45**

### **4<sup>th</sup> - 6<sup>th</sup> Bell Schedule**

**Breakfast 7:50-8:10**

**Class 8:10-10:00**

**Recess**

**10:00-10:15 Lunch**

**11:40-12:10**

**Recess/Snack**

**2:15-2:35 School Ends**

**3:45**

# DIETRICH SCHOOL DISTRICT #314

**Vision:** Dietrich School Districts vision is to maintain a culture where **Respect, Integrity, and Perseverance** are cultivated. Operate a safe and welcoming school where each student is challenged to achieve excellence in preparation for college, career, and a productive life.

**Mission::** Dietrich Schools exists to **educate, empower, and prepare** students for a productive life.

## **Contract Hours**

All certified staff are expected to be in the building from 7:30-4:00 on contracted days according to the teacher work schedule. If a teacher needs to leave earlier than these times they will need to contact their direct supervisor and this will need to be approved by the supervisor and a plan to make up the time will be determined at that time if the supervisor determines the time should be made up.

## **Professional Standards Commission (PSC) Code of Ethics Policy 5280**

The Code of Ethics for Idaho Professional Educators was developed by the Professional Standards Commission, approved by the Idaho State Board of Education, and approved by the Idaho Legislature.

The Idaho Code of Ethics consists of Ten (10) Principles. Below is a summary of those principles. Please refer to the complete document for details

1. **Principle I:** A professional educator abides by all federal, state, and local laws and statutes.
2. **Principle II:** A professional educator maintains a professional relationship with all students, both inside and outside the classroom.
3. **Principle III:** A professional educator refrains from the abuse of alcohol or drugs during the course of professional practice.
4. **Principle IV:** A professional educator exemplifies honesty and integrity in the course of professional practice.
5. **Principle V:** A professional educator entrusted with public funds and property honors that trust with a high level of honesty, accuracy, and responsibility.
6. **Principle VI:** A professional educator maintains integrity with students, colleagues, parents, patrons, or business personnel when accepting gifts, gratuities, favors, and additional compensation.
7. **Principle VII:** A professional educator complies with state and federal laws and local school board policies relating to the confidentiality of student and employee records, unless disclosure is required or permitted by law.
8. **Principle VIII:** A professional educator fulfills all terms and obligations detailed in the contract with the local Board of education or education agency for the duration of the contract.
9. **Principle IX:** A professional educator reports breaches of the Code of Ethics for Idaho Professional Educators, and submits reports as required by Idaho Code.
10. **Principle X:** A professional educator ensures just and equitable treatment for all members of the profession in the exercise of academic freedom, professional rights and

responsibilities while following recognized professional principles.

Believing in the worth and dignity of each human being, the professional educator recognizes the supreme importance of pursuing truth, striving toward excellence, nurturing democratic citizenship and safeguarding the freedom to learn and to teach while guaranteeing equal educational opportunity for all. The professional educator accepts the responsibility to practice the profession according to the highest ethical principles. The Code of Ethics for Idaho Professional Educators symbolizes the commitment of all Idaho educators and provides principles by which to judge conduct.

**01. Aspirations and Commitments.**

**a.** The professional educator aspires to stimulate the spirit of inquiry in students and to provide opportunities in the school setting that will help them acquire viable knowledge, skills, and understanding that will meet their needs now and in the future.

**b.** The professional educator provides an environment that is safe to the cognitive, physical, and psychological well-being of students and provides opportunities for each student to move toward the realization of his/her goals and potential as an effective citizen.

**c.** The professional educator, recognizing that students need role models, will act, speak, and teach in such a manner as to exemplify nondiscriminatory behavior and encourage respect for others' cultures and beliefs.

**d.** The professional educator is committed to the public good and will help preserve and promote the principles of democracy. He will provide input to the local school board to assist in the board's mission of developing and implementing sound educational policy, while promoting a climate in which the exercise of professional judgment is encouraged.

**e.** The professional educator believes the quality of services rendered by the education profession directly influences the nation and its citizens. He strives, therefore, to establish and maintain the highest set of professional principles of behavior, to improve educational practice, and to achieve conditions that attract highly qualified persons to the profession.

**f.** The professional educator regards the employment agreement as a pledge to be executed in a manner consistent with the highest ideals of professional service. He believes that sound professional personal relationships with colleagues, governing boards, and community members are built upon integrity, dignity, and mutual respect. The professional educator encourages the practice of the profession only by qualified persons.

**02. Principle I - Professional Conduct.** A professional educator abides by all federal, state, and local laws and statutes. Unethical conduct may include the conviction of any felony or misdemeanor offense as defined by Section 33-1208, Idaho Code

**03. Principle II - Educator/Student Relationship.** A professional educator maintains a professional relationship with all students, both inside and outside the physical and virtual classroom. Unethical conduct includes, but is not limited to:

**a.** Committing any act of child abuse, including physical or emotional abuse; **b.** Committing any act of cruelty to children or any act of child endangerment; **c.** Committing or soliciting any sexual act from any minor or any student regardless of age;

**d.** Committing any act of harassment as defined by district policy;

**e.** Soliciting, encouraging, or consummating a romantic or inappropriate relationship (whether written, verbal, or physical) with a student, regardless of age;

**f.** Using inappropriate language including, but not limited to, swearing and improper sexual comments (e.g. sexual innuendoes or sexual idiomatic phrases);

**g.** Taking inappropriate pictures (digital, photographic, or video) of students; **h.** Inappropriate contact with any minor or any student regardless of age using electronic media

**i.** Furnishing alcohol or illegal or unauthorized drugs to any student or allowing or encouraging a student to consume alcohol or unauthorized drugs except in a medical emergency; and

**i.** Conduct that is detrimental to the health or welfare of students.

k. Deliberately falsifying information presented to students.

**04. Principle III - Alcohol and Drugs Use or Possession.** A professional educator refrains from the abuse of alcohol or drugs during the course of professional practice. Unethical conduct includes, but is not limited to:

a. Being on school premises or at any school-sponsored activity, home or away, involving students while possessing, using, or consuming illegal or unauthorized drugs;

b. Being on school premises or at any school-sponsored activity, home or away, involving students while possessing, using, or consuming alcohol;

c. Inappropriate or illegal use of prescription medications on school premises or at any school-sponsored events, home or away;

d. Inappropriate or illegal use of drugs or alcohol that impairs the individual's ability to function; and

e. Possession of an illegal drug as defined in Chapter 27, Idaho Code, Uniform Controlled Substances.

**05. Principle IV - Professional Integrity.** A professional educator exemplifies honesty and integrity in the course of professional practice. Unethical conduct includes, but is not limited to:

a. Fraudulently altering or preparing materials for licensure or employment; b. Falsifying or deliberately misrepresenting professional qualifications, degrees, academic awards, and related employment history when applying for employment or licensure; c. Failure to notify the state at the time of application for licensure of past revocations or suspensions of a certificate or license from another state;

d. Failure to notify the state of past criminal convictions at the time of application for licensure;

e. Falsifying, deliberately misrepresenting, or deliberately omitting information regarding the evaluation of students or personnel, including improper administration of any standardized tests (changing test answers; copying or teaching identified test items; unauthorized reading of the test to students, etc.);

f. Falsifying, deliberately misrepresenting, or deliberately omitting reasons for absences or leaves;

g. Falsifying, deliberately misrepresenting, or deliberately omitting information submitted in the course of an official inquiry or investigation; and,

h. Falsifying, deliberately misrepresenting, or deliberately omitting material information on an official evaluation of colleagues.

i. Failure to notify the state of any criminal conviction of a crime violating the statutes and/or rules governing teacher certification.

**06. Principle V - Funds and Property.** A professional educator entrusted with public funds and property honors that trust with a high level of honesty, accuracy, and responsibility. Unethical conduct includes, but is not limited to:

a. Misuse, or unauthorized use, of public or school-related funds or property;

b. Failure to account for funds collected from students or parents;

c. Submission of fraudulent requests for reimbursement of expenses or for pay;

d. Co-mingling of public or school-related funds in personal bank account(s);

e. Use of school computers for a private financial gain;

f. Use of school computers to deliberately view or print pornography; and,

g. Deliberate use of poor budgeting or accounting practices.

**07. Principle VI – Compensation.** A professional educator maintains integrity with students, colleagues, parents, patrons, or business personnel when accepting gifts, gratuities, favors, and additional compensation. Unethical conduct includes, but is not limited to:

- a. Unauthorized solicitation of students or parents of students to purchase equipment or supplies from the educator who will directly benefit;
- b. Acceptance of gifts from vendors or potential vendors for personal use or gain where there may be the appearance of a conflict of interest;
- c. Tutoring students assigned to the educator for remuneration unless approved by the local board of education; and,
- d. Soliciting, accepting, or receiving a pecuniary benefit greater than fifty dollars (\$50) as defined in Section 18-1359(b), Idaho Code.

**08. Principle VII – Confidentiality.** A professional educator complies with State and federal laws and local School Board policies relating to the confidentiality of student and employee records, unless disclosure is required or permitted by law. Unethical conduct includes, but is not limited to:

- a. Sharing of confidential information concerning student academic and disciplinary records, personal confidences, health and medical information, family status or income, and assessment or testing results with inappropriate individuals or entities; and
- b. Sharing of confidential information about colleagues obtained through employment practices with inappropriate individuals or entities.)

**09. Principle VIII - Breach of Contract or Abandonment of Employment.** A professional educator fulfills all terms and obligations detailed in the contract with the local board of education or education agency for the duration of the contract. Unethical conduct includes, but is not limited to:

- a. Abandoning any contract for professional services without the prior written release from the contract by the employing school district or agency;
- b. Willfully refusing to perform the services required by a contract; and,
- c. Abandonment of classroom or failure to provide appropriate supervision of students at school or school-sponsored activities to ensure the safety and well-being of students.

**10. Principle IX – Duty to Report.** A professional educator reports breaches of the Code of Ethics for Idaho Professional Educators and submits reports as required by Idaho Code. Unethical conduct includes, but is not limited to

- a. Failure to comply with Section 33-1208A, Idaho Code, (reporting requirements and immunity);
- b. Failure to comply with Section 16-1605, Idaho Code, (reporting of child abuse, abandonment, or neglect);
- c. Failure to comply with Section 33-512B, Idaho Code, (Suicidal tendencies and duty to warn); and
- d. Having knowledge of a violation of the Code of Ethics for Idaho Professional Educators and failing to report the violation to an appropriate education official.

**Principle X – Professionalism.** A professional educator ensures just and equitable treatment for all members of the profession in the exercise of academic freedom, professional rights and responsibilities while following generally recognized professional principles. Unethical conduct includes, but is not limited to:

- a. Any conduct that seriously impairs the Certificate holder’s ability to teach or perform his professional duties;
- b. Committing any act of harassment toward a colleague;
- c. Failure to cooperate with the Professional Standards Commission in inquiries, investigations, or hearings;)
- d. Using institutional privileges for the promotion of political candidates or for political activities. except for local. state. or national education association elections
- e. Willfully

interfering with the free participation of colleagues in professional associations; and  
f. Taking inappropriate pictures (digital, photographic or video) of colleagues.

**01. Administrative Complaint.** A document issued by the State Department of Education outlining the specific, purported violations of Section 33-1208, Idaho Code, or the Code of Ethics for Idaho Professional Educators.

**02. Allegation.** A purported violation of the Code of Ethics for Idaho Professional Educators or Idaho Code.

**03. Certificate.** A document issued by the Department of Education under the authority of the State Board of Education allowing a person to serve in any elementary or secondary school in the capacity of teacher, supervisor, administrator, education specialist, school nurse, or school librarian (Section 33-1201, Idaho Code).

**04. Certificate Denial.** The refusal of the state to grant a certificate for an initial or reinstatement application.

**05. Certificate Suspension.** A time-certain invalidation of any Idaho certificate as determined by a stipulated agreement or a due process hearing panel as set forth in Section 33-1209, Idaho Code.

**06. Complaint.** A signed document defining the allegation that states the specific ground or grounds for revocation, suspension, denial, place reasonable conditions on a certificate, or issuance of a letter of reprimand (Section 33-1209(1), Idaho Code). The State Department of Education may initiate a complaint.

**07. Conditional Certificate.** Allows an educator to retain licensure under certain stated Certificate conditions as determined by the Professional Standards Commission (Section 33-1209(10), Idaho Code).

**08. Contract.** Any signed agreement between the school district and a certificated educator pursuant to Section 33-513(1), Idaho Code.

**09. Conviction.** Refers to all instances regarding a finding of guilt by a judge or jury; a plea of guilt by Nolo Contendere or Alford plea; or all proceedings in which a sentence has been suspended, deferred or withheld.

**10. Educator.** A person who holds or applies for an Idaho Certificate (Section 33-1001(16) and Section 33-1201, Idaho Code).

**11. Education Official.** An individual identified by local school board policy, including, but not limited to, a superintendent, principal, assistant principal, or school resource officer (SRO).

**12. Ethics Committee.** A decision-making body comprised of members of the Professional Standards Commission, including the chair and/or vice-chair of the Commission. A prime duty of the Committee is to review purported violations of the Code of Ethics for Idaho Professional Educators to determine probable cause and direction for possible action to be



taken against a Certificate holder.

**13. Hearing.** A formal review proceeding that ensures the respondent due process. The request for a hearing is initiated by the respondent and is conducted by a panel of peers.

**14. Hearing Panel.** A minimum of three (3) educators appointed by the chair of the Professional Standards Commission and charged with the responsibility to make a final determination regarding the charges specifically defined in the Administrative Complaint

**15. Investigation.** The process of gathering factual information concerning a valid, written complaint in preparation for review by the Professional Standards Commission Ethics Committee, or following review by the Ethics Committee at the request of the deputy attorney general assigned to the Department of Education.

**16. Minor.** Any individual who is under eighteen (18) years of age

**17. Not-Sufficient Grounds.** A determination by the Ethics Committee that there is not sufficient evidence to take action against an educator's certificate.

**18. Principles.** Guiding behaviors that reflect what is expected of professional educators in the state of Idaho while performing duties as educators in both the private and public sectors.

**19. Reprimand.** A written letter admonishing the Certificate holder for his conduct. The reprimand cautions that further unethical conduct may lead to consideration of a more severe action against the holder's Certificate.

**20. Respondent.** The legal term for the professional educator who is under investigation for a purported violation of the Code of Ethics for Idaho Professional Educators.

**21. Revocation.** The invalidation of any Certificate held by the educator.

**22. Stipulated Agreement.** A written agreement between the respondent and the Professional Standards Commission to resolve matters arising from an allegation of unethical conduct following a complaint or an investigation. The stipulated agreement is binding to both parties and is enforceable under its own terms, or by subsequent action by the Professional Standards Commission.

**23. Student.** Any individual enrolled in any Idaho public or private school from preschool through grade 12.

**24. Sufficient Grounds.** A determination by the Executive Committee that sufficient evidence exists to issue an Administrative Complaint.

### **Violations of the Code of Ethics of the Idaho Teaching Profession**

Under Idaho Code §§ 33-1208; 33-1208A and 33-1209, a violation of the Code of Ethics of the Idaho Teaching Profession may lead to a letter of reprimand, suspension, revocation, or denial of a certificate

## Personal Conduct

Employees are expected to maintain high standards of honesty, integrity, and impartiality in the conduct of District business and are required to comply with and conform to the Idaho law and the Code of Ethics of the Idaho Teaching Profession.

In addition to the conduct enumerated in Idaho law and the Code of Ethics of the Idaho Teaching Profession, an employee should not dispense or utilize any information gained from employment with the District, accept gifts or benefits, or participate in business enterprises or employment which create a conflict of interest with the faithful and impartial discharge of the employee's District duties. A District employee may, prior to acting in a manner which may impinge on any fiduciary duty, disclose the nature of the private interest which creates a conflict. Care should be taken to avoid using, or avoid the appearance of using, official positions and confidential information for personal advantage or gain.

Further, employees should hold confidential all information deemed to be not for public consumption as determined by law and Board policy. Employees shall also respect the confidentiality of people served in the course of the employee's duties and use information gained in a responsible manner. Discretion should be employed even within the school system's own network of communication.

District employees who are contacted by the media should direct such inquiries to the Superintendent, or his or her designee.

Administrators and supervisors may set forth specific rules and regulations governing an employees' conduct on the job within a particular building.

### Insubordinate Conduct

In the educational setting there are high expectations for employee behavior. This is necessary to ensure effective and efficient operation of the school and to model and reinforce appropriate professional interactions for our students. Accordingly, employees shall treat all administrators and colleagues in an appropriate professional manner.

Employees shall comply with all work-related orders, instructions, and directives issued by a proper authority. Insubordination; manifest disrespect; acts or language which hamper(s) the school's ability to control, manage, or function; displays of unacceptable modeling of rules for students or staff; or any other serious breaches involving improper attitudes or improper action toward persons in positions of authority are just cause for and may result in employee discipline, up to and including possible termination.

Examples of improper conduct include, but are not limited to:

1. Disobeying an appropriate order, instruction or directive of a supervising employee or administrator;
2. Refusing to accept a reasonable and proper work assignment or directive of a

- supervising employee or administrator;
- 3. Disputing or ridiculing authority;
- 4. Exceeding authority; and/or
- 5. Using vulgar or profane language to a supervising employee or administrator.

### **Informal Review**

The following events and circumstances create a right allowing the specified employees to request an Informal Review for the Board's decision to not reemploy or reissue an employment contract:

1. Non-reemployment of Category 3 or renewable contract teachers;
2. An administrative employee reassignment;
3. Non-reissuance of Supplemental Extra-Duty Contracts; and
4. Any other circumstance specified in Idaho law creating a right to request an informal review.

The parameters for the Informal Review will be determined by the Board.

The request for an Informal Review must be in writing and include a statement explaining the reasoning for disagreement with the Board's decision. The statement must not exceed two (2) pages.

The District will use the following procedure:

1. The employee must request, in writing, an Informal Review within five days of receiving notice of the events creating a right to Informal Review. The request must be submitted to the Board Clerk. Failure to request Informal Review within five days will result in the employee waiving the right to an Informal Review.
2. The employee will be given an opportunity to meet with the Board in executive session within 10 days of the date that the request for Informal Review is submitted to the Board, or alternately, at the next regularly scheduled Board meeting, as determined by the Board. At the option of the Board, the employee may be permitted to provide the Board with documentation in support of the employee's position. The Board, in its discretion, may limit the amount of time allotted for presentation of any additional information by the employee during the Informal Review.
3. The Administration shall have the right to be present during the Informal Review and may respond to the employee's presentation and/or respond to any inquiries by the Board. 4. The Board shall make a decision to uphold the earlier employment decision, or make some other decision regarding the issue(s) raised during the executive session. Such decision must be made by the Board in open session, identifying the employee by number or letter (i.e.: "Subsequent to the Informal Review, the Board upholds the prior employment decision regarding employee "A").
5. The Board shall notify the employee, in writing, of its final decision on the matter within fifteen (15) days of the date the Informal Review .

The employee does not have the right to be represented by an attorney or a representative of the state teachers' association, present evidence other than that detailed above, or present and/or cross-examine witnesses unless specifically agreed to by the Board. The Board may elect to ask questions of the employee or administrator present at the Informal Review, but this does not confer upon the employee the right to ask questions of the Board or the Administration.

## **Lesson Plan refer to policy 2110**

Daily objectives should be posted on the board and discussed with students on a daily basis. In addition daily objectives should be provided to the direct supervisor on a weekly basis for all classes. Daily Lesson plans should include all of the following information below. Direct supervisors will provide staff with procedure and templates for submission of weekly lesson plans. Daily lesson plans should be provided to the supervisor when they are in the classroom for formal and informal observation. Lesson Plan book should be made available to supervisor in case of need of emergency substitute.

Daily Lesson Plans should include All of the following areas :

1. Statement of objectives;
2. Procedures and strategies to be used;
3. Organizational materials and instruction;
4. Materials – basic and supplementary; and
5. Evaluation of students.

Planning should be creative and challenging as well as continuous. Additionally, planning should be flexible in order to meet the needs and abilities of students.

## **Dress and Appearance**

“One of the reasons we have schools is for students to learn what is appropriate. Young people learn what is appropriate in society by looking at their adult role models. Your dress and your behavior are what young people will take to be appropriate.” Harry K. Wong

As professionals in our schools, we realize and value the public’s perception of our roles as mentors and models for students. We, therefore, set in policy the following outline of “reasonable expectations” for all professional staff.

At Dietrich schools our daily dress will meet the expectations of our mission and vision statement. Each employee, contracted providers, and volunteers will be accountable to demonstrate integrity and compassion in what they wear. Each employee will dress respectfully for the context of their work environment, their responsibilities and those they come in contact with. The kind of clothing worn on a daily basis will be expected to be professional in nature relative to the work environment of the employee

Personal appearance plays an important role in students, parents, and community members' perception of the organization. Therefore, employees are expected to maintain a well groomed appearance at all times when in the presence of students and parents. Keeping in mind the nature and location of their work.

Inappropriate Attire:

- . Backless, see-through, tight-fitting, or low-cut blouses, shirts, or dresses
- T-shirts lycra spandex midriff or muscle shirts

- Cut-off jeans or shorts
- Sweatpants
- Athletic or spandex shorts or pants
- Faded, holey, or tattered jeans
- Mini-skirts
- Jogging suits
- Denim overalls
- Rubber flip-flops
- Clothing showing bare midriffs, lumbar regions or cleavage

Any staff dress or accessories must at all times meet or exceed standards set for our students.

### Enforcement

School District staff members who do not, in the judgment of the administration, reasonably conform to this dress code shall receive a written notice that will be placed in the personnel file and sent to the staff member from their supervisor. The staff member will be expected to change into professional dress. The administration or program supervisor shall submit a copy of the notice to the Superintendent. Repeated violations could result in disciplinary action by the Superintendent against the staff member. In cases where a staff member refuses to comply with the directions of the administration, the staff member's employment could be terminated. The decision of the Superintendent is final regarding administration of this policy.

### Purchase Orders

Purchasing of all equipment, materials, supplies, contract services and other items for which an obligation to pay is created within the School District shall be made by purchase order. All purchase orders will be approved by the Superintendent before the item(s) may be ordered.

Any items purchased using student accounts need to be pre approved by the building administrator through the purchase order process which includes using the purchase order form provided by the school district. If prior authorization is not received the order will become the financial responsibility of the person ordering the item.

Reimbursements are on emergency only basis. In order for someone to be reimbursed use of the funds must be preapproved by the administration. Otherwise no reimbursement will be granted.

The district has provided a class wallet account to each staff member. This can be used to purchase approved supplies. Your account will show your balance and you can order items yourself. The order will not be placed until I have approved your order. If there is something you need outside of the requests you had on your supply list request in the spring you will still need to fill out a purchase order for those items.

Student Body Accounts will still follow the purchase order process.





### **Personal Reimbursements**

While it is recommended that all purchases of goods or services be made within established purchasing procedures, there may be an occasional need for an employee to make a purchase for the benefit of the District from personal funds. In that event, an employee will be reimbursed for a personal purchase under the following criteria:

1. It is clearly demonstrated that the purchase is of benefit to the District.
2. The purchase was made with the prior approval of an authorized administrator which should include a signed purchase order.
3. The item purchased was not available from resources within the District.
4. The claim for personal reimbursement is properly accounted for and documented with an invoice/receipt.

The District business office will be responsible for the development of the procedures and forms to be used in processing claims for personal reimbursements.

### **Complaints**

Any type of complaints that a staff or student has needs to be documented. Therefore they will need to fill out the complaint form if they would like an issue investigated by the administration. Forms are available in the office from the building secretary or are available to staff in Google docs as an electronic version. However it will need to be printed out of google docs and given to the principal with a signature.



**DIETRICH SCHOOL DISTRICT NO. 314**

*Home of the Blue Devils*  
*Perseverance, Integrity, Respect*



Administration \_\_\_\_\_  
Stefanie Bham, Superintendent

Jeffrey Montero, K-12 Principal

\_\_\_\_\_  
Staff/Student Filing Complaint

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
email address

\_\_\_\_\_  
Phone Number

Description of Complaint:

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Statement of Desired Outcome :

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### **Support Tickets**

If you have a need to have something done from maintenance or technology needs. Please go to the website and under the employee tab there should be support tickets click on the link and put the request in for the appropriate place. This makes it so we can track what your needs are and we can make sure that they are taken care of in a timely manner.

**PROFESSIONAL DEVELOPMENT REQUEST FORM**

Name \_\_\_\_\_

Conference or Event Requesting to attend:

\_\_\_\_\_ Dates

of Conference: \_\_\_\_\_ Location: \_\_\_\_\_ Cost

of Registration: \_\_\_\_\_

Website to Register: \_\_\_\_\_

**OR** link sent in email \_\_\_\_\_ **OR** I have already registered \_\_\_\_\_

I will need a room: yes no Date In: \_\_\_\_\_ Date Out: \_\_\_\_\_ Meals not

provided at the conference: Breakfast \_\_\_\_\_ Lunch \_\_\_\_\_ Dinner \_\_\_\_\_

Transportation: I will need the school CAR SUBURBAN **OR** I will take my own car. Supervisor  
Initial for Mileage Reimbursement \_\_\_\_\_

*Note: Taking your own car and mileage reimbursement request must be approved by Supervisor.*

*Any special Requests:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Fund \_\_\_\_\_

\*\*\*\*\*

**\* Office Use:**

Registration PO # \_\_\_\_\_

Room Reservation PO# \_\_\_\_\_ @

\_\_\_\_\_

Per Diem Check PO

# \_\_\_\_\_ P

School Transportation Reserved \_\_\_\_\_ or Mileage

Request Form Provided \_\_\_\_\_

## **Individual Professional Learning Plan**

All certified staff will be expected to have developed a Professional learning plan with at least 3 goals. One of those goals must be related to a goal determined by the Superintendent and board of Trustees. First phase of the IPLP will be completed and submitted to supervisor prior to the first day of school for students.

## **Evaluation of Certificated Personnel Refer to Policy 5340**

Each certificated staff member shall receive at least one written evaluation to be completed by no later than June 1<sup>st</sup> for each annual contract year of employment and shall use multiple measures that are research based and aligned to the *Charlotte Danielson Framework for Teaching Second Edition*. The evaluation of certificated personnel shall annually include a minimum of two documented observations, one of which shall be completed prior to January 1<sup>st</sup>. In situations where certificated personnel are unavailable for two documented classroom observations, due to situations such as long-term illness, late year hire, etc., one documented classroom observation is acceptable.

## **Objectives**

The formal performance evaluation system is designed to:

1. Maintain or improve each employee's job satisfaction and morale by letting him or her know that the supervisor is interested in his or her job progress and personal development;
2. Serve as a systematic guide for supervisors in planning each employee's further training;
3. Assure considered opinion of an employee's performance and focus maximum attention on achievement of assigned duties;
4. Assist in determining and recording special talents, skills, and capabilities that might otherwise not be noticed or recognized;
5. Assist in planning personnel moves and placements that will best utilize each employee's capabilities;
6. Provide an opportunity for each employee to discuss job problems and interests with his or her supervisor; and
7. Assemble substantiating data for use as a guide, although not necessarily the sole governing factor, for such purposes as wage adjustments, promotions, disciplinary action, and termination.
- 8.

## **Responsibility**

The Superintendent or his or her designee shall have the overall responsibility for the administration and monitoring of the Performance Evaluation Program and will ensure the fairness and efficiency of its execution, including:

1. Distributing proper evaluation forms in a timely manner;
2. Ensuring completed evaluations are returned for filing by a specified date;
3. Reviewing evaluations for completeness;
4. Identifying discrepancies;
5. Ensuring proper safeguards and filing of completed evaluations;
6. Creating and implementing a plan for ongoing training for evaluators and certificated personnel on the District's evaluation standards, forms, and processes and a plan for collecting and using data gathered from evaluations;
7. Creating a plan for ongoing review of the District's Performance Evaluation Program that includes stakeholder input from teachers, Board Members, administrators, parents/guardians, and other interested parties;
8. Creating a procedure for remediation for employees that receive evaluations indicating that remediation would be an appropriate course of action;
9. Creating an individualized evaluation rating system for how evaluations will be used to identify proficiency and record growth over time with a minimum of three rankings used to differentiate performance of certificate holders including: unsatisfactory being equal to a rating of 1; basic being equal to a rating of 2; and proficient being equal to a rating of 3.

The Immediate Supervisor is the employee's evaluator and is responsible for:

1. Continuously observing and evaluating an employee's job performance including a minimum of two documented observations annually for certificated personnel, one of which shall be completed prior to January 1<sup>st</sup> of each year;
2. Holding periodic counseling sessions with each employee to discuss job performance;
3. Completing Performance Evaluations as required; and
4. Completing training on the District's Performance Evaluation Program.

### ***Written Evaluation***

A written evaluation will be completed for each certificated employee. A copy will be given to the employee. The original will be retained by the Immediate Supervisor. The evaluation should be reviewed annually and revised as necessary to indicate any significant changes in duties or responsibilities. The evaluation is designed to increase planning and relate performance to assigned responsibilities through joint understanding between the evaluator and the employee as to the job description and major performance objectives.

The written evaluation will identify the sources of data used in conducting the evaluation. Aggregate data shall be considered as part of the District and individual school needs assessment in determining professional development offerings.

### ***Evaluation Measures***

**Observations:** Periodic classroom observations will be included in the evaluation process with a minimum of two documented observations annually for certificated personnel, one of which shall be completed prior to January 1<sup>st</sup>. In situations where certificated personnel are unavailable for two

documented classroom observations, due to situations such as long-term illness, late year hire, etc., one documented classroom observation is acceptable.

**Professional Practice:** 67% of the evaluation of certificated personnel will be comprised of Professional Practice based on the *Charlotte Danielson Framework for Teaching Second Edition*. The evaluation will include at least one of the following as a measure to inform the Professional Practice portion: input received from parents/guardians, input received from students, and/or portfolios. The District has chosen to use student input surveys as its measure(s) to inform the Professional Practice portion. The Board shall determine the manner and weight of parental input, student input, and/or portfolios on the evaluation.

**Student Achievement:**

Instructional staff evaluations must include measurable student achievement as defined in Section 33-1001, Idaho Code, applicable to the subjects and grade ranges taught by the instructional staff. All other certificated staff evaluations must include measurable student achievement or student success indicators, as defined in Section 33-1001, Idaho Code, as applicable to the position. This portion of the evaluation may be calculated using current and/or past year's data and may use one or multiple years of data.

**Charlotte Danielson Framework:** The evaluation will be aligned with minimum State standards and based upon the *Charlotte Danielson Framework for Teaching Second Edition* and will include, at a minimum, the following general criteria upon which the Professional Practice portion will be based:

1. Planning and Preparation

- A. Demonstrating Knowledge of Content and Pedagogy;
- B. Demonstrating Knowledge of Students;
- C. Setting Instructional Outcomes;
- D. Demonstrating Knowledge of Resources;
- E. Designing Coherent Instruction; and
- F. Designing Student Assessments.

2. Classroom Learning Environment

- A. Creating an Environment of Respect and Rapport;
- B. Establishing a Culture for Learning;
- C. Managing Classroom Procedures;
- D. Managing Student Behavior; and
- E. Organizing Physical Space.

3. Instruction and Use of Assessment

- A. Communicating with Students;
- B. Using Questioning and Discussion Techniques;
- C. Engaging Students in Learning;
- D. Using Assessment in Instruction; and
- E. Demonstrating Flexibility and Responsiveness.

4. Professional Responsibilities

- A. Reflecting on Teaching:

- B. Maintaining Accurate Records;
- C. Communicating with Families;
- D. Participating in a Professional Community;
- E. Growing and Developing Professionally; and
- F. Showing Professionalism.

## ***Meeting with the Employee***

**Counseling Sessions:** Counseling sessions between supervisors and employees may be scheduled periodically. During these sessions, an open dialogue should occur which allows the exchange of performance oriented information. The employee should be informed of how he or she has performed to date. If the employee is not meeting performance expectations, the employee should be informed of the steps necessary to improve performance to the desired level. Counseling sessions should include, but not be limited to, the following: job responsibilities, performance of duties, and attendance. A memorandum for record will be prepared following each counseling session and maintained by the supervisor.

**Communication of Results:** Each evaluation shall include a meeting with the affected employee to communicate evaluation results. At the scheduled meeting with the employee, the supervisor will:

1. Discuss the evaluation with the employee, emphasizing strong and weak points in job performance. Commend the employee for a job well done if applicable and discuss specific corrective action if warranted. Set mutual goals for the employee to reach before the next performance evaluation. Recommendations should specifically state methods to correct weaknesses and/or prepare the employee for future promotions.
2. Allow the employee to make any written comments he or she desires. Inform the employee that he or she may turn in a written rebuttal/appeal of any portion of the evaluation within seven days and outline the process for rebuttal/appeal. Have the employee sign the evaluation indicating that he or she has been given a copy and initial after supervisor's comments.

No earlier than seven days following the meeting, if the supervisor has not received any written rebuttal/appeal, the supervisor will forward the original evaluation in a sealed envelope, marked "Personnel-Evaluation" to the Superintendent, or the designee, for review. The supervisor will also retain a copy of the completed form.

## ***Rebuttals/Appeal***

Within seven days from the date of the evaluation meeting with their supervisor, the employee may file a written rebuttal/appeal of any portion of the evaluation. The written rebuttal/appeal shall state the specific content of the evaluation with which the employee disagrees, a statement of the reason(s) for disagreement, and the amendment to the evaluation requested.

If a written rebuttal/appeal is received by the supervisor within seven days, the supervisor may conduct additional meetings or investigative activities necessary to address the rebuttal/appeal. Subsequent to these activities, and within a period of ten working days, the supervisor may provide the employee with a written response either amending the evaluation as requested by the employee or stating the reason(s) why the supervisor will not be amending the evaluation as requested.

If the supervisor chooses to amend the evaluation as requested by the employee then the amended



evaluation will then be forwarded to the Superintendent, or the designee, for review in a sealed envelope, marked Personnel-Evaluation. The supervisor will also retain a copy of the completed form.

If the supervisor chooses not to amend the evaluation as requested by the employee then the evaluation along with the written rebuttal/appeal, and the supervisor's response, if any, will be forwarded to the Superintendent, or the designee, for review in a sealed envelope, marked Personnel Evaluation. The supervisor will also retain a copy of the completed evaluation including any rebuttal/appeal and responses.

### **Action**

Each evaluation will include identification of the actions, if any, available to the District as a result of the evaluation as well as the procedure(s) for implementing each action. Available actions include, but are not limited to, recommendations for renewal of employment, non-renewal of employment, probation, and others as determined. Should any action be taken as a result of an evaluation to not renew an individual's contract the District will comply with the requirements and procedures established by State law.

### **Records**

Permanent records of each certificated personnel's evaluation and any properly submitted rebuttal/appeal documentation will be maintained in the employee's personnel file. All evaluation records, including rebuttal/appeal documentation, will be kept confidential within the parameters identified in State and federal law regarding the right to privacy.

### **Personal Leave Policy 5402**

Each employee may be granted, upon written request, two (2) days of personal leave with pay, as defined by the employee's regular work day, at no cost to the employee. . Requests for personal leave must be made in writing and submitted to the supervisor a minimum of one (1) day in advance. In emergency situations a verbal request may be made. Two additional days of personal leave may be requested with stipulation that the employee reimburse the District the amount paid for the certified substitutes. An employee who has used personal leave in excess of that which was earned, shall have that percentage of their contract or work agreement deducted from their paycheck for each additional day of personal leave

Requests for personal leave will be limited to extraordinary circumstances during the first two (2) weeks of school and the last two (2) days immediately preceding or following a school vacation. Personnel shall be granted personal leave at full pay to be taken at the convenience of the District. The direct supervisor may deny or limit approval of personal leave on any given day based on the needs of the school.

Personal leave days are accrued at the rate of one for every one-half of the employee's defined school year. If the employee is hired for less than the full year, the number of personal days will be prorated. These days may be taken as full or half days of any combination thereof resulting in a total of not more than two (2) full days.

At the end of the school year, a certified employee may determine to be paid for his/her unused annual personal leave at the average rate of a certified substitute in our district

## **Leaves of Absence Policy 5400**

The Board believes that the provision of leaves helps to attract and retain staff members who will continue to grow professionally, maintain their physical health, and have a feeling of security.

The Board has the authority to grant any employee's request for a leave of absence. The Board may also delegate this authority to a designee. If the Board delegates this authority it shall ratify or nullify the action regarding the request for a leave of absence at the next regularly scheduled meeting, or at a special meeting should the next regularly scheduled Board meeting not be within a period of twenty-one (21) days from the date of such action.

### **Sick Leave**

Classified employees who regularly work twenty (20) hours or more per week and certificated employees who work half time or more per week shall be granted sick leave and other leaves in accordance with State law. Each such employee shall be granted sick leave with full pay of one (1) day as projected for the employment year for each month of service in which he or she works a majority portion of that month. Sick leave for classified employees shall be calculated proportionate to the average hours worked per day. Sick leave for certificated employees shall be calculated by the day, or percentage thereof, as defined in his or her individual employment contract. The District, may in its discretion, require proof of illness when deemed appropriate, including but not limited to abuse of sick leave or false claims of illness.

Compensation shall not be provided for unused sick leave.

"Sick leave" means a leave of absence, with pay, for a sickness suffered by an employee or his or her immediate family. "Immediate family" for purposes of sick leave shall mean the employee's spouse and children residing in the employee's household. Nothing in this policy guarantees approval of the granting of such leave in any instance. Each request will be judged by the District in accordance with this policy and the needs of the District.

It is understood that seniority shall accumulate while a teacher or employee is utilizing accumulated sick leave credits. Seniority will not accumulate unless an employee is in a paid status. Abuse of sick leave is cause for discipline up to and including termination.

### **Accrual of Unused Sick Leave**

Employees may accrue unused sick leave with no limit. Upon retirement, an employee's accumulated unused sick leave must be reported by the District to the public employee retirement system. New employees may transfer up to 180 days of sick leave, for retirement purposes only, providing that district participates in the same public employee retirement system as the District. New employees will accrue new sick leave, that may be used during employment as paid sick leave, at the same rate as existing employees.

### **Vacation Leave**

Twelve (12) month classified employees who work a minimum of 1800 hours and full time administrative employees who work a minimum of 200 days will receive annual paid vacation leave benefits that shall accrue monthly at a prorated rate according to the following schedule:

## Year of Service with the District Days of Annual Vacation Leave

0.5-2	5 days
3-10	10 days
11-15	15 days
16-19	18 days
20+	20 days

Vacation leave is intended to be used during that year in which it is earned. Vacation time with pay may accumulate to a maximum of five (5) days over the employee's annual entitlement. Excess days will be voided if not used prior to July 1<sup>st</sup> of each year.

Vacation time may be used ahead of his/her actual accrual; however, if an employee terminates employment and has used more vacation than accrued, the proportionate amount of daily pay will be deducted from the employee's final paycheck.

In addition to Vacation leave employees that receive vacation pay and are considered full time employees working 225 days or 1800 hours will receive Holiday Pay. The following days will be paid Holidays. Labor Day, Thanksgiving, Christmas, New Years, 4<sup>th</sup> of July, and Memorial Day.

Upon separation of employment with the district, annual vacation pay may be allowed to the extent of the employee's accrued and unused vacation days, up to a maximum of twenty (20) days at the employee's daily rate of pay.

Each employee shall schedule his/her vacation time in advance by consulting with the proper supervisory personnel of the department or building to which he/she is assigned. The Superintendent may grant or deny the request as determined by the number of employees absent at a specific time or the need to maintain quality service at the district level.

Nothing in this policy guarantees approval of the granting of specific days as annual vacation leave in any instance. Each request will be judged by the District in accordance with staffing needs.

### Bereavement Leave

An employee who has a death in the immediate family shall be eligible for bereavement leave. "Immediate family" for purposes of bereavement leave shall mean the employee's spouse, grandparents, grandparents of spouse, children, parent, or parent of spouse. The Superintendent shall have the authority to give bereavement leave for up to five (5) days. Bereavement leave of greater than five (5) days must be approved by the Board. Such leave shall not exceed ten (10) days.

### Personal and Emergency Leave

Upon recommendation of the Superintendent, and in accordance with law and District policy, classified staff may be granted personal leave pursuant to the following conditions:

1. Leave will be without pay unless otherwise stated. If leaves are to include expenses payable by the District, the leave approval will so state;

3. Notice of at least one (1) week is required for any personal leave of less than one (1) week. Notice of one (1) month is required for any personal leave exceeding one (1) week;
4. The Superintendent, with approval of the Board, shall have the flexibility, in unusual or exceptional circumstances, to grant personal leave to employees not covered by sick or any other District recognized leave. During any personal leave of greater than fifteen (15) days, the employee will not receive fringe benefits. During the leave, the employee may pay the District's share of any insurance benefit program in order to maintain those benefits, provided that such is acceptable to the insurance carrier. Staff using personal leave shall not earn any sick leave or annual leave credit or any other benefits during the approved leave of absence.

### **GETTING A SUBSTITUTE**

A leave form needs to be filled out every time you are not in the building on a scheduled day off work. Those can be picked up in the board room or through the building secretary Jalyn Shaw. If you need to call in sick you will need to first call or text Stefanie Shaw and let her know you are sick and wont be in the building. Her number is 208-539-9381. This helps her to be prepared for the day. Then you need to call Jalyn Shaw ASAP. Please do not send her a text or an email. Her number is 208-731-2582. If you cant talk to her then send her a text. Please let her know by 6:45 if you are going to need a sub so that she has time to try to get a substitute before school starts.

### **Leave Forms**

A copy of the leave form is below. It can be printed from here or you can pick one up in the office. It is important that it is filled out anytime you are not in the building on a scheduled work day. Leave forms should be filled out and approved in advance at the earliest possible time. If you have to call in sick leave form needs to be filled out and turned in to your supervisor or the building secretary by the end of your next day back to work.

DIETRICH SCHOOL

EMPLOYEES APPLICATION FOR ABSENCE FROM ASSIGNMENT

NAME \_\_\_\_\_

Date & Day absence will be requested \_\_\_\_\_

Will you be gone ALL DAY? \_\_\_\_\_ Will you be gone part day? \_\_\_\_\_ to \_\_\_\_\_  
(times) (times)

Mark with X periods you will be absent:

P1	P2	P3	P4	P5	P6	P7
----	----	----	----	----	----	----

My reason for absence:

\_\_\_\_\_

I am declaring this leave as:

- Jury Duty \_\_\_\_\_
- Personal Leave \_\_\_\_\_
- Professional Leave \_\_\_\_\_
- School Sponsored Activity \_\_\_\_\_
- Sick Leave \_\_\_\_\_
- Bereavement \_\_\_\_\_
- Military Leave \_\_\_\_\_
- Vacation \_\_\_\_\_

Staff Signature \_\_\_\_\_

Date \_\_\_\_\_

Administration Signature \_\_\_\_\_

Date \_\_\_\_\_

Requested Substitute: \_\_\_\_\_

Substitute: \_\_\_\_\_

### **All Employee Sick Leave Bank**

Each full time employee of Dietrich School District may participate in the Sick Leave Bank. To participate, the employee will contribute two (2) nonrefundable days of his/her earned sick leave days or as determined by the Sick Leave Bank Committee prior to October 1. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating employees upon recommendation of the Sick Leave Bank Committee.

A threshold of (50) days will be established in the Sick Leave Bank. When the total days available in the Sick Leave Bank falls below fifty (50) the Sick Leave Bank Committee will equally assess each member additional days required to reestablish the fifty (50) day threshold.

Sick leave days contributed will be deducted from the individual's previously accumulated sick leave. The contributed sick leave days will form a bank of sick leave days that will be available to all eligible employees whose absence from work is due to illness or injury extending beyond their available sick leave.

In order for an employee to be eligible for sick leave benefits from the SLB he or she must:

- a. Be a contributor to the Bank
- b. Be absent from work due to illness or accident
- c. Have used all accumulated sick leave and personal leave

All requests for use of the Bank will be submitted to the SLB Committee (SLBC), comprised of the Superintendent or designee, Business Manager, and an assigned staff member appointed by the Superintendent. The Committee will review the request and determine if the employee is eligible to use the SLB. If the Committee deems necessary, proof of illness may be required at the time of application and periodically during the granted period.

The SLBC will have the authority to establish operational procedures necessary to implement this program. After a complete review of the application, the Committee will have the authority to make final decisions as to the disposition of the applicant's request within established operational procedures.

The maximum number of days that may be granted in any 12 month period will be the remaining number of days an employee is contracted to work during that 12 month period, not to exceed sixty (60) days.

Days borrowed from the Sick Leave Bank must be paid back to the Bank at the minimum rate of two (2) days per year, commencing with the year following the year when the days are borrowed.

Personnel retiring or leaving the employment of the district must repay any indebtedness to the Sick Leave Bank with accumulated sick leave days prior to departure.

### **Certificated Staff Grievances**

It is the Board's desire that procedures for settling certificated staff grievances be an orderly process within which solutions may be pursued. Further, that the procedures provide prompt and equitable resolution at the lowest possible administrative level. Additionally, it is the Board's desire that each certificated employee be assured an opportunity for orderly presentation and review -

If the grievant is not satisfied with the decision of the principal or designee, the individual shall

submitting a written objection to the decision with the Superintendent.

If the principal or designee does not provide a written response to the grievance at the conclusion of ten (10) working days and no extension of this time period has been agreed to between the grievant and principal or designee, the grievance shall be advanced to the Superintendent without written response of the principal or designee.

Upon receipt by the Superintendent, the Superintendent or a designee, shall schedule a meeting between the parties and the principal. The parties shall be afforded the opportunity to either dispute or concur with the principal's report. The Superintendent or designee shall, within a period of fifteen (15) working days, decide the matter notifying all the parties in writing of the decision. The decision of the Superintendent or designee shall be controlling, regardless of whether it is in agreement or in disagreement with the decision of the principal.

If either party is not satisfied with the decision of the Superintendent, the Board is the next avenue for appeal. A written appeal must be submitted to the Board within five (5) days of receiving the Superintendent's decision. The Board is the policy-making body of the school, however, and appeals to that level must be based solely on whether or not policy has been followed. Any individual appealing a decision of the Superintendent to the Board bears the burden of proving a failure to follow Board policy.

Upon receipt of a written appeal of the decision of the Superintendent, and assuming the individual alleges a failure to follow Board policy, the matter shall be placed on the agenda of the Board for consideration not later than their next regularly scheduled meeting. A decision shall be made and reported in writing to all parties within thirty (30) days of that meeting. The decision of the Board will be final.

### **Recommended Practices for Use of Social Media Sites, Including Personal Sites Policy 5325P**

#### **Think Before Posting**

Privacy does not exist in the world of social media, therefore the District recommends that employees consider what could happen if a post becomes widely known or how that may reflect on the poster, the District or its patrons. Search engines can turn up posts years after they are created and comments can be easily forwarded or copied. If you would not say it at a Board Meeting or to a member of the media or a colleague, consider the propriety of posting it online.

#### **Be Respectful**

Posts should be considered carefully in light of how they would reflect on the poster, colleagues, the District, its students, patrons, and employees.

#### **Remember Your Audience**

Be aware that a presence in the social media world is or easily can be made available to the

publishing to ensure the post will not unnecessarily alienate, harm, or provoke any of these groups.

### Contact with Students

Pursuant to the Code of Ethics for Idaho Professional Educators, individuals shall maintain a professional relationship with all students, both inside and outside of the classroom. In order to avoid the appearance of partiality or impropriety, all electronic communications with students should be through the official District e-mail or your work phone. Do not list current students as friends on social media sites, do not give students your personal e-mail address or phone number, and do not text students.

### Keep Personal and Professional Use Separate

Staff members who decide to engage in personal social media activities will maintain separate professional and personal email addresses. Staff members will not use their District email address for personal social media activities. Such uses will be considered a violation of District policy and may result in disciplinary action. The District reserves the right to monitor communications transmitted and received through the District network. This may include social media messages and updates sent to a District email account.

### District Social Media Sites

**Notify the District:** Employees that have or would like to start a school social media page should contact their Superintendent or designee. All District pages must have an appointed employee who is identified as being responsible for content. Districts should outline the duties of the employee responsible for the site, including how often the site must be checked for comments and who is allowed to post to the site. Superintendents should be aware of the content on the site, arrange for periodic monitoring of the site, and for the receipt and addressing of any complaints about the content on the site. The Superintendent reserves the right to shut down or discontinue the site if he or she believes it is in the best overall interest of the students.

**Have a Plan:** Districts should consider their messages, audiences, and goals, as well as their strategy for keeping information on social media sites up to date, accurate, and in the best interest of the students.

**Protect the District Voice:** Posts on District affiliated social media sites should protect the District's voice by remaining professional in tone and in good taste. Carefully consider the naming of pages or accounts, the selecting of pictures or icons, compliance with District policy, state, and federal laws with regard to student and employee confidentiality, and the determination of content.



### **Abused and Neglected Child Reporting**

The personal safety and welfare of each child is of paramount concern to the Board of Trustees, employees and patrons of the School District. It is of particular importance that employees within the District become knowledgeable and thoroughly educated as to their legal and ethical responsibilities regarding observation and reporting of suspected child abuse, child abandonment, or child neglect. The Superintendent shall review with staff the legal requirements concerning suspected child abuse at the commencement of each year.

"Abuse" is defined in I.C. § 16-1602 of the Idaho Code as any case in which a child has been the victim of conduct or omissions resulting in skin bruising, bleeding, malnutrition, burns, fracture of any bone, subdural hematoma, soft tissue swelling. Abuse is further defined in I.C. 16-1602 to include sexual conduct including rape, molestation, incest, prostitution, obscene or pornographic photographing, filming or depiction for commercial purposes, or other similar forms of sexual exploitation harming or threatening the child's health or welfare or mental injury to the child abandonment or neglect.

"Abandoned" is defined as the failure of the parent to maintain a normal parental relationship with his child including, but not limited to, reasonable support or regular personal contact. Failure to maintain this relationship without just cause for a period of one (1) year is evidence of abandonment. I.C. § 16-1602(2).

"Neglected" means a child: Who is without proper parental care and control, or subsistence, education, medical or other care or control necessary for his well-being because of the conduct or omission of his parents, guardian or other custodian or their neglect or refusal to provide them with these items; .... See I.C. § 16-1602(25).

A District employee who has reasonable cause to suspect that a student may be an abused, abandoned, or neglected as defined above or who observes a child being subjected to conditions which would reasonably result in abuse, abandonment, or neglect shall report or cause to be reported, such a case to local law enforcement or the Department of Health and Welfare within twenty four (24) hours.

The School District employees of the District shall notify their supervisor immediately of the case. The supervisor shall immediately notify the Superintendent or the Superintendent's designee, who shall in turn report or cause to be reported, the case to local law enforcement or the Department of Health and Welfare.

Any person who has reason to believe that a child has been abused, abandoned or neglected and, acting upon that belief, makes a report of abuse, abandonment or neglect as required in Idaho Code § 16-1605 is immune from any liability, civil or criminal, that might otherwise be incurred or imposed. Any person who reports that a child has been abused, abandoned, or neglected in bad faith or with malice is not entitled to immunity from any civil or criminal liability that might otherwise be incurred or imposed. I.C. § 16-1606.

In addition, "any person who makes a report or allegation of child abuse, abandonment, or neglect knowing the same to be false or who reports or alleges the same in bad faith or with malice shall be liable to the party or parties against whom the report was made for the amount of actual damages sustained or statutory damages of five hundred dollars (\$500), whichever is greater, plus attorney's fees and costs of suit. If the court finds that the defendant acted with malice or oppression, the court may award treble actual damages or treble statutory damages, whichever is greater." I.C. § 16-1607

Any District employee who fails to report a suspected case of abuse, abandonment, or neglect to the Department of Health and Welfare or local law enforcement, or who prevents another person from doing so, may be civilly liable for the damages proximately caused by such failure or prevention, and is guilty of a misdemeanor. The employee will also be subject to disciplinary action up to and including termination.

**Report of Suspected Child Abuse, Abandonment or Neglect**

Original to: Local Law Enforcement \_\_\_\_\_

Department of Health and Welfare \_\_\_\_\_

Copy to: Superintendent \_\_\_\_\_

Building Principal \_\_\_\_\_

From: Title:

School: Phone:

Persons contacted:  Principal  Teacher  School Nurse  Other Name of

Minor: Date of Birth:

Address: Phone:

Date of Report: Attendance Pattern:

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

\_\_\_\_\_

Mother: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Guardian or Step-Parent:

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

Address: \_\_\_\_\_ Any suspicion of

injury/neglect to other family members:

\_\_\_\_\_  
\_\_\_\_\_

Nature and extent of the child's injuries, including any evidence of previous injuries, and any other information which may be helpful in showing abuse or neglect, including all acts which

lead you to believe the child has been abused, abandoned and/or neglected:

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Previous action taken, if any: \_\_\_\_\_

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Follow-up by Local Law Enforcement/Department of Health and Welfare (copy to be completed and returned to the Superintendent/Building Principal):

Date Received: Date of Investigation:

**Dietrich Blue Devil**

**Junior High/High School**



**Student**

**Handbook**

**2023-2024**

**School Year**

## **Dietrich Student Handbook 2023-2024**

**Vision:** Dietrich School Districts vision is to maintain a culture where Respect, Integrity, and Perseverance are cultivated. Operate a safe and welcoming school where each student is challenged to achieve excellence in preparation for college, career, and a productive life.

**Mission:** We exist to **educate, empower, and prepare** students for a productive life.

**Values:** Perseverance, Integrity, Respect

### **2023-2024**

#### **Student Council Members:**

**Student Body President-Rylie Hoskisson**

**Student Body Vice President-Tallie Christiansen**

**Student Body Secretary –Jessika Power**

**Student Body Treasurer –Reagan Christiansen**

#### **Bell Schedule: Jr. High and High School**

1st period 8:03-9:01

Breakfast 9:01-9:10

Advisory 9:10-9:29

2nd Period 9:31-10:27

3rd Period 10:29-11:25

4th Period 11:27-12:23

Lunch 12:23-12:51

5th Period 12:53-1:49

6th Period 1:51-2:47

7th Period 2:49-3:45

#### **Important Dates:**

August 21 - First Day of School

September 4 - Labor Day, No School

Homecoming - TBA

October 19 - End of First Quarter

October 25 - Parent Teacher Conferences

November 11 - Veteran's Day

November 22-23 - Thanksgiving Break

December 14, 18, 19 - Finals  
December 19 - End of First Semester  
December 20 - January 1 - Winter Break  
January 2 - Second Semester Begins  
March 7 - End of Third Quarter  
March 14 - Parent Teacher Conferences  
March 25-28 - Spring Break, No School  
May 20 - Graduation  
May 20-22 - Finals Week  
May 22 - Last Day of School

### **Attendance**

*It is important to the school board and the administration that all students attend school regularly. Students are allowed 10 absences per semester. If a student goes over those absences in any class they will need to appeal to the Attendance appeal committee. Students will need to follow the attendance appeal process in order to receive credits in classes that they go over 10 absences. If the student does not agree with the decision of the committee, they may then appeal to the school board in order to receive credit.*

### **Tardy Policy**

*Students will be allowed 3 tardies per class per semester. Once a student has gone over 3 tardies they will receive 30 minutes detention for each additional tardy per class. Detention will be administered by the classroom teacher and/or the principal.*

### **Student Dress Code**

- *Pants that cannot be held up without a belt are not allowed.*
- *Shorts and skirts must be at least mid-thigh in length when seated.*
- *Clothing that reveals any midriff, cleavage, underwear, and clothing that has large arm holes are prohibited.*
- *No spandex, leggings or other form-fitting garments may be worn, unless covered by other garments.*
- *Sleeveless garments must be hemmed and extend to the ends of the shoulders and fit closely under the arms. (no tank tops, halters, spaghetti straps)*
- *Undergarments must not be visible.*
- *No sunglasses may be worn in school*
- *Pajamas are not appropriate*

*Vulgar, offensive messages: Students shall not wear clothing items that contain messages that are vulgar, offensive, obscene, or libelous; that denigrate others on the basis of race, color, religion, creed, national origin, gender, sexual orientation, or disability; that promote alcohol or drug use or violence; or that are otherwise contrary to the school's educational mission.*

*Body Piercings: Wearing jewelry or other objects in body piercing-in places such as: face, belly buttons, eyes, arms, hands, tongues, and feet are prohibited for health and safety reasons.*

*Earrings are allowed.*

*Unless the principal or designee indicates otherwise, students will wear footwear at all times.*

*Head Coverings: Head coverings are not to be worn in the school building or during regular school hours with the exception of head coverings for medical purposes or religious observances.*

*P.E./ Athletic Practice: Students in P.E. and/or Athletics shall wear district provided uniforms or appropriate gym clothing. Clothing that is ripped, torn, or excessively revealing such as shirts with abnormally large arm holes shall not be worn.*

*If the Principal/Superintendent determines that a student's attire is disruptive to the educational atmosphere, or is detrimental to the health and safety of the student or other students, that student will be required to have clothing brought from home. Parents/Guardians will be notified each time a student is asked to change their clothing because of inappropriate attire. If contact cannot be made with Parents/Guardians, the student will be asked to turn the article of clothing inside out or wear acceptable clothing as directed by the Principal/Superintendent. This policy applies to all school sponsored activities.*

*Repeated failure to follow this policy may result in further discipline.*

*If a conflict arises in the interpretation of this policy, the interpretation of the building principal/designee shall be final.*

### **Public Displays Of Affection**

*Being overly affectionate in school creates an environment that is not conducive to concentration and learning, therefore students must refrain from inappropriate, intimate behaviors on campus or at school related events & activities. Students are expected to show good taste and conduct themselves respectfully at all times. Inappropriate public displays of affection will not be tolerated. This behavior will result in imposition of any of the disciplinary actions outlined in the discipline policy.*

### **Academic Eligibility**

*In order to compete in school funded athletic events, a student must meet district requirements as outlined in district policy 3380. All athletic students must comply with the IHSAA rules and regulations. In addition, a grade check will be done bi-weekly starting the second week of school. There will be one grade check done every other week. Typically grade checks will be done on Tuesday afternoon. Any athlete who has any semester grade lower than 65 at grade check will be placed with a warning for the first two-week block. At the next grade check if the semester grade is still below 65 they will be ineligible to play until the next grade check. Ineligible students will receive a grade check after one week. Once a student has improved their semester grade to 65 at grade checks, they will be eligible to participate again. Students will be informed of warnings and ineligibility by their coach and/or the Principal, Athletic Director. Any student who goes over their allotted 10 absences per semester will also be ineligible to participate in athletic events. In the case that a student goes over their absences they can appear before the athletic board in order to continue participating. If a student is eligible at the end of regular season, they will be eligible through tournament participation.*

#### **1. Athletic Practices**

- A. Saturday practices will not be held unless approved by the Superintendent.
- B. Administration will place scheduling Friday games as the top priority.
  - i. Coaches must request from the Superintendent to hold practices on Friday. When Friday practices are approved by the Superintendent all team and individual activities must be completed by 10 a.m.
- C. Non Conference games will not be scheduled Monday- Wednesday if they are more than 60 miles from Dietrich Schools.
- D. The athletic practice schedules are determined by the head coach, building athletic director, and administration, in accordance with the rules and regulations of the IHSAA. Practices and training regulations must be carefully planned in order to minimize the potential for detrimental effects upon the health of the participants.
  - a. High School Practices are not to be held during school hours.
  - b. Junior High Practices are to be held no longer than an hour and a half.



- c. High School Practices are to be held no longer than 2 hours.
- d. This length of time is exclusive to dressing, showering, and team meetings.
- e. All team meetings should take place at Dietrich Schools. Team socials may take place at other locations but must be approved by the Principal and/or Athletic Director.

### **Cell Phone / Electronic Devices**

*Cell phone use during the school day has become a serious classroom distraction. To keep the focus on learning, and distractions to a minimum, cell phones must be off and put away from 8:01 A.M. to 3:45 P.M., except during the designated lunch time outlined in the bell schedule. Cell phones may not be used during passing periods.*

*We understand that families enjoy the convenience of communicating important family news by cell phones. However, because conversations infringe on the teacher and other students in the class, we ask families to leave emergency messages with our secretary, at 208-544-2158.*

*During school and school sponsored activities, students will comply with this policy and with administrative and staff member directives regarding use. Students are required to turn cell phones and other portable electronic devices over to school personnel when requested. Students who refuse to do so are subject to disciplinary action. The district assumes no responsibility for loss or damage to personal property of students, including cell phones and other portable electronic devices, whether in the possession of students or if confiscated by school personnel pursuant to this policy.*

*Possession of a cellular telephone or other ECD (Electronic Communication Device), by a student is a privilege, which may be forfeited by any student who fails to abide by the terms of this policy, or otherwise engages in misuse of the device so as to violate the law or any other school or District rule. The following violations may result in disciplinary action:*

- *Accessing and/or viewing an internet site that is otherwise blocked to students at school.*
- *Sending an email, text message or other communication that harasses, intimidates, threatens, bullies, or discriminates against another individual.*
- *Using a camera device at school or a school-sponsored event to take, send, download or upload a harassing, threatening, or embarrassing photograph of anyone.*
- *Using a camera in a restroom, dressing room, or locker room.*
- *Using a camera or other recording device to record or capture the content of tests, assessments, homework, or classwork without expressed prior permission from the instructor.*
- *Using an ECD in a manner that could cause damage to an individual or the school community or create the danger of disruption of the academic environment.*
- *The contents of a cellular phone, camera, or other ECD may be searched to determine ownership, to identify emergency contacts, or upon reasonable suspicion that a school or District rule or the law has been violated.*
- *A cellular telephone or ECD that has been confiscated and not turned over to law enforcement will be released/returned to the parent/guardian when no longer necessary for investigation or disciplinary*

proceedings. As appropriate, the cellular telephone or ECD may be returned directly to the student.

- Cell phones that have been confiscated, due to violation of this policy may be picked up after school by the student for the first offense. If any subsequent offenses occur, the cell phone must be picked up after school by a parent/guardian only.

Refer to Policy 3265A2 and 3260

### **School Issued Chromebooks**

Students at Dietrich schools have access to and the option to use school issued Chromebook devices for schoolwork. Students using school issued Chromebooks are expected to use them properly and take care of them. The devices are school property and students are responsible for keeping them in good working order while they are being used.

Permission to use a Chromebook can be taken away at any time at the discretion of Dietrich School employees.

Students are expected to and/or not do the following with the devices:

- Keep Chromebooks in good physical condition - students are not to write on the devices, apply stickers/tape, or damage/deface the device in any manner.
- Use devices to access inappropriate sites or to send inappropriate messages. School issued devices should be used for school purposes only.
- Students are responsible for their own device. Students should not use or take the device of another student. Students will be help accountable for the condition of the device issued to them.
- Use of Chromebooks is a privilege, not a requirement. If a student can not meet the expectations set forth, Dietrich Schools reserves the right to disallow the use of devices for students.

### **Lunch/Breakfast**

Students will be expected to eat meals in the lunchroom. Food is not to be taken to other parts of the building, especilly upstairs where the majority of the flooring is carpet. If a student has food in an area that they are not supposed to, they will be redirected to the lunchroom or asked to throw the food away. Exceptions can be made for club/team meetings at lunch or other related activities. Food is not to be stored in lockers. It becomes a health and maintenace issue that will not be tolerated.

### **IDLA Tuition and Fees**

The district will pay for the tuition and registration for the IDLA classes only under the conditions that the course is required for graduation and is not being offered through the Dietrich School traditional class setting. In cases where the District is responsible to pay, the District shall pay the tuition and registration fee once per student per required course. The student and/ or his/her family will be responsible to pay the tuition or registration each succeeding time the student takes the course, regardless of the reason it is being taken. In cases where the student pays tuition, tuition shall be paid prior to the student being registered for the class.

### **Student Discipline**

Disciplinary action may be taken against any student guilty of gross disobedience or misconduct, including, but not limited to:

1. Habitual truancy;
2. Incurrigibility;
3. Academic dishonesty;
4. Conduct continuously disruptive of school discipline or of the instructional effectiveness of the District;
5. Conduct or presence of a student when the same is detrimental to the health and safety of other pupils;
6. Using, possessing, distributing, purchasing, or selling tobacco products;
7. Using, possessing, distributing, purchasing, or selling alcoholic beverages. Students who are under the influence are not permitted to attend school functions and are treated as though they had alcohol in their possession;

8. Using, possessing, distributing, purchasing, or selling illegal drugs or controlled substances, look-alike drugs, and drug paraphernalia. Students who are under the influence are not permitted to attend school functions and are treated as though they had drugs in their possession;
9. Assembly or public expression that advocates the use of substances that are illegal to minors or otherwise prohibited within this policy;
10. Using, possessing, controlling, or transferring a weapon in violation of the "Possession of Weapons in a School Building" section of this policy;
11. Using, possessing, controlling, or transferring any object that reasonably could be considered or used as a weapon;
12. Disobeying directives from staff members or school officials or rules and regulations governing student conduct;
13. Using violence, force, noise, coercion, threats, intimidation, fear, or other comparable conduct toward anyone or urging other students to engage in such conduct;
14. Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person's property;
15. Engaging in any activity that constitutes disorderly conduct, an interference with school purposes or an educational function or any disruptive activity;
16. Unexcused absenteeism however, the truancy statutes and Board policy will be utilized for chronic and habitual truants;
17. Hazing – For purposes of this policy, the term "hazing" shall have the meaning set forth in I.C. § 18-917;
18. Initiations
19. The forging of any signature, or the making of any false entry, or the authorization of any document used or intended to be used in connection with the operation of the school.

These grounds for disciplinary action apply whenever the student's conduct is reasonably related to school or school activities, including, but not limited to:

1. On, or within sight of, school grounds before, during, or after school hours or at any other time when the school is being used by a school group;
2. Off school grounds at a school-sponsored activity, or event, or any activity or event which bears a reasonable relationship to school;
3. Traveling to and from school or a school activity, function, or event; or
4. Anywhere, including off-campus, if the conduct may reasonably be considered to be a threat or an attempted intimidation of a student or staff member, or an interference with school purposes of an educational function.

#### Disciplinary Measures

Disciplinary measures include, but are not limited to:

1. Expulsion;
2. Suspension;
3. Detention (before school, after school, and/or during lunch), including Saturdays;
4. Clean-up duty;
5. Loss of student privileges;
6. Loss of bus privileges;
7. Notification to juvenile authorities and/or police; and
8. Restitution for damages to school property.

No person who is employed or engaged by the District may inflict or cause to be inflicted corporal punishment on a student. Corporal punishment does not include, and District personnel are permitted to use, reasonable force as needed to maintain safety for other students, school personnel or other persons, or for the purpose of self-defense.

#### Gun-Free Schools

A student who is found to be using, possessing, controlling, or transferring a firearm, or any object that can reasonably be considered, or looks like, a firearm, shall be disciplined as deemed appropriate by the administration and board which may include expulsion. The building administrator shall notify the appropriate law enforcement agency of any student who brings a firearm to school.

*If a student violating this policy is identified as disabled, either under the IDEA or Section 504, a determination must be made whether the student's conduct is related to the disability. If the violation of the policy is due to a disability recognized by the IDEA or Section 504, lawful procedures for changes in placement must be followed. Any student subject to an expulsion shall be entitled to a hearing before the Board, in accordance with Idaho Code and Policy 3340.*

#### Possession of a Weapon On School Property – Misdemeanor

*No person shall possess a firearm or other deadly or dangerous weapon while on school property or in those portions of any building, stadium or other structure on school grounds which, at the time of the violation, are being used for an activity sponsored by or through a school in this state or while riding school provided transportation. This also applies to students of schools while attending or participating in any school sponsored activity, program or event regardless of location.*

*As used in this section of this Policy only:*

- 1. "Deadly or dangerous weapon" means any weapon as defined in 18 U.S.C. section 930; and*
- 2. "Firearm" means any firearm as defined in 18 U.S.C. section 921;*

*Any person who possesses, carries or stores a weapon in a school building or on school property, except as provided below, face disciplinary action by the District, and be referred to law enforcement if deemed necessary.*

*The Board may grant persons and entities advance permission to possess, carry, or store a weapon in a school building. All persons who wish to possess, carry, or store a weapon in a school building shall present this request to the Board in a regular meeting. It is solely within the Board's discretion whether to allow a person to possess, carry or store a weapon in a school building.*

*This section of this policy does not apply to:*

- 1. Law enforcement personnel;*
- 2. Any adult over eighteen (18) years of age and not enrolled in a public or private elementary or secondary school who has lawful possession of a firearm or other deadly or dangerous weapon, secured and locked in his vehicle in an unobtrusive, non-threatening manner;*
- 3. A person who lawfully possesses a firearm or other deadly or dangerous weapon in a private vehicle while delivering minor children, students, or school employees to and from school or a school activity; or*
- 4. An employee of the school or District or other person who is authorized to carry a firearm with the permission of the Board of Trustees of the District or the governing board.*

#### Delegation of Authority

*Each teacher, and any other school personnel when students are under his or her charge, is authorized to impose any disciplinary measure, other than suspension or expulsion, corporal punishment, or in-school suspension, which is appropriate and in accordance with the policies and rules on student discipline. Teachers may remove students from a classroom for disruptive behavior.*

#### Detention

*For minor infractions of school rules or regulations, or for minor misconduct, staff may detain students. Students may be required to attend detention outside the regular school day.*

*Preceding the assessment of such punishment, the staff member shall inform the student of the nature of the offense charged, and/or the specific conduct that allegedly constitutes the violation. The student shall be afforded an opportunity to explain or justify his or her actions to the staff member. Parents must be notified prior to a student serving an after-school detention.*

*Students detained for corrective action or punishment shall be under the supervision of the staff member or designee.*

#### Corrective Actions and Punishment

*All students shall submit to the reasonable rules of the District. Refusal to comply with written rules and regulations established for the governing of the school shall constitute sufficient cause for discipline, suspension, or expulsion.*

For the purposes of the District's policies relating to corrective action or punishment:

1. "Temporary Suspension" is the exclusion from school or individual classes for a specific period of up to five (5) school days. Administrators may temporarily suspend.
2. "Extended Temporary Suspension" is the exclusion from school or individual classes for an additional ten (10) school days. Only the Superintendent or the Board can extend an initial temporary suspension.
3. "Prolonged Temporary Suspension" is the exclusion from school or individual classes for an additional five (5) school days. Only the Board can extend a temporary suspension for an additional five (5) days and only upon a finding that immediate return to school attendance by the temporarily suspended student would be detrimental to other pupils' health, welfare, or safety.
4. "Expulsion" is the exclusion from school. Only the Board has the authority to expel or deny enrollment to any pupil who is a habitual truant, who is incorrigible, whose conduct is such as to be continuously disruptive of school discipline or of the instructional effectiveness of the school, or whose presence is detrimental to the health and safety of other pupils or who has been expelled from another school district in the State of Idaho or any other state.
5. "Discipline" constitutes all other forms of corrective action or punishment, including brief exclusions from a class for not more than the remainder of the class period and exclusion from any other type of activity conducted by or for the District. Discipline shall not adversely affect specific academic grade, subject, or graduation requirements, as long as all required work is performed.

Except in extreme cases, students will not be expelled unless other forms of corrective action or punishment have failed, or unless there is good reason to believe that other forms of corrective action or punishment would fail if employed. Suspensions or expulsions shall be used only for instances of serious student misconduct. Students with disabilities may also be suspended under these same rules if the suspension will not constitute a change in placement. If a student with a disabling condition accrues ten (10) or more days' suspension per incident, the Child Study Team who has knowledge of the student's disabling condition will determine if there is causal relationship between the disabling condition and the student's misconduct. If such a relationship exists, the student's educational placement may not be changed without parental approval or a court order, pending a due process hearing under IDEA.

Likewise, before a recommendation on the expulsion of a disabled student is submitted to the Board, the Child Study Team must meet to determine if there is a causal relationship between the disabling condition and the student's misconduct. The Board shall consult legal counsel before expelling any disabled student. When a disabled student is acting in such a way that he or she poses a danger to himself or herself or to another student or property, or substantially disrupts his or her educational program or that of other students, an emergency suspension may take place. Emergency suspensions may not last longer than ten (10) school days. The principal shall convene the Team for reviewing the student's record before the student is readmitted to school and no later than the tenth (10<sup>th</sup>) day of suspension.

## **Grievance Procedure**

### **Level 1: Informal**

An individual with a complaint is encouraged to first discuss it with the teacher, counselor, or building administrator involved, with the objective of resolving the matter promptly and informally. An exception is that complaints of sexual harassment should be discussed with the first line administrator that is not involved in the alleged harassment.

### **Level 2: Principal**

If the complaint is not resolved at Level 1, the grievant may file a written grievance stating:

1. The nature of the grievance; and
2. The remedy requested.

It must be signed and dated by the grievant. The Level 2 written grievance must be filed with the principal within sixty (60) days of the event or incident, or from the date the grievant could reasonably become aware of such occurrence.

If the complaint alleges a violation of Board policy or procedure, the principal shall investigate and attempt to resolve the complaint. If either party is not satisfied with the principal's decision, the grievance may be advanced to Level 3 by requesting in writing that the Superintendent review the principal's decision. This request must be submitted to the Superintendent within fifteen (15) days of the principal's decision.

#### Level 3: Superintendent

Upon receipt of the request for review, the Superintendent shall schedule a meeting between the parties and the principal. The parties shall be afforded the opportunity to either dispute or concur with the principal's report. The Superintendent shall decide the matter within ten (10) days of the meeting and shall notify the parties in writing of the decision. If the Superintendent agrees with the recommendation of the principal, the recommendation will be implemented. If the Superintendent rejects the recommendation of the principal, the matter may either be referred to an outside investigator for further review or resolved by the Superintendent.

If either party is not satisfied with the decision of the Superintendent, the Board is the next avenue for appeal. A written appeal must be submitted to the Board within fifteen (15) days of receiving the Superintendent's decision. The Board is the policy-making body of the school, however, and appeals to that level must be based solely on whether or not policy has been followed. Any individual appealing a decision of the Superintendent to the Board bears the burden of proving a failure to follow Board policy.

#### Level 4: The Board

Upon receipt of a written appeal of the decision of the Superintendent, and assuming the appeal alleges a failure to follow Board policy, the matter shall be placed on the agenda of the Board for consideration not later than their next regularly scheduled meeting. A decision shall be made and reported in writing to all parties within thirty (30) days of that meeting. The decision of the Board will be final.

### Drug Free School Zone

The Board recognizes that the misuse of drugs is a serious problem with legal, physical and social implications for the entire school community. As the educational institution of this community, the schools should strive to prevent drug abuse.

For purposes of this policy, "Drugs" shall mean:

- A. all dangerous controlled substances as so designated and prohibited by Idaho law;
- B. all chemicals which release toxic vapors;
- C. all alcoholic beverages;
- D. any prescription or patent drug, except those for which permission to use in school has been granted pursuant to Board policy;
- E. "look-alikes";
- F. anabolic steroids;
- G. any other illegal substances so designated and prohibited by law.

In accordance with Federal law, the Board hereby establishes a "Drug-Free School Zone" on school property. The Board prohibits the use, possession, concealment, delivery, or distribution of any drug or any drug-related paraphernalia at any time on District property, within the Drug-Free School Zone, or at any district-related event.

Furthermore, the Superintendent shall take the necessary steps to ensure that an individual eighteen (18) years of age or older who knowingly delivers or distributes controlled substances so designated and prohibited by Idaho law within the Drug-Free School Zone to another person is prosecuted to the fullest extent of the law.

The Superintendent shall prepare guidelines for the identification and elimination of drug use in the schools. Such guidelines shall emphasize the prevention of drug use and include a statement to students that use of illicit drugs and the unlawful possession of alcohol is harmful. The student handbook shall provide standards of conduct that are applicable to all students which clearly prohibit, at a minimum, the unlawful possession, use, or distribution of illicit drugs and alcohol by students on school premises or as a part of any school activity.

Sanctions for violation of this or any other policy which addresses illegal drug and alcohol possession, use or distribution may include, together with punitive action, voluntary referral to appropriate persons or agencies for screening and assessment.



### **Tobacco use and possession**

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

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

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

#### **Definition**

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

### **Alcohol abuse**

*The Board recognizes that use of alcohol and drugs is a serious problem and that the presence of drugs in school is detrimental to the educational environment and harmful to the health, safety and welfare of students and staff. It is the desire of the District to help those in need of alcohol and drug intervention and at the same time to protect others that are affected by the presence of alcohol and drugs and to enforce the policies of the District relating to use, possession or being under the influence of alcohol or controlled substances, as that term is defined in Idaho Code. It is the philosophy of the District that the District will help those who desire to help themselves.*

*The District's desire is to create an environment where students feel safe from the many harmful influences that are prevalent in our society. For those students that come forward and voluntarily disclose using or being under the influence of alcohol or drugs while on school property or at a school function, prior to the District having reasonable suspicion, the District will provide counseling to any such student and make recommendations for referral to appropriate agencies for screening and assessment. The parent or legal guardian of the student will be immediately notified and the District will cooperate with and work with the parent in the establishment of a plan to assist the student in whatever means are deemed necessary and appropriate. Only persons on a "need to know" basis may receive information regarding a voluntary disclosure, except when deemed reasonably necessary to protect the health and safety of others.*

*The mere fact that a student previously disclosed use of alcohol or a controlled substance, in and of itself, shall not establish reasonable suspicion at a later date.*

*If the District has reasonable suspicion (based upon reliable information received or the personal observations of staff) to believe that a student is using or is under the influence of alcohol or a controlled substance and the student has not voluntarily disclosed such use or influence, the District may take whatever action is deemed appropriate, including but not limited to, notifying the parent or legal guardian and notifying local law enforcement. The following shall be used as a guide in determining what procedures may be followed when this occurs, however, the specific procedure may, in large part, depend upon the circumstances in each case:*

- 1. Upon reasonable suspicion, the student will be asked if he or she has used or is under the influence of alcohol or drugs;*
- 2. If the student admits to the use, the student's parent/legal guardian will be immediately called;*
- 3. The student will be asked to reveal the circumstances involving the use of alcohol and/or drugs and asked if any other students were involved;*
- 4. Law enforcement will be called when deemed appropriate;*
- 5. The student will be immediately suspended from school, and depending upon the circumstances, may be suspended for up to twenty (20) days and/or recommended for expulsion;*
- 6. As a condition of readmission, the student and parent will agree to undergo assessment and counseling for alcohol and/or drug use. The District will provide counseling services and any other services available to the student and/or the student's parents;*
- 7. If the student does not admit to the use of alcohol and/or drugs and the staff member(s) in charge, after talking to the student, still believes that the student used or was/is under the influence of alcohol and/or drugs, an*

investigation will be conducted, which may include a search of the student's locker, car, desk or any other school property used by the student may be subject to search. In addition, law enforcement will be called immediately as will be the parent/guardian. The student will be suspended from school pending an investigation. If the investigation shows that, more likely than not, the student used or was under the influence of drugs and/or alcohol, a recommendation for expulsion will be made to the Board of Trustees. The student will be entitled to full due process prior to being expelled from school. As a condition of readmission, the Board may require that the student undergo assessment and counseling for alcohol and/or drug use.

### Search and Seizure

To maintain order and security in the schools, school authorities are authorized to conduct reasonable searches of school property and equipment, as well as of students and their personal effects.

*School Property and Equipment as well as Personal Effects Left There by Students.*

School authorities may inspect and search school property and equipment owned or controlled by the school (such as lockers, desks, and parking lots), as well as personal effects left there by the student, without notice or consent of the student. This applies to student vehicles parked on school property.

The Superintendent may request the assistance of law enforcement officials to conduct inspections and searches of lockers, desks, parking lots, and other school property and equipment for illegal drugs, weapons or other illegal or dangerous substances or material, including searches conducted through the use of specially trained dogs.

### Students

School authorities may search the student and/or the student's personal effects in the student's possession when there is reasonable ground for suspecting that the search will produce evidence the particular student has violated or is violating the law or the District's student conduct rules. The search itself must be conducted in a manner that is reasonably related to its objectives and not excessively intrusive in light of the age and sex of the student and the nature of the infraction.

### Seizure of Property

If a search produces evidence that the student has violated or is violating the law or the District's policies or rules, such evidence may be seized and impounded by school authorities, and disciplinary action may be taken. When appropriate, such evidence may be transferred to law enforcement authorities.

### Searches and Seizure

The following rules shall apply to any searches and the seizure of any property by school personnel:

1. The Superintendent, principal, and the authorized assistants of either shall be authorized to conduct any searches or to seize property on or near school premises, as further provided in this procedure.
2. If the authorized administrator has reasonable suspicion to believe that any locker, car or other container of any kind on school premises contains any item or substance which constitutes an imminent danger to the health and safety of any person or to the property of any person or the District, the administrator is authorized to conduct a search of any car or container and to seize any such item or substance.
3. The authorized administrator may perform random searches of any locker, car or container of any kind on school premises without notice or consent.
4. If the authorized administrator has any reasonable suspicion to believe that any student has any item or substance in his or her possession, which constitutes an imminent danger to the property of any person or the District, the administrator is authorized to conduct a search of any car or container and to seize any such item or substance.
5. No student shall hinder, obstruct, or prevent any search authorized by this procedure.
6. Any search or seizure authorized in this procedure shall be conducted in the presence of at least one (1) adult witness, and a written record of the time, date, and results shall be made by the administrator. A copy shall be forwarded to the Superintendent as soon as possible.
7. In any instance where an item or substance is found which would appear to be in violation of the law, the circumstance shall be reported promptly to the appropriate law enforcement agency.



8. *In any situation where the administrator is in doubt as to the propriety of proceeding with any search or seizure, the administrator is authorized to report to and comply with the directions of any public law enforcement agency.*

#### **BULLYING AND HARASSMENT**

*The Dietrich School District is committed to providing a positive and productive learning and working environment. Hazing, harassment, intimidation, menacing, or bullying by students, staff or third parties is strictly prohibited and will not be tolerated in the district. It is expected that if a student is subject to any of the above mentioned behaviors that they and or their parents will contact a teacher and or the building principal and it will be investigated fully with documentation.*

Membership

The District is governed by a Board of Trustees consisting of 5 Members. Each Member is to represent a different trustee zone unless a Trustee was appointed at-large to fill a Board vacancy. The Board's powers and duties include the broad authority to adopt and enforce all necessary policies for the management and government of the public schools. Except as otherwise provided by law, Trustees shall hold office for terms of four years until January 1 of the year in which the Trustee's term expires.

When a change in the boundaries of a duly elected Trustee's zone causes them to no longer reside in the zone they were elected to serve, the Trustee shall be allowed to remain in office for the remainder of their term. This shall not apply to a Trustee who resides at a different address from the one they resided at when the election took place. In such cases and in cases where the Trustee was appointed to represent a zone they no longer reside within, a vacancy shall be declared as described in Policy 1140.

All Trustees shall participate on an equal basis with other Members in all Board business. Official action by Board Members must occur at a duly called and legally conducted meeting. A meeting of the Board means convening to make a decision or to deliberate toward a decision on any matter.

School Board Members, as individuals, have no authority over school affairs or personnel, except as provided by law or as authorized by the Board.

- |                   |             |                                    |
|-------------------|-------------|------------------------------------|
| Cross Reference:  | 1140        | Board Vacancies                    |
| Legal References: | IC § 33-313 | Trustee Zones                      |
|                   | IC § 33-501 | Board of Trustees                  |
|                   | IC § 33-504 | Vacancies on Boards of Trustees    |
|                   | IC § 74-202 | Open Public Meetings – Definitions |

Policy History

Adopted on: March 2014  
Revised on: August 2023  
Reviewed on:

**Dietrich School District #314**

**INSTRUCTION**

**2130**

Research Studies

The Dietrich School District recognizes the value of participation in educational research. Studies using observation, surveys, and experimentation can aid in the improvement of instructional programs in the school system as well as growth in the profession for individual teachers and researchers.

Simultaneously, the District recognizes that the amount of time available for student learning is limited and must be handled carefully. It is, therefore, important that only those research studies that are of the greatest value to the District be allowed to be conducted in the school system.

All research proposals from outside sources shall be submitted in prospective form, with the instruments attached, to the Superintendent at least three weeks prior to the date on which the research study is to be conducted. The prospectus must include the researcher's name, address, and phone number, as well as a description of the purpose of the study, the procedures to be used, the treatment of the data, and the distribution of the study. The Superintendent shall approve or disapprove all research studies. Approval shall be based on educational significance, project design, and lack of disruption to the regular school process. The primary criteria in approving research studies will be the value to the District. A final copy of the study shall be provided free of charge to the District.

Research studies making use of any survey, test, questionnaire, enumeration, or measuring device shall comply with all applicable requirements noted in Policy 2140.

Cross Reference:      2120                              Program Evaluation and Diagnostic Tests  
                                 2140                              Student and Family Privacy Right

Legal References:    IC § 33-6000                      Parental Rights

Policy History:

Adopted on: June 2014

Revised on: August 2023

Reviewed on:

Student and Family Privacy Rights – Consent Form

The Protection of Pupil Rights Amendment (PPRA), requires the District to notify you and obtain consent or allow you to opt your child out of participating in certain school activities. These activities include student surveys, analyses, or evaluations that concern one or more of the following areas:

1. Political affiliations or beliefs of the student or student's parent;
2. Mental or psychological problems of the student or student's family;
3. Sexuality, including but not limited to sex behavior or attitudes;
4. The student's sex;
5. Illegal, anti-social, self-incriminating, or demeaning behavior;
6. Critical appraisals of others with whom respondents have close family relationships;
7. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
8. Religion, including but not limited to religious practices, affiliations, or beliefs of the student or parents;
9. Individual or family financial information, including but not limited to income;
10. Personal family information.

This requirement also applies to the collection, disclosure, or use of student information for marketing purposes ("marketing surveys"). The following is a schedule of activities requiring parental notice and consent or opt-out for the upcoming school year. This list is not exhaustive and, for surveys and activities scheduled after the school year starts, the District will provide parents, within a reasonable period of time prior to the administration of the surveys and activities, notification of the surveys and activities and provide them with an opportunity to opt their child out, as well as an opportunity to review the surveys. (Please note that this notice and consent/opt-out transfers from parents to any student who is 18 years old or an emancipated minor under State law.)

**College Board Student Interest Surveys**  
**State Department of Education Engagement Student Survey**

If you wish to review any survey instrument or instructional material used in connection with any protected information or marketing survey, please submit a request to **406 N Park St. Dietrich, ID 83324**. The Administration will notify you of the time and place where you may review these materials. You have the right to review a survey and/or instructional materials before the survey is administered to a student.

I \_\_\_\_\_ (parent/guardian's name) give my consent for \_\_\_\_\_ (child's name)  
to take \_\_\_\_\_ (survey name) on or about \_\_\_\_\_ (date).

Parent's signature: \_\_\_\_\_

Please return this form no later than \_\_\_\_\_ (date) to the following school official:

**Dietrich School District**  
**406 N Park St.**  
**Dietrich, ID**  
**83324**

Restrictions on Contracts

Entities Boycotting Israel

For all contracts the District enters into after July 1, 2021 to acquire or dispose of services, supplies, information technology, or construction:

1. For greater than \$100,000; and
2. With a company that employs ten or more people

the District shall include the following written certification in such contract:

“Section 67-2346, Idaho Code, prohibits the Dietrich School District from contracting with any company (of more than ten employees) that engages in a boycott of Israel. Per Section 67-2346, such a boycott means ‘engaging in refusals to deal, terminating business activities, or other actions that are intended to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the state of Israel or territories under its control, or persons or entities doing business in the state of Israel or territories under its control.’ By entering into this agreement, we acknowledge that we do not currently engage in – and will not engage in during the duration of this contract – a boycott against the State of Israel or its territories.”

Entities Owned or Operated by the Government of China

Any contract the District enters into after July 1, 2023, for any services, supplies, information technology, or construction, shall include the following written certification:

“Section 67-2359, Idaho Code, prohibits the Dietrich School District from contracting with any company unless it certifies that it is not currently owned or operated by the government of China – either in whole or in part – and will not be for the duration of the contract. By entering into this agreement, we affirm this company is not currently owned or operated by the government of China – either in whole or in part – and will not be for the duration of the contract.”

Contracts in Violation

If the District has entered or enters into a contract that does not include the required certifications subsequent to the applicable deadlines above, the District has a period of 90 days from discovery of this status to obtain the required certification. If the District fails to obtain such certification within the 90 day period, as a matter of law the contract is declared void.

For all contracts entered into by the District prior to the applicable deadlines above that do not contain the required certifications, the District shall not renew such contract without inclusion of the required certifications.

Legal Reference: IC § 67-2346  
IC § 67-2359

Anti-Boycott Against Israel Act  
Contract With a Company Owned by the  
Government of China Prohibited

Policy History:

Adopted on: August 2023

Revised on:

Reviewed on:

**Dietrich School District**

**SCHOOL FACILITIES**

**9802**

Display of the National Motto

In accordance with state law, the District is prepared to receive donations of a durable poster or framed copy of the national motto, "In God We Trust," and will display it in a conspicuous place if the following conditions are met:

1. The poster or framed copy includes a representation of the United States flag, the flag of the State of Idaho, or both.
2. The background, lettering, and framing on the poster or framed copy include the colors black, white, gold, or silver.
3. The poster or framed copy does not contain any other lettering, verbiage, images, logos, or likeness.
4. The size was approved by the Superintendent or their designee.
5. It was donated to the District.

The Superintendent or designee may reject a donation if the above conditions are not met, and will notify the donor of any unmet conditions where applicable.

Legal References:    IC § 33-141            National Motto

Cross Reference:    4510                            Public Gifts to the Schools

Policy History:

Adopted on: August 2023

Revised on:

Reviewed on:



# **Dietrich School District No. 314**

**5240**

## **PERSONNEL**

### **Sexual Harassment/Sexual Intimidation in the Workplace**

According to the Equal Employment Opportunity Commission, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, including unwanted touching, verbal comments, sexual name calling, gestures, jokes, profanity, and spreading of sexual rumors.

The District shall do everything in its power to provide employees an employment environment free of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communications constituting sexual harassment, as defined and otherwise prohibited by state and federal law. In addition, principals and supervisors are expected to take appropriate steps to make all employees aware of the contents of this policy. A copy of this policy will be given to all employees.

District employees shall not make sexual advances or request sexual favors or engage in any conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment prohibited by this policy includes verbal or physical conduct. The terms "intimidating", "hostile", or "offensive" include, but are not limited to, conduct which has the effect of humiliation, embarrassment, or discomfort. Sexual harassment will be evaluated in light of all of the circumstances.

Aggrieved persons who feel comfortable doing so, should directly inform the person engaging in sexually harassing conduct or communication that such conduct or communication is offensive and must stop.

Employees who believe they may have been sexually harassed or intimidated should contact the Title IX coordinator or an administrator, who will assist them in filing a complaint. An individual with a complaint alleging a violation of this policy shall follow the Uniform Grievance Procedure.

### **Investigation**

When an allegation of sexual harassment is made of any employee, the designated school

1. Protect the grievant from further harassment;
2. Discuss the matter with and obtain a statement from the accused and his or her representative, if any;
3. Obtain signed statements of witnesses; and
4. Prepare a report of the investigation.

### **Confidentiality**

Due to the damage that could result to the career and reputation of any person accused falsely or in bad faith of sexual harassment, all investigations and hearings surrounding such matters will be designed, to the maximum extent possible, to protect the privacy of, and minimize suspicion towards, the accused as well as the complainant. Only those persons responsible for investigating and enforcing this policy will have access to confidential communications. In addition, all persons involved are prohibited from discussing the matter with co-workers and/or other persons not directly involved in resolving the matter.

A violation of this policy may result in discipline, up to and including discharge. Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action, up to and including discharge.

### **Sexual Harassment/Intimidation in the Workplace Policy Acknowledgment Policy 5240F**

I have read and been informed about the content and expectations of the Sexual Harassment/Intimidation in the Workplace Policy. I have received a copy of the policy and agree to abide by the guidelines as a condition of employment and continuing employment by the District.

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Employee Signature

---

Employee Printed Name

---

Date

### **Employee Electronic Mail and On-Line Services Usage Policy 5330**

Electronic mail ("e-mail") is defined as a communications tool whereby electronic messages are prepared, sent, and retrieved on personal computers. On-line services (i.e., the internet) are defined as a communications tool whereby information, reference materials, and messages are sent and retrieved electronically on personal computers.

Internet access and interconnected computer systems are available to the District's faculty. Electronic networks, including the internet, are a part of the District's instructional program in

communication.

In order for the District to be able to continue to make its computer network and internet access available, all users must take responsibility for appropriate and lawful use of this access.

The use of the District's electronic networks shall comply with the selection criteria for instructional materials and library-media center materials. Staff may, consistent with the District's educational goals, use the internet throughout the curriculum.

Because of the unique nature of e-mail/internet, and because of the District's desire to protect its interest with regard to its electronic records, the following rules have been established to address e-mail and internet usage by all employees.

The District e-mail and internet systems are provided for educational purposes only. The District's electronic network is part of the curriculum and is not a public forum for general use.

#### Uses

Use for other informal or personal purposes is permissible within reasonable limits provided it does not interfere with work duties and complies with District policy. All e-mail and internet records are considered District records and should be transmitted only to individuals who have a need to receive them and only relating to educational purposes. Staff has no expectation of privacy in any materials that are stored, transmitted, or received via the District's electronic network or District computers. The District reserves the right to access, monitor, inspect, copy, review, and store, at any time and without prior notice, any and all usage of the computer network and internet access and any and all information transmitted or received in connection with such usage, including email and instant messages.

#### Unacceptable Uses of Network

The following are considered examples of unacceptable uses and constitute a violation of this policy. Additional unacceptable uses can occur other than those specifically listed or enumerated herein:

1. Uses that violate the law or encourage others to violate the law, including local, state, or federal law; information pertaining to the manufacture of weapons; intruding into the networks or computers of others; and downloading or transmitting confidential, trade secret information, or copyrighted materials;
2. Uses that cause harm to others or damage their property, person, or reputation, including but not limited to engaging in defamation; employing another's password or some other user identifier that misleads message recipients into believing that someone other than you is communicating; reading or sharing another person's communications or personal information; or otherwise using his or her access to the network or the internet;
3. Uploading a worm, virus, other harmful form of programming or vandalism; participating in "hacking" activities or any form of unauthorized access to other computers, networks, or other information. Staff will immediately notify the school's system administrator if they have identified a possible security problem. Staff will not go looking for security problems unless authorized by an administrator, because this may be construed as an illegal attempt to gain access;
4. Uses amounting to harassment, sexual harassment, bullying or cyber-bullying defined as

- format that is intended to harm another individual;
5. Uses that jeopardize the security of access and of the computer network or other networks on the internet; uses that waste District resources;
  6. Uses that are commercial transactions, including commercial or private advertising;
  7. The promotion of election or political campaigns, issues dealing with private or charitable organizations or foundations, ballot issues, or proselytizing in a way that presents such opinions as the view of the District;
  8. Sending, receiving, viewing, or downloading obscene materials, materials harmful to minors, or materials that depict the sexual exploitation of minors, or other inappropriate materials;
  9. Sharing one's password with others or allowing them to use one's account;
  10. Downloading, installing, or copying software or other files without authorization of the Superintendent or the Superintendent's designee;
  11. Posting or sending messages anonymously or using a name other than one's own;
  12. Attempting to access the internet using means other than the District network while on campus or using District property;
  13. Sending unsolicited messages such as advertisements, chain letters, and junk mail;
  14. Sending e-mails that are libelous, defamatory, offensive, or obscene;
  15. Notifying patrons or the public of the occurrence of a school election by providing anything other than factual information associated with the election – such as location, purpose, etc. Such factual information shall not promote one position over another;
  16. Downloading or disseminating copyrighted or otherwise protected works without permission or license to do so.

### Records

District records, including e-mail/internet records are subject to public records requests, disclosure to law enforcement or government officials, or to other third parties through subpoena or other processes. The District may review any and all e-mail of any employee, at any time, with or without cause. Consequently, employees should always ensure that all information contained in e-mail/internet messages is accurate, appropriate, and lawful. Please be aware that student-teacher and parent-teacher communication via email is not secure and that any email can become a public record or possibly be obtained by unauthorized users. When communicating with students and parents by e-mail, employees should use their District e-mail rather than a personal e-mail account. E-mail/internet messages by employees may not necessarily reflect the views of the District. Abuse of the e-mail or internet systems, through excessive and/or inappropriate personal use, or use in violation of the law or District policies, will result in disciplinary action, up to and including termination of employment. E-mail messages and internet records are to be treated like shared paper files, with the expectation that anything in them is available for review by the Superintendent.

### Privacy

While the District does not intend to regularly review employees' e-mail/internet records, employees have no right or expectation of privacy in e-mail or the internet, and the District may review any and all e-mail of any employee, at any time, with or without cause. Employees shall not use the District's equipment, e-mail, network, software, etc. to engage in otherwise confidential communications as there is no right or expectation of privacy in any communication using District property and any such communications are subject to review by District personnel. Depending upon content, email/internet communications may potentially be disclosed to any member of the public through a public records request. The District owns the computer

networks, and software making up the e-mail and internet system and permit employees to use them in the performance of their duties for the District.

#### Confidentiality of Student Information

Staff should be aware that conduct on the District's computer and/or using the District's server may be subject to public disclosure depending upon the nature of the communication. A supervising teacher or administrator may authorize the release of directory information, as defined by law, for internal administrative purposes or approved educational projects and activities.

#### Internet Access Conduct Agreements

Each staff member will be required to sign the Employee Electronic Mail and On-Line Services Use Acknowledgment Agreement upon the adoption of this policy or upon hiring.

#### Warranties/Indemnification

The District makes no warranties of any kind, express or implied, in connection with its provision of access to and use of its computer networks and the internet provided under this policy. The District is not responsible for any information that may be lost, damaged, or unavailable when using the network, or for any information that is retrieved or transmitted via the internet. The District will not be responsible for any unauthorized charges or fees resulting from access to the internet, and any user is fully responsible to the District and shall indemnify and hold the District, its Trustees, administrators, teachers, and staff harmless from any and all loss, costs, claims, or damages resulting from such user's access to its computer network and the internet, including but not limited to any fees or charges incurred through purchases of goods or services by the user.

#### Violations

If any staff member violates this policy, they may be subject to disciplinary action. The system administrator and/or the Internet Safety Coordinator and/or the building principal will make all decisions regarding whether or not a user has violated this policy and any related rules or regulations. Actions which violate local, state, or federal law may be referred to the local law enforcement agency.

#### **District Social Media Accounts and Sites Reference Policy 5325/Procedure and Policy.**

**Notify the District:** Employees that have or would like to start a school social media page should contact their Superintendent or designee.

**Purpose:** The purpose of our district social media presence is to engage and inform the public regarding events, programs, and happenings in Dietrich School District #314 (hereafter DSD #314).

**Account Supervision:** Accounts will have an assigned district representative. This representative will monitor activity and will be in charge of managing contributors to the account. It is recommended that content and posts should be monitored weekly, but there may be times where this is not reasonable, it will be expected to be monitored monthly (at minimum).

**Contributors:** Account supervisors may assign others to contribute to the District Social Media sites.

**Content:** Messages and posts should always consider the audience and must promote the mission, vision, and goals of DSD #314. All posts and messages should be made using professional tone and good taste. Information will be updated as frequently as possible and will be in accordance with district policy, state, and federal laws regarding student and employee confidentiality

# Dietrich School District No. 314

5330F

## PERSONNEL

### Employee Electronic Mail and On-Line Services Use Policy Acknowledgment

I have read and been informed about the content, procedures, and expectations of the Employee Electronic Mail and On-Line Services Use Policy. I have received a copy of the policy and agree to abide by the guidelines as a condition of employment and continuing employment by the District.

---

Employee Signature

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Employee Printed Name

---

Date

### Procedures for Releasing Personnel Records to Hiring School Districts Policy 5500P

1. No later than twenty (20) days after receiving a request from a hiring school district under the provisions of I. C. § 12-1210 the District shall provide the information requested and make available to the hiring school district copies of all documents in the past or current employee's personnel file relating to job performance or job related conduct. [Note – The District may provide records in electronic format.]

A. Pursuant to state law, the only information or documentation that the District must provide pursuant to a request under I.C. § 33-1210 is:

- I. All annual evaluations;
- II. Letters of reprimand;
- III. Letters of direction;
- IV. Letters of commendation or award;
- V. Disciplinary actions and documentation of disciplinary investigations;
- VI. Recommendations for probation;
- VII. Notices of probation and notices of removal from probation;
- VIII. Recommendations for termination or nonrenewal;
- IX. Notices of termination or nonrenewal;
- X. Notices from the professional standards commission of Idaho or any other such similar state agency of action taken against an individual's

certificate; and

XI. Any rebuttal documentation filed by the employee relative to any of the above documents.

In an effort to save time and expense in responding to such requests, the District will provide only the above information in response to a request for documentation under I.C. § 33-1210. Names of students or fellow employee complainants, other than the employee's administrative evaluator or other administrative authors of communication to the employee shall be redacted from information provided in response to a request.

2. No Board member or District employee shall enter into any agreement that has the effect of suppressing information about negative job performance by a present or former employee or expunge information about performance or misconduct from any document in an employee personnel file.
3. In fulfilling a request from a hiring school district, the District may choose to expunge information from an employee's personnel file relating to alleged verbal or physical abuse or sexual misconduct that has not been substantiated.
4. In fulfilling a request from a hiring school district, the District shall expunge information from an employee's personnel file on any materials for which disclosure would violate FERPA, HIPAA, or any other applicable federal law. The District shall also redact student names from investigative or other documentation in the employee's/former employee's file as well as any medical documentation.
5. No District employee who in good faith discloses information to the hiring school district either in writing, printed material, electronic material, or orally shall be held civilly liable for the disclosure.

As an employee of Dietrich School District, I have been given the following staff handbook for the 2018-2019 school year. I have read the District policy pertaining to staff within the district and agree to adhere to those policies.

---

Signature of Staff Member Date

Policies that are approved in the August meeting that affect staff

2000,3000,5000 will be added to staff handbook once they are approved.

You can either approve now or do an ammendment to it next month.





**INSTRUCTION**

**2140**

Student and Family Privacy Rights

Surveys - General

Surveys requesting personal information from students, as well as any other instrument used to collect personal information from students, must advance or relate to the District's educational objectives as identified in Board policy. This applies to all surveys, regardless of whether the student answering the questions can be identified and regardless of who created the survey.

Any non curricular-related survey, well-being questionnaire, or health screening must be approved by the Superintendent or designee before it is administered by an employee to any student. For the purposes of this policy, non curricular survey shall mean surveys other than those conducted as part of a student's course of study.

Personally identifiable information from student education records may be disclosed to an educational agency or institution in order to:

1. Develop, validate, or administer predictive tests;
2. Administer student aid programs; or
3. Improve instruction.

In such cases, the school or District shall enter into a written agreement with the receiving organization. The study must not allow identification of individual parents or students by anyone other than representatives of the organization with legitimate interests in the information and the information must be destroyed when it is no longer needed for study purposes.

Surveys Created by a Third Party

Before the District administers or distributes a survey created by a third party to a student, the student's parent(s)/guardian(s) may inspect the survey upon request and within a reasonable time of their request.

This section applies to every survey:

1. That is created by a person or entity other than a District official, staff member, or student;
2. Regardless of whether the student answering the questions can be identified; and
3. Regardless of the subject matter of the questions.

### Surveys Requesting Personal Information

School officials and staff members shall not request, nor disclose, the identity of any student who completes ANY survey containing one or more of the following items:

1. Political affiliations or beliefs of the student or the student's parent/guardian;
2. Mental or psychological problems of the student or the student's family;
3. Behavior or attitudes about sex;
4. Illegal, anti-social, self-incriminating, or demeaning behavior;
5. Critical appraisals of other individuals with whom students have close family relationships;
6. Legally recognized privileged or analogous relationships, such as those with lawyers, physicians, and ministers;
7. Religious practices, affiliations, or beliefs of the student or the student's parent/guardian; or
8. Income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program.

In the case of such surveys, the student's parent(s)/guardian(s) may:

1. Inspect the survey within a reasonable time of the request, and/or
2. Refuse to allow their child to participate in any survey requesting personal information. The school shall not penalize any student whose parent(s)/guardian(s) exercises this opt out option.

In the case of surveys, tests, or measuring devices on the following topics, the survey shall be provided to the parent(s)/guardian(s) and written parental permission shall be obtained before the survey is administered to the student. **Such surveys shall also require Board approval.**

1. A student's sexuality;
2. Sex;
3. Religion;
4. Personal political beliefs;
5. Mental or psychological problems;
6. Personal family information; and
7. Individual or family financial information.

For the purposes of this policy, personal family information means any of the information in this list or any personally identifiable information as defined in Policy 3575 about a student or any of their immediate relatives.

The employee overseeing any test, measurement device, survey, questionnaire, or screening for which such permission is required shall maintain documentation that all required parental and/or administrative permission has been given.

### Instructional Material

A student's parent(s)/guardian(s) may, within a reasonable time of the request, inspect any instructional material used as part of their child's educational curriculum.

The term "instructional material," for purposes of this policy, means instructional content that is provided to a student, regardless of its format, printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or academic assessments.

### Collection of Personal Information from Students for Marketing Prohibited

The term "personal information," for purposes of this section only, means individually identifiable information including:

1. A student's or parent's first and last name;
2. A home or other physical address, including street name and the name of the city or town;
3. Telephone number; or
4. A Social Security identification number.

The District shall not collect, disclose, or use student personal information for the purpose of marketing or selling that information or otherwise providing that information to others for that purpose.

The District, however, is not prohibited from collecting, disclosing, or using personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions such as the following:

1. College or other post-secondary education recruitment or military recruitment;
2. Book clubs, magazines, and programs providing access to low-cost literary products;
3. Curriculum and instructional materials used by elementary schools and secondary schools;
4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments;
5. The sale by students of products or services to raise funds for school-related or education-related activities; and
6. Student recognition programs.

## Notification of Rights and Procedures

The Superintendent or designee shall notify students' parents/guardians of:

1. This policy as well as its availability from the District office upon request;
2. How to opt their child out of participation in activities as provided in this policy;
3. The approximate dates during the school year when an opt-out survey requesting personal information, as described above, is scheduled or expected to be scheduled;
4. How to request access to any survey or other material described in this policy.

This notification shall be given to parents/guardians at least annually at the beginning of the school year and within a reasonable period after any substantive change in this policy.

The rights provided to parents/guardians in this policy transfer to the student when the student turns 18 years of age or is an emancipated minor.

*NOTE: This policy must be adopted in consultation with parents. 20 USC § 1232h(c)(1). Therefore, ISBA recommends that, at a minimum, Boards specifically note this on their meeting agendas and request public comment prior to adoption.*

Cross References:	2520	Selection, Adoption, Use, and Removal of Curricular Materials
	3200	Student Rights and Responsibilities
	3500	Student Health, Physical Screenings, and Examinations
	3575	Student Data Privacy and Security
	4175	Required Annual Notices
	4250	Education Research
Legal References:	20 USC § 1232h	FERPA: Protection of Pupil Rights
	34 CFR Part 99	Implementing FERPA
	IC § 33-6001	Parental Rights

### Policy History:

Adopted on: July 2014

Revised on: August 2023

Reviewed on:

**INSTRUCTION**

**2425**

Parental Rights

The Board of Trustees encourages parents/guardians to be involved in their student's school activities and academic progress. As required by IC 33-6001, the District reinforces the rights and responsibilities of parents as primary stakeholders to make decisions regarding the upbringing and control of their child.

The Board is mandated to adhere to laws, rules, and regulations including the Constitution of the State of Idaho; the rules of the Idaho State Board of Education (Idaho Administrative Procedures Act); the rules and regulations of the Idaho State Department of Education; the laws, rules, and regulations of the federal government and the U.S. Department of Education; as well as educational provisions outlined in the Idaho Code. These mandates include the requirement stated at Article IX, Section 1 of the Idaho Constitution that it is "... the duty of the Legislature of Idaho to maintain a general, uniform, and thorough system of public, free common schools."

Based upon the above provisions, as well as the State's mandated requirements for advancement and graduation, the District has established its practices, policies, and procedures as well as the approved curriculum and assessment program. Failure to follow the District's practices, policies, and procedures as well as the school's curriculum and assessment program amounts to a violation of State and/or federal laws, rules, and regulations by the District, including but not limited to the failure to provide a general, thorough, free, and uniform system of public education as well as putting the District's operations and funding in jeopardy.

Parents/guardians and students are expected to abide by the District's practices, policies, and procedures governing the operation of the schools which are required by various State and/or federal laws, rules, and regulations. However, a student's parent/guardian has the right to reasonable academic accommodation if the accommodation does not substantially impact District staff and resources, including employee working conditions, safety and supervision on school premises for school activities, and the efficient allocation of expenditures. The District will strive to balance the rights of parents/guardians, the educational needs of other students, the academic and behavioral impacts to a classroom, a teacher's workload, and the assurance of the safe and efficient operations of the school.

If a parent has an objection to the District's implementation of various mandates through the District's practices, policies, and procedures, or if a parent/guardian would like to request reasonable academic accommodation, the appropriate avenue for the parent/guardian is to first seek to address such concerns through communication with the school's administration. Should that avenue not resolve the situation, a

parent/guardian is free to address such concerns with the Board of Trustees in conformance with Board policy regarding public participation at Board meetings.

A parent/guardian who has an objection to their child's participation in the District's adopted curriculum and/or the District's implementation of practices, policies, and procedures in accordance with educational mandates, on the basis that it harms the child or impairs the parents' firmly held beliefs, values, or principles, may withdraw their child from the activity, class, or program. Except in the case of sex education curriculum, a parent/guardian who chooses to not have their child participate in the provided educational activity shall be responsible for identification and provision of non-disruptive alternative educational activities for their child during any time of objection, at no cost to the District. The final decision as to the placement of such alternative educational activity shall be at the discretion of the District, with input of the parent, consistent with the requirements for advancement and graduation and consistent with the reasonable accommodation requirements outlined above.

In the case of dual credit courses offered by an institution of higher education, academic accommodations and excusing students from objectionable assignments is solely at the discretion of the course provider and not the District. The District has no control over the selection, adoption and removal of curricular materials and it is the responsibility of the parent to have knowledge of and/or review such prior to student enrollment.

#### Access to Learning Materials

Parents/guardians are entitled to review all learning materials, instructional materials, and other teaching aids used in their student's classroom. Parents/guardians can request access to learning materials by contacting the school's administration during school hours.

#### Student Wellbeing

If a member of the District's staff becomes aware of a change in the student's mental, emotional, or physical health or well-being the staff member shall report this change so the student's parent/guardian can be notified as described in Procedure 2425.

#### Addressing Parent/Guardian Concerns

A parent/guardian who feels the District has violated their rights, as described in this policy and otherwise provided in IC 33-6001 may file a grievance as described in Policy 4120 Uniform Grievance Policy.

#### Notice

The District shall annually provide parents/guardians with notice of their rights as specified in this policy.

Cross References: 2340F  
2420  
4105F  
4120  
4175

Legal References: Id. Const. art. IX  
IC § 32-1010  
IC § 32-1012  
  
IC § 32-1013  
  
IC § 33-6001  
IC § 33-6002  
IDAPA §§ 08.01-.04

Parental Opt-Out Form for Sex Education  
Parental and Family Engagement  
Request to Address the Board  
Uniform Grievance Policy  
Required Annual Notices  
Education and School Lands  
Intent of the Legislature – Parental Rights  
Parental Right to Direct the Education of  
Children  
Interference with Fundamental Parental  
Rights Restricted  
Parental Rights  
Annual Notice of Parental Rights  
State Board of Education and State  
Department of Education Administrative  
Rules

Policy History:

Adopted on: July 2016  
Revised on: August 2023  
Reviewed on:



**Dietrich School District #314**

**INSTRUCTION**

**2425F**

Efforts to Notify Parent/Guardian of Changes in Student Health or Well-being

Staff Member Reporting Change in Student Health or Well-being

Name: \_\_\_\_\_ Position: \_\_\_\_\_

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

Student Name: \_\_\_\_\_

Date you noticed this change in health or wellbeing: \_\_\_\_\_

Please explain this change and how you learned about it:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Staff Member Notifying Parent/Guardian of Change in Student Health or Well-being

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

Position:

Date Form Was Received:

\_\_\_\_\_

Please document the efforts made to contact the parent/guardian below:

Date	Time	Person You Tried to Contact	Mode of Communication	Successfully Contacted ?

Please describe what you told them.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

Please indicate whether you took the following steps:

Yes / No Encouraged the student to discuss issues related to the student's well-being with their parent/guardian

Yes / No Encouraged the parent/guardian to discuss issues related to the student's well-being with the student

Yes / No Offered to facilitate a discussion of the student's wellbeing between the student and the parent/guardian

**INSTRUCTION**

**2425P**

Parent/Guardian Notification of Changes in Health and Well-being

District staff shall notify the **Administration** of any known change in a student's mental, emotional, or physical health or well-being using Form 2425F. For the purposes of this policy:

1. Mental health shall mean the state of health of somebody's mind;
2. Emotional health shall mean a person's ability to cope with and be aware of their own emotions, both positive and negative;
3. Physical health shall mean the condition of a person's body and the extent to which it is free from illness or is able to resist illness; and
4. Well-being shall mean a person's sense of feeling healthy and happy.

The **Administration** shall notify the student's parent/guardian regarding this change and document their attempts to do so using Form 2425F.

District staff shall encourage students to discuss issues related to the student's well-being with the student's parent/guardian. At the request of the student or parent/guardian the **Administration** or their designee shall attempt to facilitate discussion of the student's wellbeing between the student and the parent/guardian.

Procedure History

Promulgated on: August 2023

Revised on:

Reviewed on:

## Dietrich School District #314

### INSTRUCTION

2700

#### High School Graduation Requirements

The Board shall award a regular high school diploma to every student enrolled in the District who meets the requirements of graduation established by the District. The official transcript will indicate the specific courses taken and level of achievement.

The Board shall establish graduation requirements which, at a minimum, satisfy those established by the State Board of Education. Generally, any change in graduation requirements promulgated by the Board will become effective for the next class to enter 9<sup>th</sup> grade. Exceptions to this general rule may be made where it is determined by the Board that the proposed change in graduation requirements will not have a negative effect on students already in grades 9 through 12. The Board shall consider and vote on whether to approve graduation requirements as recommended by the Superintendent.

A student who has an Individualized Education Program (IEP) shall satisfy those competency requirements which are incorporated into the IEP. Satisfactory completion of the objectives incorporated into the IEP shall serve as the basis for determining completion of a course.

A student may be denied participation in graduation ceremonies. Such exclusion shall be regarded as a school suspension. In such instances, the diploma will be awarded after the official ceremony has been held.

Cross References:	2435	Advanced Opportunities
	2460	Extended Learning Opportunities
	2640	Mastery-Based Education
	2700P	High School Graduation Requirements

Legal References:	IC § 33-4601, et seq.	Advanced Opportunities
	IC § 33-6101 et seq.	Opportunities for College and Career Ready Students
	IC § 33-1614	Financial Literacy
	IDAPA 08.02.01.250.02	Required Attendance
	IDAPA 08.02.01.350	Early Graduation
	IDAPA 08.02.03.105	High School Graduation Requirements

#### Policy History

Adopted on: June 2014

Revised on: August 2023

Reviewed on:

**Dietrich School District #314**

**INSTRUCTION**

**2700P**

High School Graduation Requirements

Publication of Graduation Requirements

Prior to registering for high school, each student will be provided with a copy of the current graduation requirements. Graduation requirements shall also be included in the student handbook.

Credits

Students shall be expected to earn a total of 50 semester credits in order to complete graduation requirements. Special education students who have successfully completed their IEP leading to completion of high school will be awarded a diploma.

The core of instruction is 29 semester credits:

Secondary Language Arts and Communication		9 credits
English (language study, composition, literature)	8 credits	
Speech or Debate	1 credit	

Mathematics		6 credits*
Algebra I (or meets Algebra I standards)	2 credits	
Geometry (or meets Geometry standards)	2 credits	
Secondary Mathematics of the student's choice	2 credits	

Dual credit engineering and computer science courses aligned to the state standards for grades 9 through 12, including AP Computer Science and dual credit computer Science courses may be counted as mathematics.

*\*Students who choose to take Computer Science and Dual Credit Engineering may not concurrently count such courses as both a mathematics and science credit*

Science		
Secondary Science		6 credits*
*(4 credits shall be laboratory sciences)		

Up to 2 credits in dual credit engineering and computer science courses aligned to the state standards for grades 9 through 12, including AP Computer Science, Dual Credit Computer Science, may be used as science credits.

*\*Students who choose to take computer science and Dual Credit Engineering may not concurrently count such courses as both a mathematics and science credit.*

Social Studies credits	6
Government	2 credits
US History	2 credits
Economics and Financial Literacy	2 credit
Arts and Humanities credits	2
Interdisciplinary humanities, visual and performing arts, or Foreign language	
Health/Wellness	1 credit*
<p>*(Each student shall receive a minimum of 1 class period on psychomotor cardiopulmonary resuscitation (CPR) training as outlined in the American Heart Association (AHA) Guidelines for CPR to include the proper utilization of an automatic external defibrillator (AED) as part of the Health/Wellness course. Additionally, students participating in one season in any sport recognized by the Idaho High School Activities Association or club sport recognized by the District, or 18 weeks of a sport recognized by the District may choose to substitute participation for up to one credit of physical education.)</p>	
Physical Education	2 Credits
Computer Courses	2 Credits
Elective Courses	15 Credits

Middle School Credit

If a middle school student completes any required high school course with a grade of C or higher before entering the 9<sup>th</sup> grade, and if that course meets the same standards that are required in high school and the course is taught by a teacher certified to teach high school content, then the student has met the high school content area requirement for such course. The student shall be given a grade for the successful completion of that course and such grade and the number of credit hours assigned to the course shall be transferred to the student's high school transcript. The student's parent or guardian shall be notified in advance when credits are going to be transcribed. However, the student's parent or guardian may elect to not have the credits and grade transferred to the student's high school transcript. The student still must complete the required number of credits in all high school core subjects identified above in addition to the courses completed in middle school.

Senior Project  
Credit

1

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

Completion of a postsecondary certificate or degree at the time of high school graduation or an approved pre-internship or internship program may be used to satisfy this requirement.

Idaho Standards Achievement Tests (ISAT)

In addition to obtaining the necessary credits as outlined above, a student will take the Idaho Student Achievement Test (ISAT) as defined by State Board of Education rules.

Civics Test

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

Any student who participates in a United States Government and Politics course and an associated college credit-bearing examination shall be deemed to have met this requirement.

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

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

Waiver of Requirement

Graduation requirements generally will not be waived except as outlined in the Early Achievement of College/Career Readiness and Flexible Schedule portion of this policy. However, in rare and unique hardship circumstances, the principal may recommend, and the Superintendent may approve, minor deviation from the graduation requirements.



### Alternative Programs

Credit toward graduation requirements may be granted for planned learning experiences from accredited programs, such as summer school, college and university courses, correspondence courses, online/virtual courses, extended learning opportunities, and mastery-based education.

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

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

### Honor Roll

A student must have a minimum GPA of 3.5 to be placed on the honor roll. Honor roll students will be recognized at graduation based on a cumulative GPA of 3.5 or higher. Students will be determined for yearly honor roll activities and rewards based upon the following criteria.

Semester 1 GPA 3.5 or Higher

Quarter 3 GPA 3.5 or Higher

### Class Rank (GPA)

Class rank is compiled from semester grades.

### Early Completion of Graduation Requirements

A student who completes all of the graduation requirements set forth above prior to the completion of eight semesters of school attendance in grades 9 through 12 may petition the Superintendent and Board for early graduation by submitting such a petition to the Superintendent through the building principal. The Superintendent shall submit the petition to the Board for endorsement and approval at the end of the quarter preceding the requested graduation date.

### Early Achievement of College/Career Readiness and Flexible Schedule

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

1. Is at least 16 years of age;

2. Maintains a cumulative 3.5 grade point average;
3. Obtains permission from a parent/guardian, if under the age of 18;
4. Achieves a college and career readiness score;
5. Files the following with the school:
  - A. Notification of their intent to take a flexible schedule OR graduate early;
  - B. The student's participation portfolio; and
  - C. An essay of at least one page explaining why the student wishes to have a flexible schedule which must include the future plans using the flexible schedule OR early graduation;
6. Completes the following:
  - A. The required civics test;
  - B. The economics, and financial literacy credit, government credits, and senior project required to graduate. A student's senior project may describe the student's experience in achieving a college and career readiness score and a detailed explanation of the student's future plan.

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

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

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

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

Procedure History:

Promulgated on: June 2014

Revised on: August 2023

Reviewed on:

Open Enrollment by Students Who Reside Within and Outside the District

The Board of Trustees recognizes that some of its patrons may want to enroll their children in a different school than the school that serves the attendance area in which they reside. The Board also recognizes that some out-of-District parents/guardians may want to send their child to a District school. Therefore, this policy is adopted to allow all in-District and out-of-District patrons to choose among this District's schools under specified conditions. In making a decision on a student's open enrollment application, the District shall consider the needs of the student requesting the transfer as well as the other students affected by the transfer and will accept students if capacity allows.

The District will prioritize applications from students who live within the District and may deny students for one or more of the following reasons:

1. The student was expelled by the previous District;
2. The student has a documented history of significant disciplinary issues or history of chronic absenteeism. However, students applying who have a 504 plan or IEP may not be denied enrollment or have enrollment revoked if the behavior resulting in disciplinary action or chronic absenteeism is a manifestation of the student's disability.
3. The receiving school within the District does not have space available according to the capacity limits set by the Board of Trustees.

The process outlined in this policy is required for admission to any school within the District, and shall be initiated again when a change in grade warrants a change in school – such as when the pupil wishes to continue open enrollment into middle school or high school.

Due process for all students remains the same regardless of which school they attend within the District and regardless of where the student resides once accepted under the open enrollment policy.

Transportation

Parents/guardians of a student accepted under this policy will be responsible for transporting the accepted student. If bus space is available, then students accepted under the open enrollment policy may be transported from an appropriate, established bus stop within District boundaries. However, this may not apply to students with

disabilities who have transportation identified in their IEP as a related service need.

### Sports

Eligibility rules for participating in extracurricular activities shall apply to students who request to attend a different school as described in this policy and any related procedures.

It is recommended that a student who is considering submitting an open enrollment application to this District and who anticipates participating in a sport governed by the Idaho High School Activities Association (IHSAA) review IHSAA rules prior to submitting their open enrollment application. Certain school transfers could lead to a student being ineligible to play at the varsity level for one year.

### Application/Approval Process

Applications will be accepted on a form provided by the **Dietrich School District** until February 1 of each year for enrollment in the subsequent school year. This deadline shall be waived in the case of students who move out of their attendance zone during the school year. The District may also consider other applications submitted after February 1.

At the time of application, the District will provide the student's parent/guardian a list of eligible reasons for denial or revocation of open enrollment.

### Maximum Capacity

The District will only accept an open enrollment student if the grade level and/or programs they require are below the capacity limits specified in 3010P. The District shall report, at least four times during the school year, the space available at each grade level, by school, using these capacity limits and will post it prominently on the District website.

The Superintendent shall establish a procedure for:

1. Determining which students are chosen when classroom space allows the admission of some, but not all, qualified applicants;
2. Notifying parents/guardians of the possible reasons for denial or revocation;
3. Notifying parents of the action taken on the open enrollment application, including the reasons for the denial of any application;
4. Removing a student from a transfer school, including the grounds for removal, parent notification, and the appeal process; and
5. Notifying parents/guardians of the appeal process available to them in the event their student's application is denied.

### Re-enrollment

Open Enrollment students do not need to re-apply to maintain their enrollment at the school in which they're enrolled; However, the parent/guardian shall notify the District of their intention to re-enroll on an annual basis no later than February 1. **The District will provide a form for parents/guardians that will serve as a notice of intent to re-enroll.]**

Students who reside in the District and move out of their school attendance zone during the school year must initiate an Open Enrollment request to stay in their school.

### Revocation of Open Enrollment

Open enrollment students are required to comply with all District policies. Unacceptable behaviors by a student or false or misleading information on their open enrollment application are grounds for the District to remove an open enrollment student at any time. The District may revoke a student's enrollment if one or more of the following occurs:

1. The student is chronically absent.
2. The student commits repeated, serious disciplinary infractions.
3. The student has been expelled.
4. The number of resident students exceeds the capacity limits set in Procedure 3010P. A student's open enrollment cannot be revoked on these grounds if a student has attended the receiving school for more than two consecutive school years.

Students under consideration of revocation who have a 504 plan or IEP may not have enrollment revoked if the behavior resulting in disciplinary action or chronic absenteeism is a manifestation of the student's disability.

### Student Appeals

If an open enrollment application request is denied or revoked, a parent/guardian may request an administrative review by the Board. The parent/guardian must request the review within five school days of receiving the written denial notice. The Board shall consider the appeal at its next regularly scheduled meeting, and issue its decision in writing.

### Student Rights and Responsibilities

All student's rights and responsibilities remain the same regardless of what school they attend within the District and regardless of where the student resides once accepted under the open enrollment policy.



# DIETRICH SCHOOL DISTRICT OPEN ENROLLMENT APPLICATION

Date: \_\_\_\_\_  
 Requested School: \_\_\_\_\_ Zoned School: \_\_\_\_\_  
 Current School: \_\_\_\_\_

Student Information	
<b>Student Name</b> Last _____ First _____	School year for request: _____
Grade _____	Date of Birth _____
Street Address _____	City _____ Zip Code _____
Parent/Legal Guardian Name _____	Home Phone _____
Parent/Legal Guardian Email _____	Cell Phone _____

Reason for student transfer: \_\_\_\_\_

Is your student on an IEP? YES \_\_\_\_\_ NO \_\_\_\_\_ Is your student on a 504 Plan? YES \_\_\_\_\_ NO \_\_\_\_\_  
 Has your student had a history of attendance infractions within the past three years? YES \_\_\_\_\_ NO \_\_\_\_\_  
 Has your student had a history of disciplinary infractions within the past three years? YES \_\_\_\_\_ NO \_\_\_\_\_

Please explain attendance and/or disciplinary infractions: \_\_\_\_\_

Will your student participate in IHSAA sanctioned activities? YES \_\_\_\_\_ NO \_\_\_\_\_  
 If yes, which sport/activities: \_\_\_\_\_

### Considerations:

- If the student participates in any athletic program governed by IHSAA, he/she may not be eligible to participate at the new school. The parent or guardian should check IHSAA rules before submitting an application.
- The transfer request is not complete until the resident school has released the student, submitted the request to the requested school and it has been accepted. The student should remain enrolled in the resident school until there is an effective start date at the requested school.
- The district will notify parents of acceptance and the effective start date or denial.
- Transportation of open-enrolled students is the responsibility of the parent/guardian.

### Decision-Making Criteria, Revocation, and Appeals:

#### Space Availability

All applications will be considered on a stringent space-available basis. In the event there is not space available in the grade level, class or program requested, the student will be placed on a waiting list in the order of the date and time of the request.

**Attendance and Disciplinary Infractions**

Open enrolled students are expected to follow all discipline and attendance policies and regulations applicable to all Dietrich School District students. Failure to meet these conditions may result in revocation of this Open Enrollment transfer and return to his/her resident school.

**Appeals**

Appeals of an administrator’s denial or revocation of open enrollment for students residing within the Dietrich School District boundary will be directed to: Dietrich School District Board of Trustees, except for denials based on space availability, in which case the administrator’s decision is final.

**Acknowledgements:**

- I certify that the information provided is accurate and complete.
- I understand that approval of this request shall be dependent upon the acceptance and rejection standards stated in the district’s policy, and revocation of this transfer may occur in accordance to the conditions listed in the district’s policy.
- I understand that my student must continue to attend the resident school until the effective start date of the transfer and that nonattendance is subject to truancy procedures.
- I understand that I am responsible for providing transportation to and from school for my student.
- I understand that requests are approved for one school year only, and it is my responsibility to complete an Open Enrollment Continuation Form each year until my student moves to the next school level.
- I understand that the transfer can be revoked at any time if there are attendance or discipline issues or if there is no longer space within the grade level, class or program.

I have read the school district policies and procedures on Open Enrollment and hereby request that my son/daughter be permitted to attend the request schools.

Parent/Legal Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Student Signature (6-12 only) \_\_\_\_\_ Date \_\_\_\_\_

<b>For District/School Use Only</b>
Sending Administrator’s Comments:
Sending Administrator’s Signature and Date:
Receiving Administrator’s Comments:
Receiving Administrator’s Signature and Date:
Transfer request: Approved _____ Denied _____ Reason for denial: _____
Date of Parent Notification:





## **Dietrich School District #314**

### **STUDENTS**

**3010P**

#### Open Enrollment Procedures

Open Enrollment Application forms are available **at Dietrich Schools or on the District website at [District.Dietrichschools.org](http://District.Dietrichschools.org)** Students who reside in the District and move out of their school attendance zone during the school year must initiate an Open Enrollment request to stay in their school. The application, together with the student's cumulative record, special education file, IEP, or other applicable documents, if any, shall be submitted to the receiving district no later than February 1 for enrollment during the following school year. The District will not admit any student prior to viewing that student's records from their previous school districts.

The District has the option of accepting a student who does not meet the criteria set forth herein, if the student agrees to special conditions of admission, as set forth by the District.

No tuition shall be charged when a student from another school attendance area or other Idaho school district attends a District school as described in this procedure and the related District policy.

#### Application for District Students

**For students who reside in the District, the parent/guardian shall complete the Open Enrollment Application form and submit it to the administration of the school they wish to attend (receiving school).**

#### Application for Out-of-District Students

For students who reside outside the District boundary, the parent/guardian shall complete the Open Enrollment Application form and submit it to the principal of the school they wish to attend (receiving school).

#### Decision Regarding Application

Once the receiving school principal receives the application from an in-District or out-of-District parent/guardian, along with the student's file from their home district, the principal or designee makes a recommendation to approve or not approve the transfer using the criteria set forth in Policy 3010.

The principal sends the form to the Superintendent, who shall designate an administrator to evaluate data, if any, and/or the placement options. After reviewing the student's file, the designee has discretion to review and accept or deny the open enrollment applications on a case

by case basis, considering and applying the factors noted above. The administrator, if possible, should be knowledgeable and/or review the applicable records concerning:

1. The student;
2. The student's disciplinary record;
3. The student's attendance record;
4. The student's disability, if applicable;
5. The placement options, given The student's academic history;
6. The student's disability evaluation data, if any; and/or
7. The placement options.

Applications will normally be considered on a "first-come first-serve" basis. **However, in situations where openings are limited and applications are received in a similar timely fashion, the Superintendent may give priority if a student:**

- 1. Has a brother or sister enrolled at the requested school;**
- 2. Has a parent/guardian who is employed by the District;**
- 3. Has a unique situation or extraordinary circumstances; or**
- 4. Seeks full-time enrollment rather than part-time enrollment.**

Any non-resident student placed by court order under the Idaho Youth Rehabilitation Act or the Child Protection Act and residing in a licensed home, agency, or institution located within the District shall be enrolled and shall not be charged tuition.

Homeless children as defined by the Steward B. McKinney Homeless Assistance Act (P.L. 100-77), may attend any school district or school within a district without payment of tuition when it is determined to be in the best interest of the homeless child.

The Superintendent will notify the parent/guardian of their decision no later than March 31.

If the request for open enrollment is denied, the denial will include a written explanation. If the application is denied because classroom capacity has been reached at the school of choice, the denial will include information about other schools in the District that are below capacity. All parents/guardians whose open enrollment application for a student is denied shall be provided with notice of the denial and information about their options to appeal the denial.

If the request for open enrollment is approved, the notification will inform the parents of the following:

1. Parents must provide transportation or get student to the nearest District bus stop, if space is available;
2. Parents must notify the District by February 1 of each year regarding their intention to re-enroll their child under the Open Enrollment program;
3. That open enrollment may be revoked if the student presents issues of chronic

absenteeism, commits serious disciplinary infractions, is expelled, or if the receiving school exceeds maximum capacity with resident students within their first two years of admission;

Grounds for Denial of Application

Factors which may cause an Open Enrollment Application to be denied include:

1. A school, grade, or program(s) has lack of available classroom space and/or staff, such as when the current enrollment is at or above the following capacity limits:

<b>Grade</b>	<b>Class Size</b>
K-1	<b>15</b>
2-3	<b>15</b>
4-6	<b>15</b>
7-12	<b>15 per Core teacher</b>
Special Education classroom, Self-Contained	<b>An average of 6 students per teacher OR OTHER</b>
English Language Learners (ELL)	<b>15 per full-time ELL teacher</b>

2. The student has been suspended or expelled in their home district.

The student has a documented history of repeated serious disciplinary infractions. This includes infractions which could be grounds for suspension or exclusion.

3. The student has issues of chronic absenteeism. A student is considered chronically absent if the student is absent 10% or more school days during the school year.
4. It is determined that information on the Open Enrollment Application has been misrepresented or was incomplete.

However, if the student has a 504 plan or IEP and the disciplinary or absenteeism issues are a manifestation of the disability, this shall not be grounds for denial of the application.

Revocation of Open Enrollment

As long as an open enrollment student's parent/guardian has, before the preceding February, notified the District of their intention to re-enroll the student the Superintendent shall treat that student as if they reside in that school's attendance area. However, the District reserves the right to remove an open enrollment student if:

1. The student has a documented history of chronic absenteeism;

2. The student has a documented history of repeated serious disciplinary infractions;
3. The student has been expelled.
4. The number of resident students exceeds the capacity limits set in this procedure. A student's open enrollment cannot be revoked on these grounds if a student has attended the receiving school for more than two consecutive school years. If a student's enrollment is revoked for this reason, the District may offer information about other District schools that may be able to accept open enrollment students.

If a student's open enrollment is revoked, the parent/guardian appeal the revocation to the Board within five school days.

The Board of the receiving school must render a decision to the parent/guardian at their next regular meeting, and the Board must issue their decision in writing. The decision of the Board may be appealed to the State Board of Education.

If a student who is a resident of another district applies to this District and is accepted under the terms of this policy and fails to attend they shall be ineligible to apply again for open; enrollment in this District.

#### Students with Disabilities

In-district and out-of-district students with disabilities are not treated differently from students without disabilities with respect to consideration for placement in the school of their choice, unless the District has made an individual determination that disability-related needs of a particular student with a disability cannot be reasonably met at the school of their choice. Additionally, students applying who have a 504 plan or IEP may not be denied enrollment or have enrollment revoked if the behavior resulting in disciplinary action or chronic absenteeism is a manifestation of the student's disability.

#### Procedure History

Promulgated on: February 2015

Revised on: August 2023

Reviewed on:

Cell phone use during the school day has become a serious classroom distraction. To keep the focus on learning, and distractions to a minimum, cell phones must be off and put away from 8:03-3:45. Cell phones may **be used during lunch only while on campus.**

We understand that families enjoy the convenience of communicating important family news by cell phones. However, because conversations infringe on the teacher and other students in the class, we ask families to leave emergency messages with our secretary, at 208-544-2158.

During school and school sponsored activities, students will comply with this policy and with administrative and staff member directives regarding use. Students are required to turn cell phones and other portable electronic devices over to school personnel when requested. Students who refuse to do so are subject to disciplinary action. The district assumes no responsibility for loss or damage to personal property of students, including cell phones and other portable electronic devices, whether in the possession of students or if confiscated by school personnel pursuant to this policy.

Possession of a cellular telephone or other ECD (Electronic Communication Device), by a student is a privilege, which may be forfeited by any student who fails to abide by the terms of this policy, or otherwise engages in misuse of the device so as to violate the law or any other school or District rule. **The following violations may result in severe disciplinary action** including but not limited to detention and all other school district discipline procedures.

- Accessing and/or viewing an internet site that is otherwise blocked to students at school.
- Sending an email, text message or other communication that harasses, intimidates, threatens, bullies, or discriminates against another individual.
- Using a camera device at school or a school-sponsored event to take, send, download or upload a harassing, threatening, or embarrassing photograph of anyone.
- Using a camera in a restroom, dressing room, or locker room.
- Using a camera or other recording device to record or capture the content of tests, assessments, homework, or classwork without express prior permission from the instructor.
- Using an ECD in a manner that could cause damage to an individual or the school community or create the danger of disruption of the academic environment.
  
- The contents of a cellular phone, camera, or other ECD may be searched to determine

ownership, to identify emergency contacts, or upon reasonable suspicion that a school or District rule or the law has been violated.

- A cellular telephone or ECD that has been confiscated and not turned over to law enforcement will be released/returned to the parent/guardian when no longer necessary for investigation or disciplinary proceedings. As appropriate, the cellular telephone or ECD may be returned directly to the student.
- Cell phones that have been confiscated, due to violation of this policy may be picked up after school by the student for the first offense. Second offense occurrence, the cell phone must be picked up after school by a parent/guardian only. Third offense, the cell phone will need to be turned into the office when they get to school and will be returned at the end of the school day. Other discipline measures, as determined by the administration, may also be enforced according to district policy.

Policy History

Adopted On : August 2018

Revised on :August 2023

**STUDENTS**

3345

~~Use of Restraint; & Seclusion, and Aversive Techniques for Students~~

**NOTE: ISBA recommends adopting the State Department of Education model policy on restraint and seclusion now available on their website: <https://www.sde.idaho.gov/sped/>.**

~~Conduct of Employees Directed Toward Students~~

~~¶ The use by appropriately trained District personnel towards or directed at any student of any form of restraint or seclusion as defined in this policy, is prohibited except in circumstances where proportional restraint or seclusion of a student is necessary when a student's conduct creates a reasonable belief in the perspective of a District employee, that the conduct of the student has placed the student, the employee, or any other individual in imminent danger of serious bodily harm. ¶~~

~~¶ The employee or any employee who is a witness to this event shall immediately seek out the assistance of the school's administration or, if such administrator is not available, a certificated or classified employee with special training in seclusion and restraint, if available. Upon the arrival of such individual, the administrator or if no administrator is available, the most senior trained individual on seclusion or restraint shall take control over the situation. ¶~~

~~¶ Seclusion or restraint of a student shall immediately be terminated when it is decided that the student is no longer an immediate danger to him or herself or to any other third person or if it is determined that the student is exhibiting extreme distress or at such time that appropriate administrative personnel have taken custody of the child or upon such time that the parent/legal guardian of the child has retaken custody of the child. ¶~~

~~¶ Regardless of employee training status, no District personnel shall use any form of aversive technique against any school student. ¶~~

~~¶ If a situation occurs where a properly trained District employee must use acts of restraint or seclusion against a school student, the following shall occur: ¶~~

~~1. The employee shall immediately report to their building principal, in writing, the following information: ¶~~

- ~~A. The date the event occurred; ¶~~
- ~~B. The circumstances leading to the event; ¶~~
- ~~C. The student involved; and ¶~~
- ~~D. Other witnesses or participants to the event. ¶~~

~~2. The building principal shall notify the Superintendent's office of the event, providing the Superintendent's office with a copy of the report of events. ¶~~



- ¶
3. ~~The building principal shall ascertain if any of the school's video equipment captured the event on a recording. If such event was captured on recording, the principal shall take all best efforts to maintain a copy of the recording and provide such to the Superintendent's Office for the Superintendent's official records of the event.~~¶
  - ¶
  4. ~~The Superintendent or designee shall ascertain the special needs status of the student involved in the seclusion or restraint and shall ascertain and maintain documentation as to whether or not such events were consistent with or contraindicated due to the student's psychiatric, medical, or physical condition(s).~~¶
  - ¶
  5. ~~The Superintendent or designee of the Superintendent shall notify the parent or legal guardian of the subject student of the situation and the event of restraint or seclusion via telephone and provide the parent/legal guardian with the name and telephone contact information of the building principal where the parent may obtain additional information regarding the event.~~¶
  - ¶
  6. ~~The Superintendent or designee of the Superintendent shall provide the parent/legal guardian of the student with written notice of the event of restraint or seclusion of their student.~~¶
  - ¶
  7. ~~The Superintendent's office shall maintain documentation as to events of restraint and seclusion and shall prepare any and all necessary reports to legal entities upon whom such reports are or may become due pursuant to State and federal regulations.~~¶

¶

Training of School Personnel¶

¶

~~As part of the training and preparation of each certificated administrator, certificated teacher, and in-building classified employee of the District, the following shall occur:~~¶

- ¶
1. ~~Training to personnel as to proper situations and events leading to student seclusion and intervention, including possible preventative alternatives to seclusion and restraint, safe physical escort, de-escalation of student crisis situations, and positive behavioral intervention techniques and supports;~~¶
  - ¶
  2. ~~Training of personnel in crisis/conflict management and emergency situations which may occur in the school setting, including examples and demonstrations of proper activities and techniques and trainers observing employee use of proper activities and techniques in the training setting;~~¶
  - ¶
  3. ~~Techniques to utilize to limit the possibility of injury to the student, the employee and any other third party in the area;~~¶
  - ¶
  4. ~~Information as to the school's student seclusion areas in each respective school building to which the employee is assigned;~~¶
- ¶

~~5. Training in CPR and basic first aid; and~~

~~¶~~

~~6. Provision of the employee with a copy of this policy.~~

~~It is a goal that all new employees are trained in the area of student restraint and seclusion during their first week of employment. However, this may not be possible due to realities of the operation of a school district. If an employee has not yet undergone training and a situation necessitating student restraint or seclusion occurs, and another properly trained employee of the District is present at the event, the properly trained employee shall take the lead in addressing the student crisis.~~

~~¶~~

#### ~~Designated Locations~~

~~¶~~

~~Each school building for which students are present must have a building designated location for student seclusion.~~

~~¶~~

~~It is the responsibility of the building's principal, or designee of the principal, to assure that the building's designated seclusion location is a safe and clean location and that such location has appropriate supervision when any student has been placed into seclusion pursuant to this policy.~~

~~¶~~

~~Appropriate supervision shall include an adult in the seclusion location which has continuous visual observation of the secluded student.~~

~~¶~~

#### ~~Definitions~~

~~¶~~

~~For the purposes of this policy, the following definitions shall apply.~~

~~¶~~

~~**Restraint:** The immobilization or reduction of a student's freedom of movement for the purpose of preventing harm to students or others through chemical, manual method, physical, or mechanical device, material, or equipment.~~

~~¶~~

~~**Seclusion:** Involuntary confinement in a room or other space during which a student is prevented from leaving or reasonably believes that he or she can leave or be prevented from leaving through manually, mechanically, or electronically locked doors that, when closed, cannot be opened from the inside; blocking or other physical interference by staff; or coercive measures, such as the threat of restraint, sanctions, or the loss of privileges that the student would otherwise have, used for the purpose of keeping the student from leaving the area of seclusion.~~

~~¶~~

~~**Aversive Technique:** Physical, emotional, or mental distress as a method of redirecting or controlling behavior.~~

~~¶~~

#### ~~Annual Review~~

~~¶~~

~~On an annual basis, the Superintendent or designee shall review this policy and make a determination as to whether or not any modifications or amendments to this policy are necessary and should be proposed to the District's Board.~~

~~¶~~

~~In conducting this annual review, such individual shall also review the reports of all events of seclusion or restraint that occurred with the District's students in the past school year. This review will include an analysis as to whether or not the District's personnel are following the terms of this policy, whether additional training activities are necessary, or if there is any weakness in the implementation of this policy that can be strengthened. ¶~~

~~¶~~  
~~¶~~

~~Cross Reference: 3360 Discipline of Students with Disabilities ¶~~

Policy History:

Adopted on:

Revised on:

Reviewed on:

Student Health/Physical Screenings/Examinations

The Board may arrange each year for health services to be provided to all students. At the start of the school year, each District school shall notify parent/guardians of health services offered or made available through the school or by private organizations partnering with the District that offer services on school property or as a part of a school program. Parents/guardians shall be notified of any new health services that become available after the annual notice is sent.

Such services may include, but are not limited to:

1. The development of procedures at each building for the isolation and temporary care of students who become ill during the school day;
2. The consulting services of a qualified specialist for staff, students, and parents;
3. Vision and hearing screening;
4. Scoliosis screening; and
5. Immunization as provided by the Department of Health and Human Services.

Parents/guardians will receive a written notice of any screening result which indicates a condition that might interfere or tend to interfere with a student's progress. Additionally, if a member of the District's staff becomes aware of a change in the student's mental, emotional, or physical health or well-being, the staff member shall address the matter as described in Policy 2425.

In general, the District will not conduct a physical examination of a student without parental consent to do so or by court order, unless the health or safety of the student or others is in question. Further, parents will be notified of the specific or approximate dates during the school year when any non-emergency, invasive physical examination or screening administered by the District is conducted which is:

1. Required as a condition of attendance;
2. Administered by the school and scheduled by the school in advance; and
3. Not necessary to protect the immediate health and safety of the student or other students.

Parents or eligible students will be given the opportunity to opt out of the above-described non-emergency, invasive physical examination or screening.

As used in this policy, the term "invasive physical examination" means any medical examination involving the exposure of private body parts or any act during such examination that includes incision, insertion, or injection into the body, but this does not include a hearing, vision, or scoliosis screening.

Students who wish to participate in certain extracurricular activities may be required to submit to a physical examination to verify their ability to participate in the activity. Students participating in activities governed by the Idaho High School Activities Association will be required to follow the rules of that organization, as well as other applicable District policies, rules, and regulations. All parents will be notified of the requirements of the District's policy on physical examinations and screening of students, at least annually at the beginning of the school year and within a reasonable period of time after any substantive change in the policy.

Abortion-Related Counseling and Referrals Prohibited

All staff are prohibited from providing the following services to any person during working hours or in the course of their work:

- 1. Providing or performing an abortion;
- 2. Counseling in favor of abortion;
- 3. Referring for abortion; or
- 4. Dispensing emergency contraception, except in the case of rape.

Cross References:	2425	Parental Rights
Legal References:	20 USC § 1232h(b)	Protection of Pupil Rights - Limits on Survey, Analysis, or Evaluations
	IC § 18-8701, <i>et seq.</i>	No Public Funds for Abortion Act
	IC § 33-6001	Parental Rights
	IDAPA 08.02.03.160	Safe Environment and Discipline

Policy History:

Adopted on: August 2023  
Revised on:  
Reviewed on:

**Dietrich School District #314**

**STUDENTS**

**3500F**

Notice of Health Services

**[NOTE: This form is to be provided to students' parents/guardians at the beginning of each school year.]**

Dear parent or guardian,

The purpose of this form and the attached copy of the District's policy on Student Health/Physical Screenings/Examinations is to provide notice of all health services offered or made available through at the school by the District or by any private organizations and to provide notice of the District's policy on physical examinations and screening of students.

This year, the District will provide the following, as appropriate and in accordance with District policy:

1. Preventative health and wellness services and screenings as described in Policies 2415 and 3500;
2. Administering or assisting of the administration of medication as described in Policy 3510;
3. First aid and emergency care as described in Policy 3540; and
4. Appropriate management of all health conditions with parental consent.

The District will provide the following additional health services or examinations which can only be provided with parental permission:

Student Medicines

This policy shall be reviewed annually by the Board of Trustees or their designee.

Assistance in Self Administration of Medicines by Students

Any school employee authorized in writing by the school administrator:

1. May assist in the self-administration of any drug to a pupil provided:
  - A. The student's parent/guardian has consented in writing; and
  - B. The drug may lawfully be sold over the counter without a prescription.

Such administration must be as described in the written instructions provided in accordance with this policy.

2. May assist in the self-administration of a prescription drug to a pupil in compliance with the written instructions of a licensed health care practitioner, if the pupil's parent/guardian consents in writing.

Administering Medicines to Students

No employee except a qualified health care professional may administer a drug or prescription drug to a pupil under this policy except in an emergency situation.

The Board will permit the administration of medication to students in District schools. Pursuant to the written authorization of the student's licensed health care practitioner, as well as the written authorization of a parent/guardian, the school nurse (who has received direction as to the administration of medication by the student's licensed health care practitioner) may administer medication to any student in the school.

Where administration of medication is a routine activity for a particular student, the subject shall be addressed in a student's health care plan, Section 504 Plan, or IEP as applicable.

Diagnosis and treatment of illness and the prescribing of drugs are never the responsibility of a school employee and should not be practiced by any school personnel.

The absence of a school nurse for the administration of medication shall be addressed on a case-by-case basis considering compliance with Idaho law and the medical needs of the student.

Emergency Administration of Medicines

In case of an anaphylactic reaction or the risk of such reaction, or in the case of a seizure, a school nurse or delegate may administer medication to any student in need thereof on the school grounds, in the school building, or at a school function, according to the standing order of the chief medical advisor or the student's private physician.

In the absence of a school nurse, the administrator or designated staff member exempt from the nurse licensure requirements who has completed training in administration of medication, may give emergency medication to students. There must be on record a medically diagnosed allergic condition which would require prompt treatment to protect the student from serious harm or death.

Training on emergency administration of medication, for the administrator or designated staff member, shall be done by the school's nurse or another licensed health care practitioner to ensure such individuals have knowledge of how to administer emergency medication to students. Records shall be retained as to the individuals trained, the identification of the trainer and the date of training activities.

Record of the medication administered in an emergency will be entered on an Individual Student Medication Record and filed in the student's cumulative health folder.

#### Self-Monitoring and Treatment of Diabetes

A student with diabetes, upon written request of the student's parent/guardian and written authorization from the student's treating physician, shall be permitted by the Board to perform blood glucose checks, administer insulin through the insulin delivery system the student uses, treat hypoglycemia and hyperglycemia, and otherwise attend to the care and management of the student's diabetes in the classroom and in any area of the school or school grounds, and to possess on the student's person at all times all necessary supplies and equipment to perform these monitoring and treatment functions.

#### Epilepsy and Seizure Disorder Plans

Upon written request of the parent/guardian of a student who has epilepsy or another seizure disorder, the District shall authorize implementation of a plan – whether a Section 504 plan, Health or Emergency Care Plan, or Seizure Disorder Plan, as deemed appropriate for each individual student. The plan will include, but is not limited to, the following:

1. Providing notice of the student's condition to all employees who interact with the student;
2. The student's symptoms;
3. Written orders from the student's physician on providing care to the student;
4. Whether the student may fully participate in exercise and sports and, if applicable, any accommodations required;
5. Accommodations for school-related activities, such as school trips and after-school activities;
6. A description of how medical treatment of the condition may affect the student's education, if applicable;



7. The student's understanding of and ability to manage the epilepsy or seizure disorder.
8. How to maintain communication with the student, parents/guardians, the student's healthcare team, and the **school nurse OR employee responsible for administering emergency medication**; and
9. A list of qualified staff who may administer emergency medication to the student for a seizure.

The plan may be updated annually and as necessary if there is a change in the health status of the student. The plan must also address the notification to the appropriate staff.

All employees who have received notification that a student they interact with has epilepsy or another seizure disorder will be provided with information about how to recognize indicators for epilepsy and seizure disorder, epilepsy, or seizure disorder first aid, when to call for assistance, and a parent/guardian and emergency contact information for that student. The training shall be provided by **the school nurse OR ANOTHER MEDICAL PROFESSIONAL SELECTED BY THE SUPERINTENDENT OR DESIGNEE. The training may be individualized to each student, if necessary.**

Self-Administration of Asthma Medication, Insulin/Diabetic Treatment, Seizure Disorder Medication, or Epinephrine Auto-Injectors

Pursuant to Idaho Code covering the self-administration of asthma medication, the following shall apply to epinephrine auto-injectors, seizure disorder medication, insulin, or blood glucose monitoring supplies if a parent/legal guardian chooses to have their child self-administer medication:

1. The parents/guardians of the pupil shall provide to the Board or designee written authorization for the self-administration of medication.
2. The parents/guardians of the pupil shall provide to the Board or designee written certification from the student's physician that the student has a severe allergic reaction (anaphylaxis), asthma, another potentially life-threatening respiratory illness, epilepsy or another seizure disorder, or diabetes and is capable of, and has been instructed in, the proper method of self-administration of medication. In cases where the pupil has severe or life-threatening allergies, Policy 3515 Food Allergy Management, and any related procedures shall be followed. For students with a severe allergic reaction, asthma, another potentially life-threatening respiratory illness, seizure disorder, or diabetes the student's physician or health care provider-supplied information shall contain:
  - A. The name and purpose of the medicine;
  - B. The prescribed dosage;
  - C. The time(s) at which or the special circumstances under which medication should be administered;
  - D. The length of time for which medication is prescribed;
  - E. The possible side-effects of the medicine;

- F. Actions to take in the event of an emergency, including if the medication does not improve the child's breathing or allergic reaction;
  - G. Contact information for the physician and parent/guardian; and
  - H. If applicable, a list of the child's asthma or seizure triggers or allergies.
3. The school's administration and appropriate teachers and school personnel shall be informed that the student is self-administering prescribed medication. Such notification shall be done in a manner so as to best preserve the privacy of the student and the student's medical condition to the extent appropriate.

For students with severe or life-threatening allergies this information may be provided in the student's Emergency Care Plan.

#### Additional Requirements for Self-Administration of Medicines

The Board or Board designee will inform the parents/guardians of the pupil in writing that the District and its employees or agents shall incur no liability as a result of any injury arising from the self-administration of medication by the pupil, absent any negligence by the District, its employees, or its agents, or as a result of providing all relevant information provided pursuant to subdivisions of this subsection with the school nurse, absent any negligence by the District, its employees, or its agents, or in the absence of such nurse, to the school administrator.

The parents/guardians of the pupil shall sign a statement acknowledging that the District shall incur no liability as a result of any injury arising from the self-administration of medication by the pupil and that the parents/guardians shall indemnify and hold harmless the District and its employees or agents against any claims arising out of the self-administration of medication by the pupil.

Students who are authorized to carry their medication, supplies, or equipment necessary for managing their diabetes, allergies, asthma, or epilepsy or other seizure disorder may be retested periodically to ensure they are still capable of correctly using the medication.

As used in this section:

1. "Medication" means:
  - A. An epinephrine auto-injector;
  - B. A metered dose inhaler or a dry powder inhaler;
  - C. Medication for the treatment of epilepsy or another seizure disorder; and
  - D. Insulin, insulin delivery system and/or supplies or equipment necessary for diabetes monitoring and/or treatment

prescribed by a physician and having an individual label;

2. "Self-administration" means a student's use of medication pursuant to prescription or written direction from a physician; and

3. A student who is permitted to self-administer medication pursuant to this section shall be permitted to possess and use the prescribed medication at all times.

Any school employee authorized in writing by the school administrator or principal may assist with self-administration of medications provided that only the following acts are used:

1. Verbal suggestions, prompting, reminding, gesturing, or providing a written guide for self-administering medications;
2. Handing a prefilled, labeled medication holder, labeled unit dose container, syringe, or original marked, labeled container from the pharmacy to the student;
3. Opening the lid of the above container for the student;
4. Guiding the hand of the student to self-administer the medication;
5. Holding a container of fluid and assisting the student in drinking fluid to assist in the swallowing of oral medications; and/or
6. Assisting with removal of a medication from a container for students with a physical disability which prevents independence in the act.

#### Handling and Storage of Medicines

All medications, including those approved for keeping by students for self-administration, must first be delivered by the parent or other responsible adult to the nurse or employee assisting with the self-administration of medication. The nurse or the employee must:

1. Examine any new medication to ensure that it is properly labeled with dates, the name of the student, the medication name, the dosage, and the physician's name;
2. If administration is necessary, the nurse must develop a medication administration plan for the student before any medication is given by school personnel;
3. Record on the Student's Individual Medication Record the date the medication is delivered and the amount of medication received;
4. Store medication requiring refrigeration at 36F - 46F; and
5. Store prescribed medicinal preparations in a securely locked storage compartment excluding those medications approved for self-administration. Controlled substances will be contained in a separate compartment, secured, and locked at all times.

No more than a 45 school day supply of a medication for a student will be stored at the school. All medications, prescription and nonprescription, will be stored in their original containers. Access to all stored medication will be limited to persons authorized to administer medications or assist in the self-administration of medications. Each school will maintain a current list of those persons authorized by delegation from a licensed nurse to administer medications.

#### Disposal of Medication

School personnel must either return to the parent/guardian or destroy (with permission of the parent/guardian) any unused, discontinued, or obsolete medication. Medicine which is not repossessed by the parent/guardian within a seven day period of notification by school authorities will be destroyed by the school nurse in the presence of a witness

Medications to Reverse an Opioid Overdose

**The District does not participate or provide resources in the treatment of opioid overdoses.**

Legal References:	IDAPA 08.02.03.160.01.a.i IC § 33-520	Rules Governing Student Health Policies Policy Governing Medical Inhalers, Epinephrine Auto-Injectors, Insulin and Blood Glucose Monitoring Supplies Nurses — Purpose — License Required — Representation to the Public
	IC § 54-1401	

Policy History:

Adopted on: August 2023

Revised on:

Reviewed on:

STUDENTS

3530

Suicide

While the District has a responsibility to notify a student's parent/guardian regarding any known changes in the student's mental, physical, or emotional health or well-being, neither a school district nor a teacher has a duty to warn of the suicidal tendencies of a student absent the teacher's or school district's knowledge of direct evidence of such suicidal tendencies. The Board directs the Superintendent or their designee to draft and implement procedures relating to:

1. Suicide prevention;
2. Suicide intervention; and
3. Suicide postvention.

"Postvention" shall mean counseling or other social care given to students after another student's suicide or attempted suicide.

These procedures may include, but are not limited to, the following measures:

1. Prevention:
  - A. Offering and providing help and assistance, including early identification;
  - B. Support and/or counseling by school support personnel for low-risk students;
  - C. Referral to appropriate sources outside the school for high and moderate-risk students;
  - D. The designation of a **District-level I** suicide prevention coordinator(s) by the Superintendent to be responsible for planning and coordinating the implementation of procedures addressing suicide.
  - E. Encouraging staff to report to the coordinator students they believe may be at elevated risk of suicide.
  - F. Education of students on suicide prevention through age-appropriate curriculum.
  - G. Small group suicide prevention programming.
  - H. Offering resources to parents/guardians on suicide prevention.
2. Intervention:
  - A. Contacting the parents/guardians of students identified as at imminent risk of suicide.
  - B. Contacting emergency services to assist a student who is at imminent risk of suicide.
  - C. Providing first aid until emergency personnel arrive, as appropriate.
  - D. Moving other students away from the immediate area of any suicide attempt on District property or at a District event.
3. Postvention:

- A. After care support by the school for faculty, staff, and students after a sudden death has occurred.
- B. The development of a plan for responding to a death by suicide that has a significant impact on the school community.
- C. Notification of the suicide prevention coordinator, if applicable.
- D. The creation of a crisis team to respond to deaths by suicide that have a significant impact on the school community.
- E. Contacting the State Department of Education to report any student deaths by suicide and to seek postvention assistance and/or resources.
- F. Offering mental health services to students likely to be strongly affected by a recent death.
- G. Appointing a spokesperson to handle inquiries related to issues involving suicide in the District.

**Following notification of District staff of a suicide attempt by a student or following the identification of a student as being at imminent risk of suicide, the building principal may require a note from the student's doctor or counselor stating that it is the doctor or counselor's opinion that the student is ready to return to school. The student and their parent/guardian may meet with the administration to create a plan for the student's return to school, including any appropriate accommodations needed by the student.**

District personnel shall attend to the rights of the student and their family.

The District shall comply with all requirements of State law and administrative rules for training by personnel on suicide prevention and awareness. This includes providing annual professional development to staff involved in preventing, intervening, and responding to suicide on:

1. School philosophy regarding school climate and the promotion of protective factors;
2. Data on suicide for the region or state, or both;
3. Risk and protective factors for students;
4. Suicide myths and facts;
5. How to develop community partnerships related to suicide prevention;
6. How to utilize safe and appropriate language and messaging when addressing students;
7. Warning signs of suicide ideation for students;
8. Local and school-based protocols for aiding a suicidal individual;
9. Local protocols for seeking help for self and students;
10. Identification of appropriate mental health services and community resources for referring students and their families;
11. Information about state statutes on responsibility, liability, and duty to warn;
12. Confidentiality issues;
13. The need to ask others directly if they are suicidal; and
14. Evidence-based protocol for responding to a student or staff suicide.

Legal References: IC § 33-136

Suicide Prevention in Schools

IC § 33-512B

IC § 33-6001

IDAPA 08.02.02.112

IDAPA 08.02.03.160

District Trustees — Suicidal Tendencies —

Duty to Warn

Parental Rights

Suicide Prevention in Schools

Safe Environment and Discipline

Policy History:

Adopted on: October 2021

Revised on: August 2023

Reviewed on:

**STUDENTS**

**3545**

Student Interviews, Interrogations, or Questioning and Arrests

Interviews by School Administrators (Student Victims/Witnesses)

When a violation of Board policy or school rule occurs, the school principal or designee may question a potential student victim or students who may have relevant information without prior consent of the parent, guardian, or legal custodian. Another adult should be present during the questioning of students.

Interrogations Interviews by School Administrators (Student Suspect)

In situations where a student is suspected of violating Board policy or school rule, the principal or designee may ~~interrogate~~ interview or question the suspected student without the prior consent of the student's parent/guardian or legal custodian. The school official must first have reasonable grounds, however, to suspect that the student committed such a violation. The nature and extent of the questioning must be reasonably related to the objectives of the questioning. If the student denies ~~any~~ involvement or culpability in any part of the suspected activities, the student will be afforded the opportunity to present his or her their side of the story, orally or in writing.

Interviews and Interrogations Questioning by Law Enforcement Officials

**All contact between the school and law enforcement on matters involving students shall be made through the building or District office.**

If a law enforcement officer is present on school property solely to question a specific, identified student, the school's administrative personnel shall bring the student to a designated location for questioning. Law enforcement officers who are present for such an interview should not otherwise roam the school's facility in an effort to locate the student. They should remain in the administration office while school personnel seek out the student. However, if there is a safety concern or other emergency situation involving a student, the school and law enforcement official shall work together on the best way to contact that student.

Any questioning of a student by law enforcement should take place in a private room or area where confidentiality can be maintained.

A public school shall notify a student's parent or legal guardian by phone call if a minor student has been or may be questioned by a school resource officer or other law enforcement official, unless the child is a victim or suspected victim of physical child abuse, abandonment, and/or neglect.



**[OPTIONAL: The School Board prefers that any interview of a student or a detainment of a student occur outside of school hours and outside the school setting, when possible. However, when such activities cannot occur outside of the school setting, the principal or designee will notify a parent/guardian of an interview or detainment of a minor student by law enforcement officials.]**

School personnel shall not require any student to subject themselves to any law enforcement interview. If a parent/legal guardian directs that a student is not to be subject to a law enforcement interview, such direction will be honored by the school and law enforcement will have to make other arrangements to conduct such questioning. Such parental direction shall be required for each case in which a law enforcement officer asks to question a student.

The building principal or their designee may request to be present at the interview, but should not take part in any questioning. If present, the principal or designee should at all times remain a neutral observer.

When students are questioned by law enforcement officers, District personnel are not responsible for a police officer's compliance with the law. If a parent/guardian or student refuses to consent to police questioning, it is the law enforcement officer's responsibility to respond appropriately to such refusal.

#### Questioning by Law Enforcement Officials About School-Related Violations

When a suspected violation of criminal law has occurred on school grounds, at a school sponsored activity, or at an activity involving school operations, law enforcement officers may be notified by school officials to request a criminal investigation. Law enforcement officers may also independently determine that an investigation requiring student interviews is necessary ~~and interrogations is necessary. When law enforcement officers question a student victim, witness, or suspect in such instances, school officials shall make an effort to notify the student's parent/guardian or legal custodian in advance of the interview or interrogation.~~

~~¶¶ When students are interviewed or interrogated by law enforcement officers, the principal or designee shall request that police officers observe all procedural safeguards prescribed by law. However, District personnel are not responsible for a police officer's compliance with the law. If a parent or student refuses to consent to police questioning, it is the law enforcement officer's responsibility to respond appropriately to such refusal.¶¶~~

School discipline investigations conducted by school administrators and criminal investigations conducted by law enforcement officers – with the exception of SRO personnel – shall be conducted in a parallel manner rather than as a joint investigation. Therefore, a school discipline investigation need not stop as soon as the school administrator believes that a crime has been committed. The results of the parallel investigations may be shared among school officials and the police.

### Interviews and Interrogations Questioning by Law Enforcement Officers (About Non-School-Related Violations)

The District strives to maintain cooperative working relations between law enforcement, child protective authorities, and school authorities. Law enforcement officers may wish to interview students regarding their knowledge of suspected criminal activity and may wish to ~~interrogate~~ question students who are themselves suspected of engaging in criminal activity. Except when law enforcement officers have a warrant or other court order, or when emergency or other exigent circumstances exist, ~~such interviews and interrogations are discouraged during the student's class time.~~ conducting such interviews during the student's class time is discouraged. Whenever possible, such questioning on matters not related to school should take place away from school and outside of school hours. Whether an interview will be permitted at school during school hours shall be at the discretion of the principal, except when a warrant or court order requires that it be conducted immediately. The principal and principal's designee have the right and the obligation to take reasonable steps to prevent disruption of school operations and the educational process while at the same time cooperating with law enforcement efforts. Accordingly, the principal or designee shall work together with law enforcement officers to coordinate efforts and minimize or prevent such disruption in cases of student interviews ~~and interrogations~~. In the event of disagreement, the principal or designee shall immediately contact the area administrator or District legal counsel for assistance.

Before any student interview ~~or interrogation~~ begins regarding suspected criminal activity, the principal or designee shall ascertain that the law enforcement officer has proper identification evidencing affiliation with an identified law enforcement agency. ~~The principal or designee shall request that all procedural safeguards prescribed by law are observed by the law enforcement officers when interviewing student witnesses or interrogating student suspects. An effort shall be made to notify the student's parent/guardian or legal custodian in advance of the interview or interrogation regarding suspected criminal activity. Whether or not to postpone the interview or interrogation until the parent arrives is ultimately the law enforcement officer's decision. In cases involving investigation of reported child abuse of a student where the suspected perpetrator is a member of the student's family, such parent/guardian contact would not be warranted.~~ The Idaho Department of Health and Welfare or law enforcement may exclude school personnel from any child abuse investigations ~~and~~ and related interviews and may use a school building to conduct the interview.

### Arrests by Law Enforcement Officers

A law enforcement officer may take a student into custody if the student has been placed under arrest, if the officer declares the student to be in imminent danger, or if the student's parent/guardian ~~or legal custodian~~ and the student consent to such release. ~~The~~ When practical, the officer must first notify the principal or designee so that the student may be summoned to the principal's office and taken into custody in a manner that is as inconspicuous as possible and minimizes disruption of school operations and the educational process. When an emergency situation arises and the student is taken into custody or arrested on school premises without prior notification to the principal or designee, the law enforcement officer should notify school authorities of the situation as soon as possible.

When a student is removed from school by law enforcement officers for any reason, ~~school officials~~ the building principal or designee will make every reasonable effort to notify the student's parent/guardian or legal custodian, including attempts to contact them by phone call or text message. The school official will document such effort in writing. ~~Before removing~~ When law enforcement officers make a formal arrest or the student ~~from school, the police shall sign a release form~~ is otherwise in ~~which they assume full~~ law enforcement custody, any and all responsibility for ~~the~~ that student is transferred to law enforcement personnel. If a school official has reason to believe ~~that a student was removed from~~ a student is wrongly detained or arrested, they shall not interfere in any way but will contact the Superintendent explaining their reason which will be documented by the ~~school by a law enforcement officer without making a valid arrest or without the consent of the student and~~ Superintendent and reported to the parent/guardian or legal custodian, ~~the school official will attempt to immediately contact the area administrator or legal counsel.~~

School officials will notify the appropriate area administrator of the removal of any student from school by law enforcement under any circumstance. ~~School officials shall request that all procedural safeguards prescribed by law are observed by law enforcement officers conducting an arrest.~~ District personnel are not, however, responsible for an officer's legal compliance with respect to said arrest.

Definitions

~~“Interview” means the or “questioning of” means asking a student who may be a witness or victim of~~ about an incident.

~~“Interrogation”~~ “Reasonable Suspicion” means a common-sense belief based on the ~~questioning~~ information at hand that criminal activity or a violation of ~~a student suspected of violating District policy, school rule, or criminal law.~~ ¶

¶  
~~“Reasonable Grounds to Suspect” means more than a generalized suspicion or a mere hunch, but not requiring certainty that a violation/policy has occurred. For example, it may be based upon, among other things, direct observations or the reported observations or experiences of others. It involves a common-sense conclusion about human behavior based upon all of the circumstances presented~~ happened or will happen.

¶  
~~“Probable Cause” means set of probabilities grounded in factual and practical considerations, which would cause a reasonable person to believe that a violation has occurred. It requires having more evidence for than against.~~ ¶

Cross References:	4400	Relations with Law Enforcement and Child Protective Agencies
	4410	Investigations and Arrests by Police
	5260	Abused and Neglected Child Reporting

Legal References: IC § 6-904(1) Tort Claims Against Governmental Entities  
—Exceptions to Governmental Liability  
IC § 16-1605 Child Protective Act: Reporting of Abuse,  
Abandonment or Neglect  
IC § 16-1606 Child Protective Act: Immunity  
IC § 16-1607 Child Protective Act: Reporting in Bad  
Faith-Civil Damages  
IC § 16-1631 Child Protective Act: Authorization for  
Department to Act  
IC § 20-516 Juvenile Corrections Act — Apprehension and  
Release of Juveniles — Detention

Other References: Idaho Att'y Gen. Ann. Rpt. 93-2 (1993) (available at  
<https://www.ag.idaho.gov/content/uploads/2017/12/1993.pdf>) (last accessed November 18,  
2019)

Policy History:

Adopted on:

Revised on:

Reviewed on:

**STUDENTS**

3570

Student Records

School student records are confidential, and information from them shall not be released other than as provided by law. Federal and state laws grant certain rights to parents and students, including the right to inspect, copy, and challenge school records. The information contained in school student records shall be kept current, accurate, clear, and relevant. All information maintained concerning a student receiving special education services shall be directly related to the provision of services to that child. The District may release directory information as permitted by law, but parents shall have the right to object to the release of information regarding their child. Military recruiters and institutions of higher education may request and receive the names, addresses, and telephone numbers of all high school students, unless the parent(s) directs the school not to release this information.

The Superintendent shall implement this policy consistent with State and federal law and may develop administrative procedures to assure compliance with State and federal law. The Superintendent or a designee shall inform staff members of this policy, and shall inform students and their parents of it, as well as their rights regarding student school records.

Cross References:	3575 4260 8605	Student Data Privacy and Security Records Available to the Public Retention of District Records
Legal References:	20 USC § 1232g, <i>et seq.</i>  34 CFR Part 99 IC § 33-133  IC § 33-6001 IC § 33-209  IC § 33-717A	Family Education Right to Privacy Act (FERPA) Implementing FERPA Idaho Student Data Accessibility, Transparency, and Accountability Act — Definitions — Student Data — Use and Limitations — Penalties Parental Rights Attendance at Schools — Transfer of Student Records — Duties Divorce Actions — Parents' Access to Records and Information

Policy History:

Adopted on: June 2015  
Revised on: August 2023  
Reviewed on:

Student Records

Notification to Parents' and Student's of Rights Concerning a Student's School Records

*This notification will be distributed annually and may be distributed by any means likely to reach the parent(s)/guardian(s). The District shall effectively notify parents and eligible students who are disabled and those whose primary or home language is not English.*

The District will maintain a record for each student that shall contain information, including but not limited to the following:

1. Birth certificate;
2. Proof of residency;
3. Unique student identifier;
4. Basic identifying information;
5. Academic transcripts;
6. Immunization records, including exemption documentation;
7. Attendance record;
8. Intelligence and aptitude scores;
9. Psychological reports;
10. Achievement test results;
11. Participation in extracurricular activities;
12. Honors and awards;
13. Special education records (maintained pursuant to IDEA requirements);
14. Verified reports or information from non-educational persons;
15. Verified information of clear relevance to the student's education;
16. Log pertaining to release of this record; and
17. Disciplinary information.

Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) affords parents/guardians and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. They are:

1. **The right to inspect and copy the student's education records within a reasonable time of the day the District receives a request for access.**

Students less than 18 years of age have the right to inspect and copy their permanent record. Parents/guardians or students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to

inspect. The principal will make arrangements for access and notify the parent(s)/guardian(s) or eligible student of the time and place where the records may be inspected.

The District charges a nominal fee for copying, but no one will be denied their right to copies of their records for inability to pay this cost.

The rights contained in this section are denied to any person against whom an order of protection has been entered concerning a student.

When the student reaches 18 years of age, or is attending an institution of post secondary education, all rights and privileges accorded to the parent become exclusively those of the student.

- 2. The right to request an amendment of the student's education records that the parent(s)/guardian(s) or eligible student believes is inaccurate, misleading, irrelevant, or improper.**

Parents/guardians or eligible students may ask the District to amend a record that they believe is inaccurate, misleading, irrelevant, or improper. They should write the school principal or records custodian, clearly identifying the part of the record they want changed, and specify the reason.

If the District decides not to amend the record as requested by the parent(s)/guardian(s) or eligible student, the District will notify the parent(s)/guardian(s) or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Such notice shall be in writing and provided within a reasonable period of time after the hearing. Additional information regarding the hearing procedures will be provided to the parent(s)/guardian(s) or eligible student when notified of the right to a hearing.

- 3. The right to permit disclosure of personally identifiable information contained in the student's education records, except to the extent that FERPA or State law authorizes disclosure without consent.**

Disclosure is permitted without consent to school officials with legitimate educational or administrative interests. A school official is a person employed by the District as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the Board; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent(s)/guardian(s) or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing their tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

Upon request, the District discloses education records without consent to officials of another school district in which a student has enrolled or intends to enroll, as well as to any person as specifically required by State or federal law. Before information is released to individuals described in this paragraph, the parent(s)/guardian(s) will receive written notice of the nature and substance of the information and an opportunity to inspect, copy, and challenge such records. The right to challenge school student records does not apply to:

- A. Academic grades of their child; or
- B. references to expulsions or out-of-school suspensions

if the challenge is made at the time the student's school student records are forwarded to another school to which the student is transferring.

Disclosure is also permitted without consent to: any person for research, statistical reporting, or planning, provided that no student or parent(s)/guardian(s) can be identified; any person named in a court order; and appropriate persons if the knowledge of such information is necessary to protect the health or safety of the student or other persons.

- 4. **The right to a copy of any school student record proposed to be destroyed or deleted.**
- 5. **The right to prohibit the release of directory information concerning the parent's/guardian's child.**

Throughout the school year, the District may release directory information regarding students, limited to:

- A. Name;
- B. Grade level;
- C. Parents'/guardians' names and addresses;
- D. Academic awards, degrees, and honors;
- E. Information in relation to school-sponsored activities, organizations, and athletics;
- F. Major field of study;
- G. Period of attendance in school;
- H. **A student's photo solely for the purpose of publication or recognition of a student's honors, awards, or achievements or for any District informational or promotional use on its social media or other publications.**

*Any parent(s)/guardian(s) or eligible student may prohibit the release of any or all of the above information by delivering a written objection to the building principal within 30 days of the date of this notice. No directory information will be released within this time period, unless the parent(s)/guardian(s) or eligible student is specifically informed otherwise.*



6. **The right to request that that information not be released to military recruiters and/or institutions of higher education.**

Pursuant to federal law, the District is required to release the names, addresses, and telephone numbers of all high school students to military recruiters and institutions of higher education upon request.

Parent(s)/guardian(s) or eligible students may request that the District not release this information, and the District will comply with the request.

7. **The right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA.**

The name and address of the office that administers FERPA is:

U.S. Department of Education  
Student Privacy Policy Office  
400 Maryland Avenue, SW  
Washington, DC 20202-4605

**STUDENTS**

**3570P**

Student Records

Maintenance of School Student Records

The District shall maintain a record for each student that shall contain information, including but not limited to the items listed below, if the District has created or received such information. Items 1 through 7 must be included.

1. Birth certificate;
2. Proof of residency;
3. Unique student identifier;
4. Basic identifying information;
5. Academic transcripts;
6. Immunization records;
7. Attendance records;
8. Intelligence and aptitude scores;
9. Psychological reports;
10. Achievement test results;
11. Participation in extracurricular activities;
12. Honors and awards;
13. Special education records (maintained pursuant to IDEA requirements);
14. Verified reports or information from non-educational persons;
15. Verified information of clear relevance to the student's education;
16. Log pertaining to release of student's record; and
17. Disciplinary information.

The information described above shall be maintained in student records permanently. Other content of the student record shall be maintained for a period of **seven years** after a student graduates or permanently leaves the District, except for those records for which longer retention is required.

**Records for a special education student with disabilities who graduates or permanently withdraws from the District, may not be destroyed until such time or when the District has been given written consent from the parent(s) and/or adult former student to destroy the records or transfer the records to the parent(s) or to the student if the student has succeeded to the rights of the parents. Such written records of individual students are confidential and shall be shredded under supervision of the staff member responsible for the records if not released to the parent(s) and/or adult former student. The records manager should maintain a log that documents the date of destruction or release of records.**

The District's public records custodian, in conjunction with the Superintendent and their designee shall be responsible for the maintenance, retention, or destruction of a student's records, in accordance with the District's procedure established by the Superintendent.

The unique student identifier is a number issued and assigned by the State Department of Education to each student currently enrolled or who will be enrolled. The unique student identifier shall follow the student from each school district or local educational agency (LEA) or upon return to a school district or LEA after an absence no matter the length of absence.

### Access to Student Records

The District shall grant access to student records as follows:

1. The District or any District employee shall not release, disclose, or grant access to information found in any student record except under the conditions set forth in this policy and consistent with the provisions of State and federal law.
2. The parents of a student under 18 years of age shall be entitled to inspect and copy information in the child's school records. Such requests shall be made in writing and directed to the records custodian. Access to the records shall be granted within five school days of the District's receipt of such a request unless state or federal law specifically provides another length of time.

Where the parents are divorced or separated, both shall be permitted to inspect and copy the student's school records unless a court order indicates otherwise. The District shall send copies of the following to both parents at either one's request, unless a court order indicates otherwise or parental rights have been terminated by court order or parental agreement:

- A. Academic progress reports or records;
- B. Health reports;
- C. Notices of parent-teacher conferences;
- D. School calendars distributed to parents/guardians; and
- E. Notices about open houses and other major school events, including pupil-parent interaction.

When the student reaches 18 years of age, graduates from high school, marries, enters military service, or becomes legally emancipated all rights and privileges accorded to the parent become exclusively those of the student. The parents of dependent students, as defined by the Internal Revenue Service (i.e. student termed dependent for income tax purposes) may have access to student educational records if the parents establish, via either a copy of the applicable tax forms and/or a Parental Affidavit for Educational Records attesting to the student's dependent status.

Access shall not be granted to the parent or the student to confidential letters and recommendations concerning the admission to a post-secondary educational institution,

applications for employment, or the receipt of an honor or award, if the student has waived their right of access, after being advised of their right to obtain the names of all persons making such confidential letters or statements.

3. The District may grant access to, or release information from, student records to employees or officials of the District or the Idaho State Board of Education, provided a current, demonstrable, educational or administrative need is shown, without parental consent or notification. Access in such cases shall be limited to the satisfaction of that need.
4. For purposes of an audit or evaluation by a federal or State-supported education program, and to comply with federal requirements related to such a program. The receiving entity must be a State or educational authority or another entity allowed by the Family Educational Rights and Privacy Act (FERPA), or must be an authorized representative of such an entity.

For each new audit, evaluation, or enforcement effort, the District shall enter into a written agreement when designating anyone other than its employee as its authorized representative. The District shall be responsible for using reasonable methods to ensure, to the greatest extent practicable, that the authorized representative:

- A. Uses the personal information only for the authorized purpose;
  - B. Protects the personal information from further unauthorized disclosures or other uses; and
  - C. Destroys the personal information when it is no longer needed for the authorized purpose. Such destruction shall be affected by any specified time period set forth in the written agreement.
5. The District may grant access to, or release information from, student records without parental consent or notification to any person, for the purpose of research, statistical reporting, or planning, provided that no student or parent can be identified from the information released, and the person to whom the information is released signs an affidavit agreeing to comply with all applicable statutes and rules pertaining to school student records. Any such release in this regard shall be consistent with Idaho Code and Policy 3575 relating to the limitations on the release of student data.
  6. The District shall grant access to, or release information from, a student's records pursuant to a court order or appropriate subpoena. In most instances, the parent/qualified student shall be given prompt written notice of such order/subpoena, a general statement of the documents which will be released, and the proposed date of release of the documentation requested. However, there are very limited circumstances under the USA Patriot Act where schools are required to disclose information without notice to the parent or student to the Attorney General of the United States upon an ex parte order in connection with the investigation or prosecution of terrorism crimes or other such specified situations when the court order prohibits disclosure (i.e. Federal Grand Jury

Subpoena or Law Enforcement Subpoena wherein such order indicates disclosure is not permitted).

7. The District shall grant access to or release information from any student record as specifically required by federal or state statute.
8. The District shall grant access to, or release information from, student records to any person possessing a written, dated consent, signed by the parent or eligible student with particularity as to whom the records may be released, the information or record to be released, and the reason for the release. One copy of the consent form will be kept in the records, and one copy shall be mailed to the parent or eligible student by the Superintendent. Whenever the District requests the consent to release certain records, the records custodian shall inform the parent or eligible student of the right to limit such consent to specific portions of information in the records.
9. The District may release student records to the Superintendent or an official with similar responsibilities in a school in which the student has enrolled or intends to enroll, upon written request from such official.
10. Prior to the release of any records or information under items 6, 7, 8, and 9 above, the District shall provide prompt written notice to the parents or eligible student of this intended action except as specified in item 6. This notification shall include a statement concerning the nature and substance of the records to be released and the right to inspect, copy, and challenge the contents.
11. The District may release student records or information in connection with an emergency, without parental consent, if the knowledge of such information is necessary to protect the health or safety of the student or other persons. The records custodian shall make this decision taking into consideration the nature of the emergency, the seriousness of the threat to the health and safety of the student or other persons, the need for such records to meet the emergency, and whether the persons to whom such records are released are in a position to deal with the emergency. Any release that is made must be narrowly tailored considering the immediacy, magnitude, and specificity of the information concerning the emergency and the information should only be released to those persons whose knowledge of the information is necessary to provide immediate protection of the health and safety of the student or other individuals (i.e. law enforcement, public health officials, trained medical personnel). The exception is temporarily limited to the period of the emergency and does not allow for a blanket release of personally identifiable information from a student's records. The District shall notify the parents or eligible student as soon as possible of the information released; the date of the release; the person, agency, or organization to which the release was made; and the purpose of the release and the same information shall be recorded in the student's record log.
12. The District will comply with an *ex parte* order requiring it to permit the U.S. Attorney General or designee to have access to a student's school records without notice to or consent of the student's parent(s)/guardian(s).

13. The District may charge a fee for copying information in the student's records. No parent or student shall be precluded from copying information because of financial hardship. See Policy 4260 for information regarding the District copy fee schedule.
14. A log of all releases of information from student records, including all instances of access granted, whether or not records were copied, shall be kept and maintained as part of such records. This log shall be maintained for the life of the student record and shall be accessible only to the parent or eligible student, records custodian, or other such person. The log of release shall include:
  - A. Information released or made accessible;
  - B. The name and signature of the records custodian;
  - C. The name and position of the person requesting the release or access;
  - D. The legitimate interests the parties had in requesting or obtaining the information;
  - E. The date of the release or grant of access;
  - F. A copy of any consent to such release; and
  - G. Any additional information required by State or federal law.

#### Directory Information

The District may release certain directory information regarding students, except that parents may prohibit such a release. Directory information shall be limited to:

1. Name;
2. Grade level;
3. Parents'/guardians' names and addresses;
4. Academic awards, degrees, and honors;
5. Information in relation to school-sponsored activities, organizations, and athletics;
6. Major field of study;
7. Period of attendance in school; and
8. **A student's photo solely for the purpose of publication or recognition of a student's honors, awards, or achievements, or for any District informational or promotional use on its social media or other publications, or for any yearbook.**

The notification to parents and students concerning school records will inform them of their right to object to the release of directory information.

#### Military Recruiters/Institutions of Higher Education

Pursuant to federal law, the District is required to release the names, addresses, and telephone numbers of all high school students to military recruiters and institutions of higher education upon request. The notification to parents and students concerning school records will inform them of their right to object to the release of this information.

### Student Record Challenges

Parents/guardians may challenge the accuracy, relevancy, or propriety of the records, except for grades, and references to expulsions or out-of-school suspensions, if the challenge is made when the student's school records are being forwarded to another school. They have the right to request a hearing at which each party has:

1. The right to present evidence and to call witnesses;
2. The right to cross-examine witnesses;
3. The right to counsel;
4. The right to a written statement of any decision and the reasons therefore; and
5. The right to appeal an adverse decision to an administrative tribunal or official, to be established or designated by the State Board.

The parents may insert a written statement of reasonable length describing their position on disputed information. The school will include a statement in any release of the information in dispute.

### Procedure History:

Promulgated on: June 2015

Revised on: August 2023

Reviewed on:

Visitors to the Schools

While the District encourages visits by Trustees, parents, and citizens to all District buildings, all visitors are required to report to the main office upon entering any District building.

All building administrators shall ensure that prominent notices are posted at each entrance requiring that all visitors first report to the administrative office. This includes all parents, Trustees, volunteers, social service workers, invited speakers, maintenance and repair persons not employed by the District, salespersons, representatives of the news media, former students, and any other visitors.

An individual who wishes to visit a classroom during instructional time may only do so with approval from the building principal and classroom teacher. Parents/guardians of District students shall have reasonable access to observe all school activities during school hours in which the child is enrolled, provided they have received permission. Parents/guardians who are otherwise legally prohibited from such access shall not be granted this permission. Such visits shall not be permitted if their occurrence, duration, frequency, or conduct on campus interferes with the delivery of instruction or disrupts the normal school environment.

Nothing in this section shall prevent a reasonable denial of entry due to emergency or safety drills, situations outlined in school safety plans, an emergency lockdown, periods of statewide testing, school officials' enforcement of the provisions of section IC 33-512, or other specific situations listed in District policy or building rules.

Conferences should be held outside school hours or during the teacher's conference or prep time.

Conduct on School Property

The District expects mutual respect, civility, and orderly conduct among all individuals on school property or at a school event. No person on school property or at a school event shall:

1. Injure, threaten, harass, or intimidate a staff member, a Trustee, sports official or coach, or any other person;
2. Damage or threaten to damage another's property;
3. Damage or deface District property;
4. Violate any Idaho law, or town or county ordinance;
5. Smoke or otherwise use tobacco products;
6. Consume, possess, distribute, or be under the influence of alcoholic beverages or illegal drugs, or possess dangerous devices or weapons except in accordance with Policy 3330;
7. Impede, delay, disrupt, or otherwise interfere with any school activity or function, including using cellular phones in a disruptive manner;



8. Make an audio or video recording in the classroom without prior approval of the building principal and classroom teacher;
9. Enter upon any portion of school premises at any time for purposes other than those that are lawful and authorized by the School Board;
10. Operate a motor vehicle:
  - A. In a risky manner;
  - B. In excess of 20 miles per hour; or
  - C. In violation of an authorized District employee's directive;
11. Engage in any risky behavior, including rollerblading, roller skating, or skateboarding; or
12. Violate other District policies or regulations, or an authorized District employee's directive.

Enforcement

The administration has authority to request assistance from law enforcement if any visitor or unauthorized individual refuses to leave school grounds or creates a disturbance. Violation of District policy may lead to removal from the building or grounds and denial of further access to District buildings or grounds.

Anyone observing a person violating this policy shall immediately notify the building principal or designee. The principal or designee may direct the person to leave or remove them from the school premises or area. If the individual does not leave voluntarily or resists removal, law enforcement shall be notified and requested to assist in the removal. The principal or designee shall notify the Superintendent's office immediately if such a situation develops.

Unauthorized persons loitering in or about any school building, or on school grounds shall be asked to leave the premises. Any such person failing to leave the premises shall be considered to be in probable violation of disorderly conduct or trespassing statutes. Law enforcement shall be notified and requested to remove the individual from the building or grounds.

<p>Cross References:</p> <p>3330 4320 4420</p>	<p>Student Discipline Disruption of School Operations Visits to District Property by Sex Offenders</p>
<p>Legal Reference:</p> <p>IC § 33-512 IC § 33-6601(8)</p>	<p>Governance of Schools Parental Rights</p>

Policy History:

Adopted on: June 2015  
Revised on: August 2023  
Reviewed on:

¶

**COMMUNITY RELATIONS**

¶

Investigations and Arrests by Police

¶

All contact between the school and the police department on matters involving students shall be made through the administrative office. The police have ample opportunity to talk to a student away from the school and before or after school hours. They should be encouraged to do so. Law enforcement authorities should only be allowed to conduct an interview in the school if they can show that special circumstances exist or if the interview is at the request of the school. This determination should be made by the principal or Superintendent.¶

¶

If the police have a warrant for the student's arrest, they must be permitted to arrest the student; however, whenever possible, the arrest should be conducted in the principal's office out of view of other students. Before removing a student from school, the police shall sign a release form in which they assume full responsibility for the student;¶

¶

1. Law enforcement personnel should not be allowed to roam about the school until the student is found. They should remain in the administration office while school personnel seek out the student;¶
- 2.¶
3. If possible, the educational program of the student should not be disrupted to allow for police questioning;¶

¶

4. Any questioning by police should be conducted in a private room or area where confidentiality can be maintained;¶
- 5.¶

If law enforcement officials are to be allowed to question a student under the age of 18, a reasonable attempt shall be made to notify the parents, except in cases of suspected child abuse or child neglect involving the parent. The parents should be given the opportunity to come to the school prior to the questioning; and¶

¶

6. If the parents are notified and are able to attend, they should be allowed to be present at the interview. The administrator should be present at the interview, but should not take part in any questioning. The administrator should at all times remain a neutral observer.¶

¶

¶

Cross References: 3545 Student Interviews, Interrogations or Arrests ¶  
 5260 Abused and Neglected Child Reporting ¶

¶

Policy History

Adopted on:¶

Revised on:¶

Reviewed on:

Visits to District Property by Sex Offenders

The Dietrich School District recognizes the danger sex offenders pose to student safety. Therefore, the District implements this policy in an effort to protect students while they are under the control and supervision of the District.

For the purposes of this policy, “school property” means school buildings, District buildings not being used as a school, vehicles used for school purposes, any location being utilized during a school athletic event or other school-sponsored event, properties posted with a notice that they are used by a school, and school grounds.

Sample Posted Notice

School districts shall post a notice, as required by Idaho Code, and shall be at least 100 square inches, be placed at commonly used entrances to the property, and contain the following statement:

“This property is used by or as a school. Pursuant to IC § 18-8329, registered sex offenders only have limited rights to enter upon or be near school property. Please contact the school district at 208-544-2158 or your probation/parole officer for more information.”

Prohibitions

State law prohibits a person who is currently registered or is required to register under the sex offender registration act to:

1. Be on or remain on the premises of a school building or school grounds, or upon other properties posted with a notice that they are used by a school, when the person believes children under the age of 18 years are present and are involved in a school activity or when children are present within 30 minutes before or after a school activity;
2. Loiter on a public way within 500 feet of the property line of school grounds or a school building when children under the age of 18 years are present;
3. Be in any vehicle owned, leased, or contracted by a school to transport students to or from school or school-related activities when children under the age of 18 years are present in the vehicle; or
4. Reside within 500 feet of a school, measured from the nearest point of the exterior wall of the offenders’ dwelling unit to the school’s property line, unless the person’s residence was established prior to July 1, 2006.

Items 1 and 2 from the list above shall not apply when the person:

1. Is a student in attendance at the school; or
2. Resides at a State licensed or certified facility for incarceration, health care, or convalescent care; or
3. Is exercising their right to vote in public elections;
4. Is taking delivery of their mail through an official post office located on school grounds;
5. Has contacted the District Office annually to obtain written permission from the District to be on the school grounds or upon other property posted with a notice that the property is used by a school; or
6. Stays at a homeless shelter or resides at a recovery facility if such shelter or facility has been approved for sex offenders by the county sheriff or municipal police chief.

**These provisions are required for an individual who is dropping off or picking up a student and is the student's parent or legal guardian; is attending an academic conference or other scheduled extracurricular event; or is temporarily on school grounds, during school hours, for the purpose of delivering mail, food, or other items.**

An individual seeking written permission as outlined above must contact the District at least ten work days prior to the first visit. In determining whether to grant written permission as provided above, the District may, in its discretion, consider the nature of the offense committed, the time since an offense has been committed, the safety of the students, the likely disruption caused by the individual's access to the property, or any other factor. The District will provide a response to the requesting individual within seven days of receipt of the request.

#### Sex Offender Registry Notification

The Superintendent or their designee shall request notification of registered sex offenders in the same or contiguous zip codes as any school within the District. The request can be made to either the Idaho State Police, the local Sheriff's Department, or the Idaho State Superintendent of Public Instruction. Such request and notification shall be made in accordance with Idaho Code. The information in the sex offender registries is for purposes of protecting the public. It is not to be used for the purpose of harassing or intimidating anyone.

#### Staff Notification

At a quarterly meeting, the building principal shall disseminate sex offender registry information received. The principal shall inform staff of the roles and responsibilities of staff in dealing with instances of convicted sex offenders on school property, including, but not limited to, sex offenders on school property without approval, and/or whether a staff member is the school official assigned to escort the sex offender.

When sex offender registry information is disseminated by the principal, it shall include a notice that such information should not be shared with others and may only be used for the purposes discussed in this policy and in accordance with Idaho Code. Employees who share registry information with others may be disciplined.

Enforcement

Any staff member may request identification from any person on school property. Any staff member shall seek the immediate removal of any person who refuses to provide requested identification. As circumstances warrant, the District's administrators shall take appropriate action to enforce this policy. If a sex offender violates this policy, school officials shall immediately contact law enforcement.

Legal References:	IC § 18-916	Abuse of School Teachers
	IC § 18-8323	Public Access to Sexual Offender Registry Information
	IC § 18-8324	Dissemination of Registry Information
	IC § 18-8326	Penalties for Vigilantism or Other Misuse of Information
	IC § 18-8329	Adult Criminal Sex Offenders – Prohibited Access to School Children
	IC § 33-512(11)	Governance of Schools – District Permitted to Prohibit Entry to School Grounds

Policy History:

Adopted on: December 2016

Revised on: August 2023

Reviewed on:

Public Gifts to the Schools: Donations of Material/Equipment Affecting Building Structure or Maintenance

Organizations desiring to donate equipment or material that will affect the physical structure of a building, either in appearance or in operating maintenance expense, must have the project approved by the school administration.

Items to be donated must meet the technical specifications and standards of similar equipment or materials purchased by the District. If items are not new, the condition of the equipment or materials must be evaluated by qualified persons other than the organization making the donation.

The following procedures shall apply to filing a project request:

1. The organization desiring to make the donation must ensure the proposed project will not cause inequitable treatment of any student(s) or student group(s).
2. The organization will discuss the proposed project with the building principal prior to filing a request with the central office.
3. After discussion with the building principal, the organization will submit a written request to the director of property services specifying the type of item to be donated; the technical specifications of the item; and information regarding installation, maintenance, and replacement of the item.
4. The request will be evaluated by a committee appointed by the Superintendent or designee. The committee will use the following criteria in evaluating the proposed project:
  - A. Educational value to the student body;
  - B. Cost factors in relation to the Board's approved budget including:
    - i. Immediate costs such as installation or remodeling;
    - ii. Long-range costs such as operation and maintenance; and
    - iii. Replacement costs when the item is no longer operable.
  - C. Technical quality of the proposed donated item; and
  - D. Commitment of the donating organization to continuance of the project.
5. Based upon the committee's evaluation and recommendations, the Superintendent will approve or disapprove the request. If the request is disapproved, the committee will make

recommendations to the requesting organization as to requirements necessary to approve the request.

6. If a project is disapproved by the committee and the Superintendent, the requesting organization may appeal the decision to the Board.

#### Donations Regarding National Motto

In accordance with Idaho law, the District is prepared to receive donations to display the national motto as described in Policy 9802.

Cross Reference: 9802

Display of National Motto

#### Policy History

Adopted on: March 2016

Revised on: August 2023

Reviewed on:

**Personnel**

**Personal Leave**

Each employee may be granted, upon written request, 4 days of personal leave with pay, as defined by the employee's regular work day, at no cost to the employee. . Requests for personal leave must be made in writing and submitted to the supervisor a minimum of one (1) day in advance. In emergency situations a verbal request may be made. Two additional days of personal leave may be requested with stipulation that the employee reimburse the District the amount paid for the certified substitutes. An employee who has used personal leave in excess of that which was earned, shall have that percentage of their contract or work agreement deducted from their paycheck for each additional day of personal leave

Requests for personal leave will be limited to extraordinary circumstances during the first and last two (2) weeks of school and the last two (2) days immediately preceding or following a school vacation. Personnel shall be granted personal leave at full pay to be taken at the convenience of the District. The direct supervisor may deny or limit approval of personal leave on any given day based on the needs of the school.

Personal leave days are accrued at the rate of one for every one-half of the employee's defined school year. If the employee is hired for less than the full year, the number of personal days will be prorated. These days may be taken as full or half days of any combination thereof resulting in a total of not more than two (2) full days.

At the end of the school year any personal days that have not been used up to 2 may be rolled over to the next school year. The amount of personal leave is not to exceed 6 days in a given year.

Adopted on: October 13, 2015

Revised on: August 2023

Reviewed on:



# **Dietrich School District No. 314**

**5430**

## **PERSONNEL**

### Insurance Benefits for Employees/ Trustees

Certificated employees who are hired at 0.5 FTE or greater, will be eligible for insurance benefits offered by the District.

Classified employees who work twenty (20) hours or more per week will be eligible group health insurance.

The District shall provide a healthcare plan on a continuous, twelve month basis for all eligible employees. The District will fund up to \$755.00 per month for all eligible full time employees (classified who work thirty (30) hours or more per week and certificated contracted for 0.75 FTE or greater), to be used towards District health, dental, and vision insurance monthly premiums. The District will fund 3.00 per employee for District life Insurance policy.

The District will fund up to half of the staff allocated insurance premium amount per month for employees who are hired part-time (classified who work between twenty (20) and twenty-nine (29) hours per week and certificated contracted between 0.5 and 0.74 FTE) to be used toward District health, dental, vision, and life insurance monthly premiums. The District will fund 3.00 per employee for District life Insurance policy.

Trustees will be allowed to participate in the District's group health insurance program provided that any Trustee who desires to participate in such program shall pay the monthly premium to the District by the 15<sup>th</sup> of each month. Should any Trustee fail to make premium payments as set forth herein, his or her insurance coverage will be automatically cancelled.

Legal Reference: I.C. § 33-517A School Districts – Non-Certificated Employees – Group Health Insurance

I.C. § 67-5763 Governmental Body Authorized to Make Contracts for Group Insurance for Officers and Employees

### Policy History:

Adopted on: June 2015

Revised on: July 2022

Reviewed on:

Entering into Professional Service Contracts with Design Professionals, Construction Managers, and Professional Land Surveyors — The Request for Qualifications Policy

Selection of Public Works Professionals to be Based on Qualifications

Notwithstanding any other provision of law to the contrary, it shall be the policy of this state that all public agencies and political subdivisions of the State of Idaho and their agents shall make selections for professional engineering, architectural, landscape architecture, construction management, and professional land surveying services, by persons and firms licensed pursuant to Idaho law to perform such professional services, on the basis of qualifications and demonstrated competence, and shall negotiate contracts or agreements with licensed professional(s) selected to provide the requested professional service(s).

No proposal, bid, or qualifications shall be accepted or denied based on environmental, social, and governance (ESG) standards, including screening or scoring bids, in whole or in part, on subjective ethical or sustainability criteria unrelated to the specifications in a solicitation or qualifications of a bidder.

Procedures to Select Public Works Professionals for Contracts Greater than \$50,000

In carrying out this policy the Board shall use the following guidelines when securing contracts for engineering, architectural, landscape architecture, construction management, and land surveying services on projects for which the professional service fee is anticipated to exceed the total sum of \$50,000, excluding, however, those professional services contracts previously awarded by the District for an associated or phased project, and for which the expenditure is otherwise exempt from the bidding process otherwise required by law. To implement this policy:

1. The Board or its designee will provide a general description of the services being solicited and encourage persons or firms engaged in the services being solicited to submit statements of qualifications and past performance data.
2. The Board or its designee will establish and make available to the public a request for qualifications that includes the criteria and the procedures to be used for measurable scoring, ranking, and selection of qualified persons or firms to perform such services.
3. After receiving responses to a request for qualifications, the Board or its designee shall score and rank the responding persons and firms based on their qualifications and demonstrated competence pursuant to the Board's or its designee's established criteria and procedures. The list of ranked respondents, including the scoring used to develop the ranking, shall be made available to the public. Some examples of selection criteria for consideration may include but are not limited to:

- A. A description of the firm, including its location and longevity;
  - B. Its past performance;
  - C. Its project manager and key staff experience, education, and training;
  - D. Its experience with similar projects;
  - E. Its specific approach to projects or assignments;
  - F. Its proposed schedule, if applicable; and
  - G. Its quality control procedures.
4. The Board or its designee shall select for negotiation the persons or firms whom the public agency or political subdivision determines to be the highest-ranked and best qualified.
  5. The Board or its designee shall next negotiate with the highest-ranked person or firm for a contract or an agreement to perform such services at a price determined by the District to be reasonable and fair to the public after considering the estimated value, the scope, the complexity, schedule, and the nature of the services required.
  6. In the event the Board or its designee is unable to negotiate a satisfactory contract or agreement with the highest-ranked person or firm, it shall formally terminate negotiations and undertake negotiations with the next highest-ranked person or firm, following the procedure prescribed above.
  7. In the event the Board or its designee is unable to negotiate a satisfactory contract or agreement with any of the selected persons or firms, it may recommence negotiations as described in the two items immediately above, until a contract or agreement is reached, or may, in its discretion, cancel the procurement.
  8. **Published Request for Qualifications.** When the Board solicits proposals for qualifications for engineering, architectural, landscape architecture, construction management, or land surveying services for which the professional service fee is anticipated to exceed the total sum of \$50,000, it shall publish public notice in the same manner as required for procurement of public works construction projects set forth at Procedure 7405P, which sets forth the procedures required by Section 67-2805(2) of Idaho Code.
  9. **A List of Qualified Professionals.** In fulfilling the requirements of the items above, the Board may establish and select from a list of two or more persons or firms selected and preapproved for consideration by the public agency or political subdivision. When creating a preapproved list of qualified professionals, the Board or its designee shall first publish notice as set forth in the item immediately above. When selecting from such list, no notice shall be required; and
  10. Any list established under this item will be valid for up to five years, unless canceled by the Board prior to the list's expiration where the Board has first determined in open session that cancellation of the list would be in the public's best interest.

## Procedures to Select Public Works Professionals for Contracts Less than \$50,000

When securing contracts for engineering, architectural, landscape architecture, construction management, or land surveying services on projects for which the professional service fee is anticipated to be less than the total sum of \$50,000, the Board may use the guidelines set forth in the above paragraphs, or may establish its own guidelines for selection based on demonstrated competence and qualifications to perform the type of services required, which shall then be followed by negotiation of the fee at a price determined by the Board to be fair and reasonable after considering the estimated value, scope, complexity, schedule, and nature of services required.

### Approvals for Phased Projects

When the Board has previously awarded a professional services contract to a person or firm for an associated or phased project, the public agency or political subdivision may, at its discretion and in accordance with all provisions of Section 59-1026 of Idaho Code, negotiate an extended or new professional services contract with that person or firm.

Cross References:	7405P	Procuring Public Works, Services, and Personal Property
Legal References:	IC § 67-2320	Professional Service Contracts with Design Professionals, Construction Managers and Professional Land Surveyors
	IC § 67-2347	Prohibition of Environmental, Social, and Governance Standards in Public Contracts
	IC § 67-2805	Procurement of Public Works Construction
	IC § 59-1026	Willful and Knowing Avoidance of Competitive Bidding and Procurement Statutes
Other Reference:	Policies and Procedures Used Template, Idaho State Department of Education, <a href="http://www.sde.idaho.gov/sped/funding/">http://www.sde.idaho.gov/sped/funding/</a>	

### Policy History:

Adopted on: December 2019

Revised on: August 2023

Reviewed on:

Facilities Separated by Sex

For the purposes of this policy, a student's sex shall be the sex indicated on a student's birth certificate. If a student does not have a birth certificate, consistent with Section 18-4511, Idaho Code, an alternative form of governmental identification may be considered for determination of a student's sex under this policy. Under no circumstances shall District personnel require a medical exam or physical inspection to establish a person's sex.

This policy discusses the use of bathrooms, changing facilities, and sleeping rooms. It does not refer to any other spaces or activities separated on the basis of gender.

All areas assigned as a place to sleep during a District-sponsored overnight trip as well as all District restroom and changing facilities that can be used by more than one person at a time shall be designated for use either by people who are male or female. A person may only enter such a multi-occupancy sleeping area, restroom, or changing facility if the facility's designated sex corresponds to the user's sex, except in the following cases:

1. Sharing of facilities by members of the same family;
2. When a person requires use of such a multi-occupancy sleeping area, restroom, or changing facility and one corresponding to their sex is not reasonably available at the time. In such cases, steps shall be taken to protect the privacy of all students using the facility;
3. A person is employed to clean, maintain, or inspect a restroom, changing room, or sleeping room;
4. A person enters a restroom or facility to render medical assistance;
5. A person who needs assistance is accompanied by one of the following whose sex corresponds to the sex designated for the facility:
  - A. A family member;
  - B. A legal guardian; or
  - C. A designee chosen by the person requiring assistance.
6. Coaching staff and personnel during athletic events;
7. During an ongoing natural disaster or emergency; or
8. When entry to the facility is necessary to prevent a serious threat to good order or student safety.

The sex designation of restrooms and changing facilities may be temporarily changed.

Single-occupancy restrooms and changing facilities or restrooms and changing facilities may be designated for unisex or family use provided they are conspicuously marked as such.

Accommodation Upon Request

Upon written request for accommodation, each District school shall provide reasonable accommodation to any individual who, for any reason, is unwilling or unable to use a multi-occupancy restroom, changing facility, or sleeping room designated for the person's sex. Such accommodation may include use of a single-occupant facility. Such accommodation may not include access to a multi-person restroom, changing room, or sleeping room when:

1. The facility is designated for the sex that does not correspond to the individual's own sex; and
2. A person whose sex differs from the person to be accommodated is or could be present.

The Board directs the Superintendent to take reasonable steps to enforce and implement this policy.

Cross References:    2250                      Field Trips, Excursions, and Outdoor Education  
                                 3460                      School-Related Foreign Travel by Students

Legal References:    IC § 33-6602 et seq.                      Definitions

Policy History:

Adopted on: August 2023

Revised on:

Reviewed on:

## **Dean of Students Report**

We are looking forward to getting the 2023-2024 school year started. Almost everything is ready to go, other than solidifying the class schedule. That is dependent on what happens with the few open positions and when/how they are filled.

## **Athletic Report**

Fall sports are about to begin. Practice for all of the high school teams will begin on August 7th. Football camp is scheduled for August 10th-12th. Junior high sports are free to start practice when they would like, but they often do not start until the first week of school. Junior high football is still currently up in the air as we have not received any interest in taking the job. During the interview process for an open teaching position, we did have a candidate share that they would be willing to coach junior high football if hired.

## Dietrich School District #314 Operational COVID Protocol

### 1. Green Traditional

- a. If no community spread and the following plans are in place and approved by the local health authority.
  - i. Cleaning /disinfection – plan approved by SCPHD (see below)
  - ii. Protocols for Social Distancing
    - 1. Maintain social distancing as much as possible.
      - a. Discuss social distancing with students. Classrooms will be set up to allow for social distancing and signs will be put up around the school.
      - b. Face covering optional District will have facemasks available for any student or staff member who would like to wear them. All staff who wear masks must wear them properly. Staff will be instructed on how to handle situations if masks are not worn properly.
  - iii. Plan for vulnerable staff / students.
    - 1. Staff: Work with individual staff members with a plan for their classrooms.
    - 2. Students: Online IDLA classes are optional for vulnerable students or individual plan developed with parents and administration.
  - iv. Teach and reinforce hand hygiene and respiratory etiquette
  - v. Have a plan in place to allow for the immediate separation of staff/students who present COVID-19 Symptoms.
  - vi. Post signs in highly visible locations (school entrances, bathrooms, office, etc.) that promote everyday protective measures.
  - vii. Ensure policies and practices don't encourage students/staff to come to school sick.

### 2. Yellow Enhanced traditional

- a. If minimal-moderate community spread and the following plans are in place and approved by local health authority:
  - i. Cleaning/Disinfection plan approved by SCPHD (see below)
  - ii. Protocols for social distancing
    - 1. Maintain social distancing as much as possible
      - a. Discuss social distancing with students. Classrooms will be set up to allow for social distancing and signs will be put up around the school.
      - b. Restrict classroom activities that don't allow for 3 feet of distance between students as much as possible.
      - c. Restrict mixing of student groups to reduce potential exposure.
    - 2. Restrict activities with large gatherings where social distancing cannot be maintained.



3. Face coverings optional but recommended in situations where social distancing cannot be maintained. District will have facemasks available for staff and students. When facemasks are worn they must be worn properly. Staff will be trained on how to handle situations when masks are not worn properly.
  - iii. Plans for Vulnerable students/staff
    1. Staff: Plan developed with individual staff members.
    2. Students: Online/ Packets are optional or individual plan developed with parent and administration.
  - iv. Teach and reinforce hand hygiene and respiratory etiquette
  - v. Have a plan in place to allow for the immediate separation of students/ staff who present COVID-19 symptoms at school.
  - vi. An off-site education delivery plan will be available in the event students remain home for extended period of time and or schools shut down.
  - vii. Post signs in highly visible locations (school entrances, bathrooms, office, etc.) that promote everyday protective measures.
  - viii. Ensure policies and practices don't encourage students/staff to come to school sick.
3. ● **Red Full Distance**
- a. If Substantial community spread or substantial number of impacted Students/staff
    - i. Fully Remote Learning
      1. Elementary Online/Packets Delivered
      2. Secondary Online

### **School Closure Protocols**

1. Confirmed related case (s) in a school (same group of students)
  - a. Contact Public Health: Tamara Strong 208-737-5932
  - b. Notify Parents and Staff
  - c. Potential closure of school or classroom for up to 5 days in coordination. With SCPHD.
  - d. Contact trace students/staff with close contact (6 feet from 15 minutes within 2 days of the onset of symptoms.) and mandate quarantine for 10 days.
  - e. Deep Cleaning of School (Use vital oxide to sanitize the entire building)
2. Two or more unrelated cases in the same period of time.
  - a. Contact Public Health: Tamara Strong 208-737-5932
  - b. Notify Parents and Staff
  - c. Potential indefinite closure of school building or classroom- no new cases for up to 14 days in coordination with SCPHD.
  - d. Contact trace students/staff with close contact (6 feet from 15 minutes within 2 days of the onset of symptoms.) and mandate quarantine for 10 days.
  - e. Deep Cleaning of School (Use vital oxide system to sanitize the entire building)

3. Multiple Cases in school with significant number of contacts
  - a. Contact Public Health: Tamara Strong 208-737-5932
  - b. Notify Parents and Staff
  - c. Potential indefinite closure of school building or classroom- no new cases for up to 14 days in coordination with SCPHD.
  - d. Contact trace students/staff with close contact (6 feet from 15 minutes within 2 days of the onset of symptoms.) and mandate quarantine for 10 days.
  - e. Deep Cleaning of Facilities (Use vital oxide system to sanitize the entire building)

**Return to School** : When students /staff can return after testing positive for or being exposed to COVID-19.

1. Following guidance from SCPHD. All surveillance of positive cases or probable cases will be done by the Health Department and they will provide guidance. Presently the standards for returning are:
  - a. If student/staff member tested positive or was presumed positive for COVID-19 and had symptoms, they can return to school after:
    - i. It has been 10 days since symptoms first appeared.
    - ii. 24 hours with no fever and use of fever reducing medication AND 24 hours of symptom improvement
  - b. If a student/staff member tested positive for COVID-19 but did not have symptoms they can return to school after
    - i. 10 days have passed since the test date
    - ii. No symptoms within those 10 days.
  - c. If a student/ staff member has had close contact with a person that has COVID-19 they should:
    - i. Stay home for 14 days after the date of last contact and monitor for symptoms.

### **Cleaning/Disinfection**

- 1.** Follow Approved Cleaning plan – Plan approved by SCPHD.
  - a.** Cleaning throughout the day.
    - i.** Check all soap dispensers to make sure they are supplied with soap
    - ii.** Check paper towel dispenser throughout the day to make sure they have adequately supplied.
    - iii.** Check all hand sanitizer dispensers in classrooms, entry ways, and office to make sure they are supplied with hand sanitizer.
    - iv.** Wipe down door handles as much as possible with disinfectant.
    - v.** Once a week go through the entire building with vital oxide disinfecting system.
  - b.** Daily Cleaning Classroom
    - i.** Empty all trash and replace liners as needed
    - ii.** Disinfect sinks, countertops, and all hard surfaces.
    - iii.** Teachers and staff : wipe down hard surfaces manipulative, supplies, etc. throughout the day with disinfectant.

