

**HOMEDALE JT. SCHOOL DISTRICT #370**  
**BOARD OF TRUSTEES**  
**AGENDA FOR WEDNESDAY, JANUARY 11, 2012**  
**DISTRICT OFFICE BOARD ROOM -- 116 EAST OWYHEE**  
**7:00 P.M.**

1. SET AGENDA
2. MINUTES OF THE REGULAR DECEMBER 12, 2011 MEETING.
3. BILLS FOR THE MONTH OF DECEMBER, 2011.
4. DELEGATIONS:
  - a. Employees
  - b. Public Forum (5 minutes per group)
5. EMPLOYEE RECOGNITION:
  - a. None
6. REPORTS:
  - a. Technology Integration -- Dave Holmes, Phyllis Beck, Gini Carrow
  - b. Transportation/Maintenance Supervisor -- Tom Muir
  - c. M.S. Activities Director -- Nick Schamber
  - d. H.S. Athletic Director -- Dave Hart
  - e. State/Federal Programs Coordinator -- Debbie Pfeifer
  - f. Principals
  - g. Superintendent
  - h. COSSA
7. OLD BUSINESS:
  - a. Policy
    - Policy 3220 Students, *Student Use of Buildings: Equal Access* (**action**) 2<sup>nd</sup> reading
  - b. JV Baseball Coach Position (**action**)
  - c. \_\_\_\_\_
8. NEW BUSINESS:
  - a. Policy
    - Policy 1.95 School Board Governance/Operation, *Web Publishing Procedures...* (**action**) 1<sup>st</sup> reading
    - Policy 1110 Board of Trustees, *Election* (**action**) 1<sup>st</sup> reading
    - Policy 3570F Students, *Student Records* (**action**) 1<sup>st</sup> reading
    - Policy 3570P Students, *Student Records* (**action**) 1<sup>st</sup> reading
    - Policy 5105 Personnel, *Certificated Personnel Reemployment* (**action**) 1<sup>st</sup> reading
    - Policy 5400 Personnel, *Leave of Absence* (**action**) 1<sup>st</sup> reading
    - Policy 5410 Personnel, *Family Medical Leave* (**action**) 1<sup>st</sup> reading
    - Policy 5410P Personnel, *Family Medical Leave Procedures* (**action**) 1<sup>st</sup> reading
    - Policy 5107 Personnel, *Informal Review* (**action**) 1<sup>st</sup> reading
    - Policy 5130 Personnel, *Administrative Leave* (**action**) 1<sup>st</sup> reading
    - Policy 5220 Personnel, *Assignments, Reassignments, Transfers* (**Prior Policy 5.41**) (**action**) 1<sup>st</sup> reading
    - Policy 5235 Personnel, *Health Examination* (**action**) 1<sup>st</sup> reading
    - Policy 5350 Personnel, *Resignation (Release from Contract)* (**action**) 1<sup>st</sup> reading
    - Policy 5405 Personnel, *Proof of Illness for Sick Leave* (**action**) 1<sup>st</sup> reading
    - Policy 5750 Personnel, *Employing Retired Teachers & Administrators* (**action**) 1<sup>st</sup> reading
  - b. Schedule School Board Visit to Schools (**action**)
  - c. ISBA "Day on the Hill" February 14 & 15 (*information*)
  - d. \_\_\_\_\_
9. EXECUTIVE SESSION:
  - a. Per Idaho Code §67-2345 (a, b)
10. NEW BUSINESS:
  - a. Hire Personnel (**action**)
  - b. Superintendent's Contract (**action**)

## Homedale Joint School District No. 370

### STUDENTS

3220

#### Student Use of Buildings: Equal Access

Non-curriculum related secondary school student organizations may conduct meetings on school premises without intervention on the basis of the religious, political, philosophical or other content of the meeting.

The following criteria must be met:

1. The meeting is voluntary and student-initiated.
2. There is no sponsorship of the meeting by the school, the government, or its agents or employees.
3. The meeting must occur during non-instructional time on regular school days.
4. Employees or agents of the school or government are present only in a non-participatory capacity.
5. The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the school.
6. Non-school persons may not direct, conduct, control, or regularly attend activities.

Although the school assumes no sponsorship of these kinds of meetings, all meetings held on school premises must be scheduled and approved by the principal.

This policy pertains to student meetings. The school has the authority, through its agent or employees, to maintain order and discipline on school premises and to protect the well-being of students and faculty.

Legal Reference: 20 U.S.C. 4071      Equal Access Act  
Board of Education v. Mergens, 110 S.Ct. 2356 (1990)

#### Policy History:

Adopted on:

Revised on:

No Prior Board Policy

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DESCRIPTOR TERM:

District 370 Policy  
File Code: 1.95

School Board Governance and Operation

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Web Publishing Procedures and Guidelines

2004 4-12-04  
Amended & Adopted 2012

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The Homedale School District's web site serves as a central resource for information about the district, its schools, programs, staff and students. This policy governs publication of material on the District's web site as well as on any web site associated with the Homedale School District. As referred in this policy, "web site" refers to any content published on the internet including web sites, blogs, social media pages, etc. whether published on district servers, district hosted services, or by other means.

~~The Homedale School District's web site affords staff the opportunity to publish educational information.~~

~~This document is intended to acquaint authors with the procedures governing material published on, or associated with, the Homedale School District's web site. It is to be understood that all sections are District rules and will be adhered to by anyone contributing to the District's web site.~~

~~While we are aware that this document is lengthy, it is the responsibility of the author to comply with these procedures.~~

### Goals/General Statements

- Goals of the District's web site
  - Provide patrons a resource for obtaining information about the District and schools.
  - Provide teachers a forum for enhanced teaching and for informing patrons about classroom activities and policies.
  - Provide students a place to demonstrate what they have learned ~~as showcased on the classroom teacher's web site.~~
  
- General statements
  - Student and teacher web ~~pages~~ sites will meet the above goals.
  - ~~Web publishing is an opportunity to demonstrate technical and graphic arts skills. These skills should be used to support and enhance information, not to overpower that information.~~ All web pages must be content oriented with graphics and effects that support the display of information without overpowering that content.
  - Every web site will start with a plan that evaluates the real needs of students, teachers, schools and patrons. Evaluation is to be followed by a careful design stage, then the construction of the site.
  - District pages will be updated and maintained as needed to evolve and stay current.

## General Procedures

- The front page of each school's site will be uniform in layout and may not be altered by individual users without permission.
- Students shall not be given rights to upload files to District servers.
- Building principals and staff are responsible for being knowledgeable about the content of their building/program web pages.
- Any deliberate tampering with or misuse of District web pages will be considered vandalism and will be handled in accordance with Policy 7.30 Instructional Program - Technology-Acceptable Usage.
- Advertising
  - ~~You may not~~ No person or school group may be compensated for advertising another site or a product on ~~your~~ the District's web site or other site associated with the District.
  - ~~You may not~~ No person or school group may run a business from the District's web site or other site associated with the District.
  - ~~You may not~~ No person or school group may create a link to an external site (commercial and/or personal) unless that site clearly supports the ~~educational content goals~~ of the ~~school's~~ District's web site.
- Fund Raising
  - Links and promotional logos associated with short term fund raising projects that directly benefit your school or school group may be placed temporarily on your site; ~~but may NOT be displayed prominently on your home page. A text link to the material from your home page is the only acceptable alteration of the home page.~~
  - References to the fund raising project must be removed from your site immediately at the conclusion of the campaign.

## Content & Quality

- Subject Matter
  - All subject matter will relate to District general information, curriculum and instruction, school sponsored activities or other District authorized concerns.
  - Staff or student work may be published only if it pertains to school-related activities and if proper permissions have been granted.
- Web pages may not contain objectionable, offensive, confidential or proprietary material or link to such material.

## Technical & Consistency Standards

- Preparation of all ~~Web-web~~ materials will be created off-line. "Under construction" pages will not be published on the District's site. Pages may not contain links to other pages that are not yet completed.
- All published materials will be free from spelling and grammatical errors.

- Every page will be given a title that clearly identifies the content.
- Every page will have navigation links that direct the visitor to appropriate pages on the web site. [A link to the District web site's home page is encouraged.](#)
- Every page will have appropriate contact information, i.e.: e-mail links, District phone numbers and/or addresses.
- All pages will be tested immediately after posting to insure functionality of links and correct loading of all files.
- Links to external sites will be checked regularly (at least once every 3 months) to insure that those links are still active and relevant.
- Pages that require updating will be maintained in a timely manner.
- Due to limited storage space and in consideration of the visitor, file size is to be kept as small as possible.
- ~~In each directory the District's server is configured to find a default home page named [index.htm](#). Please use this file name for your home page.~~
- Additional consistency standards ~~will~~ may be developed as the need arises.

## Ownership & Control

- All web pages content on the District's server(s) ~~are~~ is the property of the Homedale School District.
- Teachers are encouraged to create and maintain educational sites directly related to curriculum and instruction, a school sponsored activity or other district authorized concern with which the teacher is involved. Sites must conform to District Web Publishing Procedures and Guidelines as defined in this document.
- Subject to approval by the District's Technology Administrator and Webmaster, teacher sites will be linked from the District site. Sites that do not conform to District procedures and content standards will have their links from the District site removed.
- Students may create web pages to be ~~hosted~~ included on the classroom teacher's site for educational purposes directly related to a course, school sponsored activity or other district authorized concern ~~that the student is currently enrolled in~~ in which the student is involved. It is the responsibility of the instructor to ensure that student web sites ~~pages~~ are in total compliance with District rules and procedures before the material is published. Student web pages will be deleted when the student ~~completes the course~~ is no longer involved in the course or activity.
- ~~Only active files that are required for the proper operation of a web site will be stored on the District's server.~~ It is the responsibility of the page's author to maintain only active files for the proper management of the web page and ~~or~~ to delete all other files from the servers.
  - Staff web pages will be deleted when the staff member leaves the District.
  - Out of date files will be removed from the server.
  - Staff web pages ~~will~~ may be moved when the staff member changes locations due to an assignment change.
- ~~Staff sites hosted by third party portal companies or other commercial educational services must be approved by the District's Technology Administrator or Webmaster.~~

- Personal pages of students and/or staff ~~hosted on non-District servers~~ will not be linked from the District's site.
  - ~~Staff authored educational sites hosted on non-District servers may be linked from the District's site and will conform to all District rules and procedures. Prior approval of the Webmaster is required. Sites that do not conform to District procedures will have their links from the District removed.~~
- The District's Technology Administrator or Webmaster will have the authority to remove any content deemed inappropriate [from District servers or hosted services](#).
- The District's Technology Administrator will have final authority for issues related to the content of all pages on the District's web site.

## Security & Privacy

- [Remember that sites are accessible to anyone and that the safety of students, colleagues, and their families is of paramount concern.](#)
- [Information relating to emergency responses, including but not limited to facility maps, floor plans or emergency procedures will not be posted in non-secure areas of the web site.](#)
- ~~The following student information is not to be published without a signed Student Work Release Form. Forms will be submitted to the building principals.~~
  - ~~The student's name~~
  - ~~Participation in officially recognized activities such as sports~~
- [According to the Federal Family Educational Rights and Privacy Act of 1974 \(FERPA\), "directory information" about students may be released by the district without parental consent, provided annual notification has been given and the school does not have on file written denial to release "directory information".](#)
  - [Directory information is defined as information contained in an education record of a student which would not generally be considered harmful or an invasion of privacy if disclosed. Directory information is limited to:](#)
    - [The student's name and grade level](#)
    - [Photographs of the student used by the district for recognition of student achievement and community relations, including, but not limited to, publication in the district's or school's newsletters or publications, in the school setting and on the district's or school's web site](#)
    - [Participation in officially recognized activities such as sports](#)
  - [It is the responsibility of the author of a page to ascertain whether a student's parent or guardian has notified the District that information identified as "directory information" is not to be released. Such notification is stored in the student's cumulative file and is available through the school office.](#)
- Inclusion of [non-directory information such as](#) a student's phone number, address, e-mail address, or information indicating the physical location of a student at a given time, other than attendance at a particular school or participation in a District sponsored activity, is prohibited.
- Authors will exercise discretion ~~in making judgments~~ concerning publication of student information and take reasonable precautions to insure security and privacy.

- A staff member's name, assignment, District e-mail address, District phone number and photo may be published. Staff members have the right to request that their photographs not be published.
- ~~NO student photographs, academic grades, or other personal student information are to be published on any district web site.~~

## Copyright Issues

- Copyright protection extends to the Internet. Treat all online materials (such as web site contents, e-mails, newsgroups postings) as you would other copyrighted material. No unlawful copies of copyrighted materials may be knowingly produced on or transmitted via the District's equipment, including its web servers whether onsite or external.
- It is not necessary for a work to have a copyright notice or to be registered to receive copyright protection.
- ~~;~~ ~~however reminding a visitor of~~ To help insure your rights as an author, it is recommended that ~~by including~~ a copyright notice be included as a footer on every web page is recommended. Example:  
 © Homedale School District ~ All rights reserved
- Student work (art, short stories, projects, etc.) may be published only with permission of the student and parent or guardian. Use the Student Work Release Form included in this policy to document permissions granted. Work that is part of a previously published document (i.e.: newsletter or school newspaper) may be included on the web site without specific permission if the entire document is being published.
- Students and staff will adhere to all copyright laws.
  - While "fair use" permits some distribution of material within a classroom, the courts have stated that online publishing is a public performance. Therefore, "fair use" copyright laws do not allow distribution of material on a web site without permission from the author.
  - In some cases it is permissible to download material from the Internet for use in student projects. However, it is illegal to re-post that material online without permission from the original author.
  - Be sure to retain all correspondence (e-mails or hard copy) pertaining to permission requests.
- ~~For further clarification of copyright issues please refer to the following resources:~~
  - ~~Groton Public Schools, Mystic, Connecticut~~  
~~<http://www.groton.k12.ct.us/mts/cimhp01.htm>~~
  - ~~U.S. Copyright Office, Library of Congress~~ ~~<http://lcweb.loc.gov/copyright/>~~
  - ~~Copyright & Fair use, Stanford University Libraries~~ ~~<http://fairuse.stanford.edu/>~~
  - ~~Library Services, University of Maryland~~ ~~<http://www.umuc.edu/library/copy.html>~~
  - ~~A Teacher's Guide to Fair Use and Copyright~~  
~~<http://home.earthlink.net/~cnew/research.htm>~~ ~~Cathy Newsome, Tulsa, Oklahoma~~
- ~~It is not necessary for a work to have a copyright notice or to be registered to receive copyright protection; however reminding a visitor of your rights as an author by including a copyright notice as a footer on every page is recommended. Example:~~  
~~© Homedale School District~~

All rights reserved

## **Content & Quality**

- ~~Subject Matter~~
  - ~~All subject matter will relate to District general information, curriculum and instruction, school sponsored activities or other District authorized concerns.~~
  - ~~Staff or student work may be published only if it pertains to school related activities.~~
- ~~Web pages may not contain objectionable, offensive, confidential or proprietary material or link to such material.~~

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- ~~All published materials will be free from spelling and grammatical errors.~~
- ~~Every page will be given a title that clearly identifies the content.~~
- ~~Every page will have navigation links that direct the visitor to appropriate pages on the web site.~~
- ~~Every page will have appropriate contact information, i.e.: e-mail links, District phone numbers and/or addresses.~~
- ~~All pages will be tested immediately after posting to insure functionality of links and correct loading of all files.~~
- ~~Links to external sites will be checked regularly (at least once every 3 months) to insure that those links are still active and relevant.~~
- ~~Pages that require updating will be maintained in a timely manner.~~
- ~~Due to limited storage space and in consideration of the visitor file size is to be kept as small as possible.~~
- ~~In each directory the District's server is configured to find a default home page named *index.htm*. Please use this file name for your home page.~~
- ~~Additional consistency standards will be developed as the need arises.~~

## Homedale School District Release Form for Student Work

The Homedale School District ~~is including~~ sometimes includes work by students on our web site. Work by your student has been chosen for possible inclusion. ~~We need so we are requesting~~ your permission to ~~include your student's name, grade, and/or school with the~~ publish your student's work.

The form below will be used to document your permission. The school will complete the upper portion. A parent or guardian must ~~fill out the form~~ give permission for students under age 18. Students over 18 may give permission themselves. ~~should use the lower portion. Please fill out the appropriate section and select your options. Declining name, age, or school permission will not affect whether the work is used on the site, only how much identifying information is included. You can, however,~~ may decline permission to have your your student's work published for any reason.

**~~NO STUDENT PHOTOGRAPHS WILL BE PUBLISHED ON ANY Homedale School District (HSD) WEB SITE.~~**

Please complete the form, sign it, and return it to your student's teacher within 10 days.

### Permission Form to Publish Student Work on the District Web site ~~Under 18 (please print)~~

Student's Name \_\_\_\_\_ School \_\_\_\_\_ Grade \_\_\_\_\_

~~Your address~~ Work to be published:

When possible, a photograph or copy of the work should accompany this form.

**I am the parent/legal guardian of the child named above. I have read the information at the top of the sheet and:**

<b>I do</b> give my permission to publish my student's work on the Homedale School District web site.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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*(If you checked "YES" please select one box in each row.)*

<del>I do</del> give my permission to you to include my child's <b>FIRST NAME</b> on the Homedale School District web site. <del>NO last names are ever published.</del>	<del>I do not</del> give my permission to you to include my child's <b>FIRST NAME</b> on the Homedale School District web site. <del>NO last names are ever published.</del>
<del>I do</del> give my permission to you to include my child's <b>GRADE LEVEL</b> on the Homedale School District web site.	<del>I do not</del> give my permission to you to include my child's <b>GRADE LEVEL</b> on the Homedale School District web site.
<del>I do</del> give my permission to you to include my child's <b>SCHOOL</b> on the Homedale School District web site.	<del>I do not</del> give my permission to you to include my child's <b>SCHOOL</b> on the Homedale School District web site.

Parent or Guardian Name (please print) \_\_\_\_\_

Signature of Parent or Guardian \_\_\_\_\_ Date \_\_\_\_\_

### Permission Form ~~Under 18~~ **Over 18 ONLY (please print)**

~~Your Name~~ \_\_\_\_\_ ~~School~~ \_\_\_\_\_ ~~Grade~~ \_\_\_\_\_

~~Your address~~ \_\_\_\_\_

**I am the person named above and am 18 years of age or older. I have read the information at the top of the sheet and:**

<b>I do</b> give permission to publish my work on the Homedale School District web site.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
--	---------------------------------	--------------------------------

*(If you checked "YES" please select one box in each row.)*

<del>I do</del> give my permission to you to include my <b>FIRST NAME</b> on the Homedale School District web site. <del>NO last names are ever published.</del>	<del>I do not</del> give my permission to you to include my <b>FIRST NAME</b> on the Homedale School District web site. <del>NO last names are ever published.</del>
<del>I do</del> give my permission to you to include my <b>GRADE LEVEL</b> on the Homedale School District	<del>I do not</del> give my permission to you to include my <b>GRADE LEVEL</b> on the Homedale School District

_____ web site.	_____ web site.
<input type="checkbox"/> I <del>do</del> give my permission to you to include my <b>SCHOOL</b> on the Homedale School District _____ web site.	<input type="checkbox"/> I <del>do not</del> give my permission to you to include my <b>SCHOOL</b> on the Homedale School District _____ web site.

Signature \_\_\_\_\_ Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ [Today's Date](#)  
\_\_\_\_\_

Election

Elections conducted by the District are non-partisan elections governed by the general election laws of the State and include the election of Board members, various public policy propositions and advisory questions.

Board elections shall be held on the third (3<sup>rd</sup>) Tuesday in May ~~of each~~ in odd-numbered years. Any person legally qualified to hold the position of school trustee, may file a declaration of candidacy for the office, ~~bearing~~ The declaration must include the name of the candidate, the term for which declaration of candidacy is made, and ~~bear~~ include the signatures of not less than five (5) school district electors ~~resident of~~ residing in the trustee zone of which the candidate seeks election. Such declaration must be filed with the clerk of the school district not later than 5:00 p.m. on the ninth Friday preceding the day of the election for the subject trustee position. Any person seeking to become a write-in candidate must file a declaration of intent with the ~~school district~~ county clerk not later than ~~fourteen (14)~~ forty-five (45) days before the election date.

If, after expiration of the date for filing written nominations, it appears that only one (1) qualified candidate has been nominated for a position or if only one (1) candidate has filed a write-in declaration of intent, no election shall be held for that position, and the Board or the ~~clerk~~ Clerk with the written permission of the board, shall ~~within thirteen (13) days before the date of the election~~ declare such candidate elected as a trustee. The ~~clerk~~ Clerk shall immediately prepare and deliver to the person a certificate of election signed by him bearing the seal of the district. All other scheduled trustee elections will move forward under the regular procedures.

In each trustee zone, the person receiving the greatest number of votes cast within his zone shall be declared by the Board of Trustees as the trustee elected from that zone.

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

Legal Reference:	§ I.C. 33-401	Legislative Intent
	§ I.C. 33-501	Board of Trustees
	§ I.C. 33-502	Declaration of candidacy for trustees
	§ I.C. 33-502B	Board of Trustees - One nomination - No election.
	§ I.C. 33-503	Election of Trustees - Uniform Date
	§ I.C. 34-1404	Declaration of Candidacy
	§ I.C. 34-1407	Write-in Candidates

Policy History:

Adopted on: 08-14-06

Revised on: 09-12-11

## **Homedale Joint School District No. 370**

### **STUDENTS**

**3570F**

#### **Student Records**

##### **Notification to Parents and Students of Rights Concerning a Student's School Records**

*This notification may be distributed by any means likely to reach the parent(s)/guardian(s).*

The District will maintain a file for each student that may contain information including, but not limited to, the following:

- unique student identifier
- basic identifying information
- academic transcripts
- attendance record
- immunization records
- intelligence and aptitude scores
- psychological reports
- achievement test results
- participation in extracurricular activities
- honors and awards
- teacher anecdotal records
- special education files
- verified reports or information from non-educational persons
- verified information of clear relevance to the student's education
- information pertaining to release of this record
- disciplinary information

#### **Family Educational Rights and Privacy Act (FERPA)**

The Family Educational Rights and Privacy Act (FERPA) affords parents/guardians and students over eighteen (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 eighteen (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.

**2. The right to request the amendment of the student's education records that the parent(s)/guardian(s) or eligible student believes are 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 him or her of their right to a hearing regarding the request for amendment. 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 his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional 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: (1) academic grades of their child, and (2) 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:

- name
- grade level
- parents'/guardians' names
- academic awards, degrees, and honors
- information in relation to school-sponsored activities, organizations, and athletics
- [photographs](#)

*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 thirty (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 are specifically informed otherwise.*

6. **The right to request 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:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202-4605

Policy History:

Adopted on: 10-09-06

Revised on: 7-13-09

**Student Records**

Maintenance of School Student Records

The District shall maintain a record for each student that may contain information, including but not limited to the following:

- birth certificate
- proof of residency
- unique student identifier
- basic identifying information
- academic transcripts
- immunization records
- attendance records
- intelligence and aptitude scores
- psychological reports
- achievement test results
- participation in extracurricular activities
- honors and awards
- verified reports or information from non-educational persons
- verified information of clear relevance to the student's education
- log pertaining to release of student's record
- disciplinary information

Information in student files shall be maintained for a period of five (5) years after a student graduates or permanently leaves the District. After a period of five (5) years, information in student files may be destroyed with the exception of the following information which will be permanently retained: student's name, birth date, last address, dates of attendance, graduation date and grades earned. Records which may be of continued assistance to a student with disabilities who graduates or permanently withdraws from the District, may, after five (5) years, be transferred to the parents or to the student if the student has succeeded to the rights of the parents.

The Superintendent's 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 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.
2. The parents of a student under eighteen (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 fifteen (15) days of the District's receipt of such a request.

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 eighteen (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 I.R.S. (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 his or her right of access, after being advised of his or her 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. 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.

5. The District shall grant access to or release information from a student's records pursuant to a court order, provided that the parent shall be given prompt written notice, upon receipt of such 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).
6. The District shall grant access to or release information from any student record as specifically required by federal or state statute.
7. 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 (1) copy of the consent form will be kept in the records, and one (1) 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.
8. 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.
9. Prior to the release of any records or information under items 5, 6, 7, and 8 above, the District shall provide prompt written notice to the parents or eligible student of this intended action except as specified in item 5. 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.
10. 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 whom the release was made, and the purpose of the release and the same information shall be recorded in the student's record log.

11. 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).
12. The District charges a nominal fee for copying information in the student's records. No parent or student shall be precluded from copying information because of financial hardship.
13. 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 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 obtaining the release or access.
  - d. The date of the release or grant of access.
  - e. A copy of any consent to such release.

#### 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:

- name
- grade level
- parents'/guardians' names
- academic awards, degrees, and honors
- information in relation to school-sponsored activities, organizations, and athletics
- [photographs](#)

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

The parents 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:

- the right to present evidence and to call witnesses;
- the right to cross-examine witnesses;
- the right to counsel;
- the right to a written statement of any decision and the reasons therefore;
- 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.

Legal Reference: 20 U.S.C. § 1232g; 34 C.F.R. 99 Family Education Rights and Privacy Act,  
I.C. § 33-209 Transfer of Student Records - Duties  
I.C. § 32-717A Parents' Access to Records and Information  
IDAPA 08.02.03.009

### Procedure History:

Adopted on: 10-09-06  
Revised on: 7-13-09  
10-10-11

## Homedale Joint School District No. 370

### PERSONNEL

5105

#### Certificated Personnel Reemployment

##### Definitions:

##### Non-Renewable Contract Certificated Employees

Non-renewable contracts shall be issued at the sole discretion of the Board.

**Category A Certificated Employees** -- Certificated personnel hired on a limited one-year contract as provided in I.C. § 33-514.

**Category B Certificated Employees** -- Certificated personnel in the fourth or greater years of continuous employment within the same school district as provided in I.C. § 33-514 and who, at the sole discretion of the Board, are eligible to be offered a limited two (2) year contract. The Board, at its sole discretion, may add an additional year to such a contract upon the expiration of the first year.

##### Renewable Contract Certificated Employees

Certificated personnel who may automatically renew their employment with this District for the next school year by giving written notice of acceptance of renewal by July 20<sup>th</sup>. Only certificated employees that attained renewable contract status prior to January 31, 2011 ~~shall~~may be employed on a grandfathered renewable contract and shall have the right to continued automatic renewal of their employment contract.

The District shall have the option to grant renewable contract status when it hires a certificated employee who has been on a renewable contract with another Idaho school district. Alternatively, the District can place the certificated employee on a Category A or B contract. A certificated employee hired with previous out-of-state experience shall not be eligible for a renewable contract.

##### Notice

1. Category A Certificated Employees  
Category A Certificated Employees' contracts ~~is~~are limited one year contracts for certificated personnel in their first or greater year(s) of continuous employment with the same school district. Upon a decision by the local school ~~board~~Board not to reemploy the person for the following year, the certificated employee shall be provided a written statement of reasons for non-reemployment by no later than July 1<sup>st</sup>.
2. Category B Certificated Employees  
Category B Certificated Employees' contracts are limited two year contracts that may be offered at the sole discretion of the Board. Upon the decision by a Board of Trustees not to reemploy the person employed on a Category B contract for the following year, the certificated employee shall be provided a written statement of reason for non-reemployment by no later than July 1<sup>st</sup>. Category B Certificated Employees shall, upon written request, be given the opportunity for an informal review of such decision by the Board. The parameters for the informal review will be determined by the ~~District~~Board.

### 3. Grandfathered Renewable Contract

The Board of trustees shall provide written notification to each person entitled to be employed on a renewable contract by July 1st. All employees on grandfathered renewable contracts must give written notice of acceptance of automatic renewal of contract to the Board no later than July 20<sup>th</sup>. These dates are specified in the Idaho Code, and may not be altered by contract or agreement. The employee's failure to timely provide written acceptance of renewal of contract may be interpreted by the Board as a declination of the right to automatic renewal or the offer of another contract. Before the Board determines not to renew the contract for the unsatisfactory performance of grandfathered renewable contracted certificated employees such employees shall be entitled to a defined period of probation as established by the Board, following an observation, evaluation, or partial evaluation. The probation shall be preceded by written notice from the Board, or its designee, with the reasons for the probationary period and with provisions for adequate supervision and evaluation of the employees' performance during the probationary period.

### 4. Superintendents, Principals, and Administrators

The Board shall make a determination as to how long administrators have to sign and return their contracts. If the Board makes no such determination the default time limit shall be twenty-one (21) days after the contract is delivered to the administrator.

#### Supplemental Contracts

Supplemental Contracts may be for extra days or for extra duties. Extra duty supplemental contracts are for an assignment which is not part of a certificated employee's regular teaching duties. Extra day supplemental contracts are an assignment of days of service in addition to the standard contract length used for the majority of certificated employees of the District.

~~The Board may enter into supplemental contract to provide extra duty or extra day assignments. The Board will issue supplemental contracts in accordance with applicable Idaho Code. The Board shall provide due process and procedures in accordance with applicable Idaho Code.~~The Board shall provide the same rights to due process and procedures for extra day supplemental contracts as those provided by underlying contract (Category A, B, or grandfathered renewable). Written notice of non-reissuance of extra day supplemental contracts should be treated in the same way as notice of non-reissuance of the underlying contract.

Any supplemental contract for extra duties shall be separate and apart from the certificated employee's underlying contract (Category A, B, or grandfathered renewable) and no property rights shall attach and thus there is no process due for non-reissuance.

#### Delivery of Contract

Delivery of a contract may be made only in person or by certified mail, return receipt requested. If delivery is made in person, the delivery must be acknowledged by a signed receipt.

#### Return of the Contract

A person who receives a proposed contract from the district shall have ten (10) days from the date of delivery to sign and return the contract.

#### Failure to Accept or Acknowledge

Should a person willfully refuse to acknowledge receipt of the contract or the contract is not signed and returned to the ~~board~~Board within the designated time period, the ~~board~~Board may declare the position vacant.

Cross Reference: Policy 6100 Superintendent

Legal Reference: I.C. § 33-513 Professional Personnel  
I.C. § 33-514 Issuance of Annual Contracts - Support programs -  
Categories of Contracts - Optional Placement  
I.C. § 33-515 Issuance of Renewable Contracts  
I.C. § 33-515A Supplemental Contracts

Policy History:

Adopted on: 10-10-11

Revised on:

~~No Prior Board Policy~~

## **Homedale Joint School District No. 370**

### **PERSONNEL**

**5400**

#### **Leave of Absence**

##### **Sick Leave**

Certified and classified employees shall be granted sick leave and other leaves in accordance with State Law and Board Policy. Each employee shall be granted one (1) day of sick leave for each month of service. The District, may in its discretion, require proof of illness.

Upon termination of employment, no compensation shall be provided for unused sick leave.

“Sick leave” means a leave of absence, with pay, for absences caused by physical illness, mental illness, or disabling conditions that render the employee incapable of carrying on his/her duties or if the same conditions exist in his or her immediate family. For sick leave purposes, “immediate family” shall mean the employee’s spouse, children, father, mother, father-in-law, mother-in-law, and dependents living full-time 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.](#)

Misrepresentation by the employee to the district in the application of sick leave is cause for discipline up to and including termination.

##### **Accumulation of Unused Sick Leave**

There will be no limit to the number of sick leave days which an employee may accumulate beginning June 1, 1993.

##### **Sick Leave Bank**

Homedale employees who become unable to continue with his/her duties for legitimate reasons beyond their control (e.g., an extended illness, surgery, accident, etc.) will be eligible to receive sick leave days voluntarily contributed by other Homedale School District employees of the same job group (certified/classified).

Each employee can contribute no more than two (2) sick leave days per incident. Contributions are to be made at the time of the incident, not in advance.

The absent employee has to have used all of his/her own sick leave and personal leave days and have been on leave without pay for a period of five consecutive working days prior to accepting contributions of sick leave days from other employees.

In making application for sick leave bank days, the employee must provide verification of incapacity by a certification of health care provider.

A committee comprised of one board member, one administrator, and one employee will evaluate all requests for utilization of the sick leave bank.

Sick leave will be coordinated with Family Medical Leave Act provisions, policies, and guidelines.

### Bereavement Leave

A maximum of five (5) days with pay, per occurrence, will be allowed in the event of a death in the employee's immediate family. For the purposes of bereavement leave, "immediate family" will be defined as: husband, wife, son, daughter, mother, father, brother, sister, grandmother, grandfather, grandchild (of the employee or spouse), persons who reside in the employee's household on a full-time basis and whose primary financial support is provided by the family of the employee, and children for whom legal guardianship has been established. Should extenuating circumstances warrant an employee's request for additional bereavement leave days, approval will be at the discretion of the superintendent.

Bereavement leave may be allowed for deaths outside the employee's immediate family and will be awarded at the discretion of the superintendent.

Bereavement leave will not be deducted from sick leave.

Legal Reference: 42 USC 2000e  
I.C. § 33-1216 et seq.  
I.C. § 33-1228

Equal Employment Opportunities  
Sick and other leave  
Severance allowance at retirement

### Policy History:

Adopted on: May 8, 2006

Revised on:

Prior Board Policies: 5.70, 6.70, 5.73, and 6.73

**Family Medical Leave**

In accordance with the provisions of the Family Medical Leave Act of 1993, a leave of absence of up to twelve (12) weeks during a twelve-(12)-month period may be granted to an eligible employee for the following reasons: 1) the birth of a child; 2) the placement of a child for adoption or foster care with the employee; 3) because of a serious health condition that makes the employee unable to perform the functions of the job; or 4) to care for the employee's spouse, child, or parent with a serious health condition; or 5) for any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent of the employee is on active duty status, or has been notified of an impending call to active duty status, in ~~support of a contingency operation~~ the Armed Forces.

An employee is eligible to take FMLA leave if the employee has been employed for at least twelve (12) months and has worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) months immediately prior to the date when the leave is requested. ~~and Further, an employee may only be eligible if there have been~~ are at least fifty (50) District employees within ~~a seventy-five (75) miles for each working day during twenty (20) or more workweeks in the current or preceding calendar year~~ mile radius.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to twenty six (26) weeks of leave in a single twelve (12) month period to care for the service member.

Employees will be required to use appropriate paid leave while on FMLA Leave. Workers Compensation absences will be designated FMLA Leave.

The Board has determined that the twelve-(12)-month period during which an employee may take FMLA leave is twelve (12) months backward from the date of FMLA leave.

At the discretion of the Superintendent, medical certification may be required to determine FMLA initial or continued eligibility as well as fitness for duty.

Legal Reference: 29 CFR 825, 29 USC 2601, et seq. Family Medical Leave Act --  
National Defense Authorization Act for FY 2008 (NDAA), Pub. L. 110-181

**NOTE: The FMLA applies to all School Districts as they are public agencies, and therefore covered employees under the act. However, depending on the size of the District, District employees may not be eligible employees. This policy applies to school district with fifty (50) or more employees. Those districts with less than fifty (50) employees must comply with notice and record retention but are not obligated to provide the leave as a benefit of any employee's employment.**

Policy History:

Adopted on: 4-10-06

Revised on: 7-13-09

## Homedale Joint School District No. 370

### PERSONNEL

5410P

#### Family Medical Leave Procedures

Who Is Eligible -- Employees are eligible if they have worked for the District for at least one (1) year, and for one thousand two hundred fifty (1,250) hours over the previous twelve (12) months, and if there ~~have been~~ are at least fifty (50) District employees within seventy-five (75) miles ~~for each working day during twenty (20) or more workweeks in the current or preceding calendar year~~ radius.

Benefit -- Under certain conditions, eligible employees, if qualified, may be entitled to up to twelve (12) weeks leave with continuing participation in the District's group insurance plan. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for the service member.

Reasons for Taking Leave -- Unpaid leave will be granted to eligible employees for any of the following reasons:

- a) to care for the employee's child after birth, or placement of a child for adoption or foster care with the employee; or
- b) to care for the employee's spouse, child, or parent (does not include parents in-law) who has a serious health condition; or
- c) for a serious health condition that makes the employee unable to perform the employee's job-; or
- d) for any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent of the employee is on active duty status, or has been notified of an impending call to active duty status, in ~~support of a contingency operation~~ the Armed Forces.

Substitution of Paid Leave -- Paid leave will be substituted for unpaid leave under the following circumstances:

- a) Accumulated sick/personal leave will be utilized concurrently with any FMLA leave that is taken for a serious health reason as described in (b) or (c) above.
- b) Accumulated vacation/personal/sick leave will be utilized concurrently with any FMLA leave that is taken for a family reason as described in (a) above.
- c) Accumulated sick leave will be utilized concurrently with FMLA leave whenever the FMLA leave is taken for reasons which qualify for sick leave benefits pursuant to District policy ~~or an applicable collective bargaining agreement.~~
- d) Whenever appropriate workers' compensation absences shall be designated FMLA leave.

When Both ~~Parents-Spouses~~ Are District Employees -- If ~~both parents of a child~~ spouses are employed by the District, they each are entitled to a total of twelve (12) weeks of leave per year.

However, ~~leave may be granted to only one (1) parent at a time, and only if leave is taken (1) for the birth of a child or to care for the child after birth; (2) for placement of a child for adoption or foster care, or to care for the child after placement; or (3) to care for a parent (but not a parent-in-law) with a serious health condition~~ where the reason for the leave is for the birth of a child, or because of adoption or foster care, or to care for a sick parent, such leave may be limited to an aggregate twelve (12) weeks, between the spouses/employees.

Advance Notice -- Employees must provide thirty (30) days advance notice when the leave is “foreseeable.” In other situations an employee must give notice as soon as practicable. Leave may be allowed in emergency situations when no advance warning is possible. Inexcusable delays in notifying the District may result in the delay or denial of leave.

Requests -- A sick leave request form is to be completed whenever an employee is absent from work for more than three (3) days or when an employee has need to be absent from work for continuing treatment by (or under the supervision of) a health care provider.

Medical Certification -- The District may require medical certification to support a request for leave or any other absence because of a serious health condition (at employee expense), and may require second or third opinions (at the employer’s expense) and a fitness for duty report to return to work statement.

Intermittent/Reduced Leave -- FMLA leave may be taken “intermittently or on a reduced leave schedule” under certain circumstances. Where leave is taken because of birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only with the approval of the District. Where FMLA leave is taken to care for a sick family member or for an employee’s own serious health condition, leave may be taken intermittently or on a reduced leave schedule when medically necessary. An employee may be reassigned to accommodate intermittent or reduced leave. When an employee takes intermittent leave or leave on a reduced leave schedule, increments will be limited to the shortest period of time that the District’s payroll system uses to account for absences or use of leave.

Insurance -- An employee out on FMLA leave is entitled to continued participation in the appropriate group health plan, but it is incumbent upon the employee to continue paying the ~~usual~~ portion of the premiums the employee usually pays throughout the leave period. An employee’s eligibility to maintain health insurance coverage will lapse if the premium payment is more than thirty (30) days late. The District will mail notice of delinquency at least fifteen (15) days before coverage will cease.

Return -- Upon return from FMLA leave, reasonable effort shall be made to place the employee in the original or equivalent position with equivalent pay, benefits, and other employment terms.

Record Keeping -- Employees, supervisors and building administrators will forward requests, forms and other material to payroll to facilitate proper record keeping.

Summer Vacation -- The period during the summer vacation or other scheduled breaks (i.e., Christmas) an employee would not have been required to work will not count against that employee's FMLA leave entitlement.

### **SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES**

Leave More Than Five (5) Weeks Before End of Term -- If an instructional employee begins FMLA leave more than five (5) weeks before the end of term, the District may require the employee to continue taking leave until the end of a semester term if:

- a) the leave is at least three (3) weeks; and
- b) the employee's return would take place during the last three-(3)-week period of the semester term.

Leave Less Than Five (5) Weeks Before End of Term -- If an instructional employee begins FMLA leave for a purpose other than that employee's own serious health condition less than five (5) weeks before the end of term, the District may require the employee to continue taking leave until the end of a semester term if:

- a) the leave is longer than two (2) weeks; and
- b) the employee's return would take place during the last two-(2)-week period of the semester term.

Leave Less Than Three (3) Weeks Before End of Term -- If an instructional employee begins FMLA leave for a purpose other than that employee's own serious health condition less than three (3) weeks before the end of term, the District may require the employee to continue taking leave until the end of the academic term if the leave is longer than five (5) days.

Intermittent or Reduced Leave -- Under certain conditions, an instructional employee needing intermittent or reduced leave for more than twenty percent (20%) of the total working days over the leave period may be required by the District to:

- a) Take leave for a period(s) of particular duration not to exceed the duration of treatment;  
or
- b) Transfer to an alternate but equivalent position.

Legal Reference: 29 CFR 825, 29 USC 2601, et seq. Family Medical Leave Act --  
National Defense Authorization Act for FY 2008 (NDAA), Pub. L. 110-181

Procedure History:

Adopted on: 4-10-06  
Revised on: 7-13-09

## **Homedale Joint School District No. 370**

### **PERSONNEL**

**5107**

#### **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 B Contract teachers; and
- 2) An administrative employee reassignment; and
- 3) Non-reissuance of Supplemental Extra-Day Contracts for Category B teachers.

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

#### **[OPTIONAL]**

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 pages.

The district will use the following procedure:

- 1) The employee must request, in writing, an Informal Review within seven (7) days of the date notice of the events creating a right to Informal Review, discussed above is mailed or hand delivered to the employee. The request must be submitted to the Board Clerk. Failure to request Informal Review within seven (7) 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 thirty-five (35) 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 may notify the employee, in writing, of its final decision in the matter within fifteen (15) days of the date of 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 and 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.

Cross Reference: 5105                      Certificated Personnel Reemployment

Legal Reference	I.C. § 33-514	Issuance of Annual Contract
	I.C. § 33-515	Issuance of Renewable Contracts
	I.C. § 33-515A	Supplemental Contracts

Policy History:

Adopted on:

Revised on:

No Prior Board Policy

## **Homedale Joint School District No. 370**

### **PERSONNEL**

**5130**

#### **Administrative Leave**

##### Delegation and Limited Use of Unpaid Leave

The Board hereby delegates to the Superintendent and any designee of the Superintendent the Board's authority to place a certificated employee on a period of paid administrative leave/paid suspension if the Superintendent/designee believes that such action is in the best interest of the District.

Should this authority be exercised and any certificated employee placed onto a period of paid administrative leave or suspension, this action shall be presented to the Board within twenty-one (21) days of taking such action, whether at the next regularly scheduled Board meeting or a special meeting.

At the time the Board is presented with the action they shall either ratify or nullify the act of placing the certificated employee onto a period of paid leave or suspension. The Board may continue the period of administrative leave or suspension at the time the Board takes action.

Further, **only** in the circumstance where an employee of the District is in a position where a court order exists preventing the employee from being in the presence of minors or students, and thus unable to perform the essential functions of their job, the Board may place such employee onto a period of unpaid leave of absence.

Legal Reference: I.C. § 33-513 Professional Personnel

#### Policy History:

Adopted on:

Revised on:

No Prior Board Policy

## Homedale Joint School District No. 370

### PERSONNEL

5220

#### Assignments, Reassignments, Transfers

##### Definitions:

- Opening - a position that is approved to be filled
- Reassignment - a change of assignment within a school or worksite
- Transfer - a change of assignment to another school or worksite

All staff shall be subject to assignment, reassignment, and/or transfer of position and duties by the Board and/or Superintendent.

When openings occur in any school/worksite, the building administrator/supervisor, upon prior approval of the superintendent or designee, will have the option of either reassigning current permanent employees assigned to that school/worksite to the opening or have notice of the opening be given to current permanent employees not assigned to that school/worksite.

At the discretion of the superintendent/designee, a notice of an opening may simultaneously be made to both current employees and external candidates. Qualified permanent employees requesting reassignment or transfer shall be considered during the selection process.

Permanent employees who desire a reassignment or transfer shall indicate their interest by submitting to the superintendent/designee a letter of interest which shall include a brief summary of their qualifications.

Transfers and reassignments may be made upon the initiative of the superintendent or other administrative officer for reasons which, in the judgment of the superintendent, shall serve the best interest of the district.

##### Certified Staff

For certificated employees, no employee shall be transferred to a principal's school or newly hired with an assignment to a principal's school without the additional approval of the building's principal, unless a transfer is being made due to shifting student population levels. In a situation where a reassignment and/or transfer is being made due to shifting student population levels, the principal shall be provided with a choice of at least two (2) individuals to be transferred for each position to be filled, unless there is only one (1) individual whose certificates or endorsements qualify them for the position.

Nothing in this policy shall prevent the reassignment or transfer of a staff member during the school year.

##### Classified Staff

The right of assignment, reassignment and transfer shall remain that of the Board and/or Superintendent.

Legal Reference: I.C. § 33-513 Professional Personnel  
I.C. § 33-515 Issuance of Renewable Contracts  
I.C. § 33-524 Principals to Determine New Staffing

Policy History:

Adopted on:

Revised on:

Prior Board Policy 5.41 Certified Staff, *Assignment and Transfer*

## CURRENT POLICY

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DESCRIPTOR TERM:

District 370 Policy  
File Code: 5.41

Certified Staff

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Assignment and Transfer

1988      7-11-88  
Amended & Adopted 2001      2-12-01

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1. Although members of the administrative and supervisory staffs may make recommendations for the assignment of employees, the superintendent is held directly responsible to the board for all assignments.
2. Assignments of instructional personnel as to school, subject, or position will be made as soon as possible each year. It is recognized that changes in assignment may occur at any time when it is in the best interest of the educational plan within the district.
3. When openings occur in any school, current employees will be given notice of the openings within the district prior to the general listing or advertising of the opening outside of the district. Employees who are interested in applying for an opening within the district must submit a letter of application and a brief summary of qualifications to the school district office for review by the building principal and superintendent. Interviews will be scheduled as per regular hiring practices.
4. Transfers may be made upon the initiative of the superintendent or other administrative officer for reasons which, in the judgment of the superintendent, shall serve the best interest of the employee and/or schools. The superintendent shall make the final decision and notify all parties.
5. When a transfer is advisable, the employee shall be given the right and courtesy of an interview in which the reason for the said transfer shall be explained and discussed.
6. Both the sending and the receiving administrator shall be notified when a transfer is made.

## Homedale Joint School District No. 370

### PERSONNEL

5235

#### Health Examination

The District has a legal obligation to protect the morals, health, and safety of the District's students and personnel and in furtherance of such has an obligation to prohibit the presence of and/or provide for the removal of individuals whose presence is detrimental to the morals, health, safety, academic/learning environment, or discipline of pupils. The District further has a legal obligation to assure that professional teaching personnel are free from contagious disease.

Should a situation arise where the Superintendent or designee has reasonable and articulable grounds to believe that any school employee, certificated or non-certificated, is suffering from a physical or mental illness:

1. and that such illness prevents or impairs the ability of the employee to perform his or her duties; or
2. poses a risk and/or is detrimental to the health, welfare, or safety of students; or
3. poses a risk and/or is detrimental to the health, welfare, or safety of other employees; or
4. falls within the requirements of Section 33-1202(3), Idaho Code, for certificate holders to be free from contagious diseases that may pose a health or safety risk to students or other employees;

the Superintendent or designee may require the employee to secure a physical or mental examination and obtain a written medical certificate clearing the employee for work to be submitted to the Superintendent and may put such employee on a period of paid leave, pursuant to District and State statutory leave requirements, until such time as the examination and clearance to return to work has been obtained. Should such a request be made:

1. the requested examination shall be at the cost of the District;
2. the information obtained by the District as a result of the examination shall remain confidential and disclosed only to employees in a position to require knowledge; and
3. the employee shall not suffer any loss of compensation during the period of absence associated with the requested examination.

Legal Reference: I.C. § 33-512 Governance of Schools  
I.C. § 33-1202 Eligibility for Certificate

#### Policy History:

Adopted on:

Revised on:

No Prior Board Policy

## **Homedale Joint School District No. 370**

### **PERSONNEL**

**5350**

#### **Resignation (Release from Contract)**

##### Certified Personnel

Applicants for teaching positions with Homedale School District who are issued a contract and employees who are on contract should recognize that their contract with the District carries responsibilities. Certified personnel will generally be expected to fulfill the terms of their contract unless (1) there are clearly compelling, mitigating circumstances which prevent the certified or exempt individual from doing so; and (2) until such time as the Board releases the certified individual from the terms of the contract upon the recommendation of the Superintendent.

Employees (including those employees who have just signed their first contract) will not be released from contract during the school year or within forty-five (45) days of the start of the school year unless a suitable replacement can be found. The Board may make exceptions to this rule for serious health problems or if a replacement can be found to fill the position being vacated.

The Employee may make a written request for release from contract during the school year or immediately prior to the start of the school year, stating the date of requested release. The request should be submitted to the Superintendent or designee. The request for release will be submitted to the Board no later than the next regularly scheduled Board meeting. If finding a replacement is not imminent, the Superintendent or designee will advise the person submitting the request that the administration will recommend to the Board that the request be denied. The Superintendent or designee will also give the person making the request the opportunity to hold the request until finding a suitable replacement is imminent at which time the resignation would then be submitted to the Board. (If no time is specified for the request to be submitted to the Board, it will be submitted when the administration feels that finding a suitable replacement is imminent. The person making the request will be advised of that action.)

A determination of availability of a suitable replacement, approved by the building principal as per Idaho Code, will be made by the administration before recommendation will be made to the Board that the employee be released from contract. If, in the judgment of the administration, there is not a suitable replacement, and/or if retention of a new employee is not approved by the building principal, recommendation will be made that the Board NOT release the employee from contract.

Should any certificated employee abandon the contract of employment with the District without the prior written release from the contract by the Board, the Board of trustees will report such event to the Professional Standards Commission, alleging that the certificated employee is guilty of unethical practices and has violated the Code of Ethics for Idaho Professional Educators. In addition, should any certificated employee abandon the contract of employment with the District without the prior written release from the contract by the Board, the District and/or Board may,

in its discretion, pursue any and all available legal remedies, including damages to recoup all losses caused by such breach of contract, including without limitation costs for substitutes, recruiting, loss of state funding, legal fees, etc.

Classified Personnel

Classified Employees not under contract are expected to give due written notice that will permit the District to conduct a search for a suitable replacement. Generally speaking, the Board expects a two-week notice.

All resignations should be in writing. Requests for resignation shall be submitted to the Board for action.

Any classified personnel who, without approval or without taking leave, does not show up for work will be considered to have abandoned his or her position, and shall be deemed to have resigned.

Legal Reference	I.C. § 33-524	Principals to Determine New Staffing
	I.D.A.P.A. 08-02.02.076.09	Code of Ethics for Idaho Professional Educators

Policy History:

Adopted on:

Revised on:

No Prior Board Policy

**Homedale Joint School District No. 370**

**PERSONNEL**

**5405**

**Proof of Illness for Sick Leave**

The Board of Trustees or a designee of the Board of Trustees may require proof of illness in a form adequate to protect the District from any employee abusing sick leave through such actions as malingering or false claims of illness.

If the Board or a designee of the Board makes such a request of any employee, the employee shall provide written documentation from a provider of the healing arts as to the illness and/or necessity of the employee to be absent from work to the District's Administrative Office.

Legal Reference: I.C. § 33-1216 Sick and Other Leave

Policy History:

Adopted on:

Revised on:

No Prior Board Policy

## **Homedale Joint School District No. 370**

### **PERSONNEL**

**5750**

#### **Employing Retired Teachers and Administrators**

One of the Board's personnel goals is to recruit, select and employ the best qualified personnel to staff the schools within the District. As such, retired employees who leave the District in good standing may be re-employed according to the following guidelines:

1. The District may employ certificated teachers and administrators who are receiving retirement benefits from the public employee retirement system of Idaho (PERSI) for positions requiring such certification. Said employees are hereinafter referred to as "retiree" or "retirees".
  - a. These employees shall be employed on a Standard Retired Teacher Contract or Standard Retired Administrator Contract form that has been approved by the State Superintendent of Public Instruction.
2. Any employment contract between the District and retirees shall be separate and apart from the collective bargaining agreement or master agreement between the District and the local teachers association.
3. Retirees employed consistent with this policy and state law shall accrue one (1) day per month of sick leave. No annual sick leave shall be accumulated unless additional sick leave has been negotiated between each individual retiree and the District at the time of employment. Sick leave accrued under Idaho Code § 33-1004H does not qualify for unused sick leave benefits under Idaho Code § 33-1228.
4. The District will provide health insurance/life insurance benefits for retirees hired consistent with this policy.
5. The District shall not employ certificated teachers and administrators who receive or received benefits under the previously existing early retirement program provided in now repealed Idaho Code 33-1004G.
6. Retirees who qualify to be rehired are those who have:
  - a. reached the Rule of 90;
  - b. are not participating in the early retirement program; and
  - c. are retired on or after 62 years of age.
7. Employees hired pursuant to this policy and who are assigned to work in a specific district building will only be hired and placed into the building upon the approval and consent of the building principal as per Idaho Code 33-523.

Legal Reference: I.C. § 33-1004H Employing Retired Teachers and Administrators  
I.C. § 33-523 Principals to Determine new Staffing  
I.C. § 33-513 Professional Personnel  
I.C. § 33-1228 Severance Allowance at Retirement  
I.C. § 59-1356 Employment of Retired Members

Policy History:

Adopted on:

Revised on:

No Prior Board Policy