

MINUTES OF REGULAR AND EXECUTIVE BOARD MEETING
BOARD OF TRUSTEES OF JT. SCHOOL DISTRICT NO. 151
SCHOOL CENTRAL OFFICE ON THURSDAY, JULY 19, 2018 AT 7:00 P.M.

BOARD MEMBERS:	Ryan Cranney	Zone 1, Board Chairman
	Jeff Rasmussen	Zone 2
	Darin Moon	Zone 3 (Excused)
	Bruce Thompson	Zone 4
	Heber Loughmiller	Zone 5, Board Vice-Chairman
ADMINISTRATORS:	James Shank	Superintendent
	Sandra Miller	Assistant Superintendent
LEGAL ADVISOR:	Lance Loveland (or representative from the law firm of Parsons, Smith Stone, Loveland, & Shirley LLC.)	
TREASURER:	Chris James	
CLERK:	Pamela Teeter	
NEWS/MEDIA:	None	

The meeting was called to order by Chairman Cranney (5:03 p.m.)

WORK SESSION:

The Board of Trustees discussed district organization. The discussion included using operations management within the district. Chairman Cranney discussed forming a committee using staff members from elementary and secondary schools and from all communities of the school district.

Superintendent Shank discussed the possibility of hiring Dr. Gaylen Smyer in the mentoring programs of the district.

It is the consensus of the Board of Trustees that all reports be limited to five (5) minutes. This will include school, professional development, and patron reports/proposals.

EXECUTIVE MEETING: (6:12 p.m.) Motion by Heber Loughmiller and seconded by Bruce Thompson to go into Executive meeting in accordance with Idaho Code § 74-206(1)(b)(f). (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student. (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but eminently likely to be litigated. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried.

Present: Chairman Ryan Cranney, Vice-Chairman Heber Loughmiller, Trustees: Jeff Rasmussen, and Bruce Thompson, Superintendent James Shank, Assistant Superintendent Sandra Miller, District Attorney Lance Loveland, Fiscal Manager/Treasurer Chris James, Clerk Pamela Teeter

FEE HEARING: Chairman Cranney called the Fee Hearing to order. (6:30 p.m.)

Ms. Angela Rodriquez addressed the board with a request to increase school lunch fees per state mandates. She stated that it is a mandate that the District increase the school lunch each year until Cassia County Joint School District No. 151 meets the State target weight average of \$2.92.

Motion by Jeff Rasmussen and seconded by Bruce Thompson to approve a \$0.10 increase in school lunch for elementary and secondary students for the 2018-2019 school year. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried. Elementary students will pay \$1.90 and Secondary students will pay \$2.20 for school lunch starting August 22, 2018.

GUESTS: Angela Rodriquez, Gail Gallegos, Ryan Taylor, Michelle Richins, Curtis Richins, Shannon Tolman, Kim Bedke, Matt Seely, Derek Johnston

REGULAR SESSION: (7:00 p.m.) Chairman Cranney called the Regular Session Board meeting to order.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Chairman Cranney.

PRELIMINARY MATTERS: None

DELEGATIONS AND CORRESPONDENCE: None

CONSENT AGENDA: Motion by Heber Loughmiller and seconded by Jeff Rasmussen to approve the Consent Agenda. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried.

- Minutes – June 21, 2018 Regular Board Meeting
- Bills – June-July Accounts Payable
- Separations and New Hires
- Policy Review

SEPARATIONS: The separations are as follows:

Certified: Dr. Gaylen Smyer, District Superintendent; Alexandra Ready, Raft River teacher; Paula Nelson, Burley High School Teacher; Casey Sanders, Burley Vo Ag Teacher

Classified: Jodie Johnson, Cassia High School Para; Cindy Karlson, Dworshak Para; Sonya Tamcke, Maintenance Secretary

NEW HIRES: The new hires are as follows:

Certified: Ainsley Powers, Burley High School PE/Health Teacher; Angela Grider, Dworshak Elementary Teacher; Kristina Craner, Mountain View Elementary Teacher

Classified: Nancy Robles, Mountain View Elementary Secretary; Robyn Green, Cassia High School Para; Ali Taylor, Cassia High School Para; Guadalupe Johnson, Mountain View P/T Custodian; Amber Whiting, Burley High School Head Girls Basketball Coach; Kathryn McCombs, White Pine Elementary Music Para; Jason Rebollozo, John V Evans Elementary PE Para; Tiara Broderick, Mountain View Music Para; Audra Shumway, John V Evans Elementary Library Para; Christine Rowley, Cassia Regional Technical Center CNA Health Professions; Shanna Legault, Special Services School Nurse

POLICY FOR REVIEW:

POLICY 446 NEGOTIATED AGREEMENT TERMS: Policy 446 reads as follows:

The Cassia Jt. School District Board of Trustees will follow the terms of the negotiated agreement mutually agreed upon by the Board and the organization designated to represent the professional employees.

In the event a conflict exists between the negotiated agreement and state or federal law, state or federal law will prevail.

The Board may, without negotiation or reference to any negotiated agreement, take action that may be necessary to carry out its responsibilities due to emergency situations or acts of God.

DEFINITIONS

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

“Compensation” means salary and benefits for professional employees.

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

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

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

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

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

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

NEGOTIATIONS PROCESS

Either the board or the local education organization may make a request for negotiations. At its discretion, the board may request written evidence from the local education organization that it represents the majority of the professional employees for negotiations. The board may further request that the local education organization establish annually that it represents the majority of professional employees for negotiations prior to the commencement of negotiations.

The individual(s) selected to represent the local education organization will be a member(s) of the organization designated to represent the professional employees and a professional employee(s) of the district. At its discretion, the board may designate any individual(s) as its representative(s) for negotiations. However, in the event the board chooses to designate any individual(s) other than the superintendent or elected trustee(s) of the school district, the local education organization is authorized to designate any individual(s) of its choosing to represent the organization for negotiations. Negotiations will only occur between the respective designated representatives.

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

PUBLIC ACCESS

All negotiations with the local education organization will occur in public. Joint ratification of all final offers of settlement will be made in open meetings, and each party must provide written evidence confirming to the other that majority ratification has occurred.

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

At the earliest possible time practicable, the district will post notice of all negotiation sessions on the front page of its website. If time permits, notices will also be posted within 24 hours of the negotiation sessions at the district’s regular meeting physical posting locations.

DURATION OF NEGOTIATED AGREEMENTS

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

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



LEGAL REFERENCE:

Idaho Code Sections 33-1271 through 33-1276

ADOPTED: May 8, 2000
AMENDED: June 28, 2011
AMENDED: May 28, 2013
REVIEWED: July 19, 2018

POLICIES:

POLICY 406 INVESTIGATING AND REPORTING SUSPECTED CHILD ABUSE,

ABANDONMENT OR NEGLECT: Motion by Heber Loughmiller and seconded by Bruce Thompson to approve Policy 406 as amended. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried. Policy 406 will read as follows:

REPORTING REQUIREMENTS

Any Cassia County Joint School District No. 151 employee or volunteer having reason to believe that any child under the age of eighteen (18) has been abused, abandoned or neglected, or who observed the child being subjected to conditions or circumstances which had recently resulted in abuse, abandonment or neglect, will report or cause to be reported within twenty-four (24) hours such conditions or circumstances to the proper law enforcement agency or the Department of Health and Welfare.

Failure to report abuse, abandonment or neglect will be a misdemeanor.

DEFINITIONS

Abused:

Any case in which the child has been the victim of: (1) conduct or omission resulting in skin bruising, bleeding, malnutrition, burns, fracture of any bone, subdural hematoma, soft tissue swelling, failure to thrive, or death, and such condition or death is not justifiably explained, or where the history given concerning such condition or death is at variance with the degree or type of such condition or death, or the circumstances indicate that such condition or death may not be the product of an accidental occurrence; or (2) sexual conduct, including rape, molestation, incest, prostitution, obscene or pornographic photography, 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.

Abandoned:

The failure of the parent to maintain a normal parental relationship with the 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 will constitute prima facie evidence of abandonment.

Neglected:

A child (1) who is without proper parental care or control, or subsistence, or education, or medical or other care or control necessary for his or her well-being because of the conduct or omission of the parents, guardian or other custodian or their neglect or refusal to provide them; however, no child whose parent or guardian chooses for such child treatment by prayers through spiritual means alone in lieu of medical treatment will be deemed for that reason alone to be neglected or to lack parental care necessary for his or her health and well-being; or (2) whose parents, guardian or other custodian are unable to discharge their responsibilities to and for the child, and, as a result of such inability, the child lacks the parental care necessary for his/her health, safety or well-being; or (3) who has been placed for care or adoption in violation of law; or (4) who is without proper education because of the failure to comply with Idaho Code §33-202.

PROCEDURE FOR REPORTING

1. Any school district employee or volunteer will report or cause to be reported any suspected child abuse, abandonment or neglect within twenty-four (24) hours. The employee or volunteer may ask the building principal to call the appropriate agency on his/her behalf.
2. The reporting party (district employee or volunteer initiating the report) will complete a written statement setting forth the reasons believed that a child has been abused, abandoned or neglected. The date and time will be set forth on the written report.
3. The agencies contacted and the names of the individuals with whom the reporting party spoke will also be set forth.
4. Any prior suspicions will also be set forth.

The written report will be delivered to the building principal, who will then deliver a copy of the written report to the superintendent.

In all cases, the building administrator or program supervisor will be notified as soon as possible.

Because of the specialized training that may be necessary to conduct an investigation of alleged child abuse, abandonment or neglect, any formal investigations of the matter will be conducted by the Idaho Department of Health and Welfare or the local law enforcement agency. All school district employees and volunteers will cooperate with these organizations in their investigatory capacities.

REPORTING IMMUNITY

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, will have immunity from any liability, civil or criminal, that might otherwise be incurred or imposed. Any such participant will have the same immunity in respect to participation in any judicial proceedings resulting from the report. Any person who reports in bad faith or with malice will not be protected. Any privilege between husband and wife, or between any professional person, except the lawyer-client privilege, including, but not limited to, physicians, counselors, hospitals, clinics, day care centers, and schools and their clients, will not be grounds for excluding evidence in any proceedings regarding the abuse, abandonment or neglect of the child or the cause thereof.

Any person who makes a report or allegation of child abuse, abandonment or neglect knowing the report to be false, or who reports or alleges such in bad faith or with malice, will be liable to the person 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 fees and costs of suit. If a court finds that the individual acted with malice or oppression, the court may award treble actual damages or treble statutory damages, whichever is greater.



CONFIDENTIALITY

The identity of a reporting party maintained by any law enforcement entity or the Department of Health and Welfare relating to the investigation of child abuse, neglect or abandonment is exempt from disclosure pursuant to the Idaho Public Records Law unless the reporting party consents in writing to the disclosure or the disclosure of the reporting party's identity is required in any administrative or judicial proceeding.

LEGAL REFERENCE:

Idaho Code Sections

16-1602 – *Child Protective Act Definitions*

16-1619 – *Reporting of Abuse, Abandonment and Neglect*

16-1620 - *Immunity*

16-1620A – *Reporting in Bad Faith*

A.G. OP'N NO. 93-2

White by White v. Pierce County, 797 F.2d 812 (9th Cir. 1986)

ADOPTED: May 8, 2000

REVIEWED: October 19, 2017

AMENDED: July 19, 2018

POLICY 411 PERSONNEL FILES: Motion by Jeff Rasmussen and seconded by Bruce Thompson to approve Policy 411 as amended. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried. Policy 411 will read as follows:

The Cassia County Joint School District No. 151 will maintain a personnel file for each employee. Each personnel file will contain any and all job-related conduct and performance material relevant to the evaluation of the employee. The personnel records of all district employees will be maintained in the district's central office. In addition to records relating to job performance or job-related conduct set forth below, personnel records will include completed application forms, recommendations, college transcripts, and other information deemed necessary by the district or administration.

Timely notice will be given to the employee of all materials placed in the personnel file. The employee will have the right to attach a rebuttal to any materials that are objected to by the employee within thirty (30) days of receipt of notice of such placement.

Personnel files are confidential with the exception of information contained in the file pertaining to public service or employment history, classification, pay grade and step, longevity, gross salary and salary history, including bonuses, severance packages, other compensation or vouchered and unvouchered expenses for which reimbursement was paid, status, workplace, and employing agency. Disclosure of information in personnel files by the district will comply with the Idaho Public Records Law, Idaho Code §74-101 et seq.

Within twenty (20) business days after receipt of a statement signed by an employee or former employee, any and all material contained in the personnel file related to job performance or job related conduct of an employee may be disclosed in good faith to another Idaho district, so long as the statement provides the appropriate consent for the release of documents and further releases this school district and its employees from any liability for providing the requested information

Documentation relating to the job performance or job-related conduct of an employee includes the following:

- All annual evaluations;
- Letters of reprimand or direction;
- Letters of commendation or award;
- Disciplinary actions and documentation of disciplinary investigations;
- Recommendations for probation, notices of probation, and notices of removal from probation;
- Recommendations for termination or nonrenewal;
- Notices of termination or nonrenewal;
- Notices from the Idaho Professional Standards Commission or other similar state agency of action taken against an individual's certificate; and
- Any rebuttal documentation filed by the employee related to any of the above documents

An employee has the right to access his or her own personnel file upon request and will be provided copies of materials contained in the file. However, an employee is not entitled to access letters of recommendation or material used to screen and test for employment.

Upon separation from employment with the district, all documents from any other file, including an investigative file, will be moved into the former employee's personnel file. The requirement to submit investigative files to the personnel file will not be construed to be a waiver of the attorney client privilege. Names of any student, fellow employees or complainants, other than the employee's administrative supervisor or administrative author of a document, will be redacted prior to the record being moved into the personnel file.

The former employee will be provided a copy of the documents and written notice of the inclusion of the information into his or her personnel file to the former employee's last known address. The former employee will be permitted the opportunity to file a rebuttal to the new documents placed into the personnel file. If an ongoing personnel investigation was taking place, the contents of the district's investigative file will be forwarded to the professional standards commission when the district submits the report required pursuant to Idaho Code §33-1208A.

In the event the district elects to enter into a resignation or severance agreement with an employee, no provision in the agreement will allow for the suppressing of information concerning negative job performance, or allow for expunging information regarding unethical conduct from the district's personnel, investigative, or other files regarding the

employee. This does not, however, restrict the expungement of information from a personnel file about alleged verbal or physical abuse or sexual misconduct that has not been substantiated.



LEGAL REFERENCE:

Idaho Code Sections

9-340C(1)

33-517 – *Noncertificated Personnel*

33-518 – *Employee Personnel Files*

33-1210 – *Information on Past Job Performance*

74-106(1) – *Records Exempt from Disclosure – Personnel Records, Personal Information, Health Records, Professional Discipline*

ADOPTED: May 8, 2000

AMENDED: July 24, 2012

AMENDED: February 25, 2014

AMENDED: April 28, 2015

AMENDED: July 19, 2018

POLICY 541 PROHIBITION OF WEAPONS: Motion by Heber Loughmiller and seconded by Jeff Rasmussen to approve Policy 541 as amended. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried. Policy 541 will read as follows:

The Cassia County Joint School District No. 151 is committed to providing a safe environment for all students and staff when they are at school, on a school bus, or at any school-sponsored activity. The district's commitment includes the prohibition against any weapons or other objects/substances which may pose a threat to the health and safety of other students, staff members, or visitors, or could be used to disrupt the educational process. It also includes the prohibition against willful threats of violence directed at schools, school buses, school activity venues, school staff and/or students regardless of the point of origin, and delivered by any means of communication.

PROHIBITIONS

Students attending district schools are prohibited from:

1. Possessing or carrying objects/substances which are manufactured, used, or intended for use as a weapon, or facsimiles thereof, at school, on a school bus, or at any school-sponsored activity without prior permission of school officials.
2. Possessing, carrying, using, and/or threatening to use, any normally non-dangerous object or substance with the intent or result of causing harm to another individual at school, on a school bus, or at any school-sponsored activity.
3. Knowingly assisting another student(s) to possess, carry, or use a weapon at school, on a school bus, or at any school-sponsored activity.
4. Threatening by word, electronic means or act to use a firearm or other deadly or dangerous weapon to do violence to any person on school grounds or to disrupt the normal operations of the school district's operations by making a threat of violence.
5. Knowingly possessing, altering or repairing a firearm or other deadly or dangerous weapon in the furtherance of carrying out a threat made by word, electronic means or act to do violence to any person on school grounds or to disrupt the normal operations of the school district.

DEFINITIONS

"Possess" is defined as bringing an object, or causing it to be brought, onto the property of a school, or onto a vehicle being used for school-provided transportation, or exercising dominion and control over an object located anywhere on such property or vehicle. A student will be determined to possess a weapon when the item is found to be in any of the following locations:

1. On a student's person;
2. In the student's personal property, including, but not limited to, the student's clothing, backpack, purse, or any other item the student transports or carries and/or causes to be transported or carried to school;
3. A vehicle parked in the school parking lot which the student drives and/or is transported in;
4. The student's locker; or
5. Any other school-related or school-sponsored event, regardless of location.

"Deadly or dangerous weapon" means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2½ inches in length as defined in 18 U.S.C. Section 930. "Weapon" additionally includes a knife with a blade of any length.

"Firearm" shall mean any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device, including any explosive, incendiary or poisonous gas, bomb, grenade, or rocket, missile, mine, or similar device, as defined in 18 U.S.C. Section 921, and air rifles or other weapons that propel a projectile with air, or pellet guns, or paint ball guns. Antique firearms are specifically excluded.

"On school grounds" means in or on property owned or operated by a school district, public charter school or private school.

INVESTIGATION

The superintendent or designee will immediately investigate any allegation that a student is in violation of this policy. If determined necessary by the superintendent or designee, law enforcement may be requested to conduct the investigation. Any item identified as a weapon may be confiscated by the superintendent or designee. Students reasonably believed to be in possession of these items may be suspended from school until a thorough investigation is completed.

DISCIPLINARY ACTIONS

Any student found to be in violation of this policy will be subject to disciplinary action, including, but not limited to, expulsion, suspension, or other appropriate penalties. The board may, at its discretion, expel a student for the possession and/or use of a weapon, regardless of whether the item at issue falls within the definition of "weapon" under the Gun-Free Schools Act. Disciplinary action will be taken after reviewing all factors, including, but not limited to, the mandates of federal and state law; the student's actions; the risk of harm to the students, district personnel, and patrons; the student's academic standing; the likelihood of recurring violation; and the student's prior conduct.

Expulsion Mandated by Federal Law

The board of trustees shall expel a student when the student's actions violate federal law, as set forth in the Gun-Free Schools Act and Idaho law, regarding the prohibition of weapons:

Gun-Free Schools Act. A student is found by district personnel or by law enforcement personnel to have carried a dangerous weapon as defined by 18 U.S.C. Section 921 on school property. The definition of weapon, for purposes of expulsion under this provision, includes a firearm or destructive device which is designed to or may be readily converted to expel a projectile by the action of an explosive or other propellant. Destructive devices such as any explosive, incendiary, or poisonous gas, bomb, or grenade are also defined as firearms. Specifically excluded from the definition of "weapons" pursuant to the Gun-Free Schools Act, and therefore not subject to mandatory expulsion, are the following:

1. Antique firearms and rifles which the owner intends to use solely for sporting, recreational, or cultural purposes;
2. Firearms that are lawfully stored inside a locked vehicle on school property; and
3. Weapons which are used in activities, approved and authorized by the superintendent or designee, when appropriate safeguards are adopted to ensure student safety.

The expulsion, pursuant to the Gun-Free Schools Act, will be for a period of not less than one (1) year (twelve (12) calendar months). The board may modify the expulsion order on a case-by-case basis, taking into account the individual circumstances and the severity of the incident.

Referral to Law Enforcement

The district will refer any student who brings onto school property a weapon or firearm, as defined under the Gun-Free Schools Act or Idaho law, to law enforcement.

The board may, at its discretion, refer other students who violate this policy to law enforcement.

STUDENTS WITH DISABILITIES

Disciplining students with disabilities, as defined by Public Law 94-142 and subsequent amendments, and Section 504 of the 1973 Rehabilitation Act, under this policy will follow federal guidelines.

DENIAL OF ENROLLMENT

This district will not admit a student who has been expelled from another school district for violation of a statute, regulation, or policy which prohibits weapons until the student is eligible to return to his or her home school district. If a student wishes to challenge that decision, he or she is entitled to a due process hearing pursuant to Idaho Code §33-205.



LEGAL REFERENCE:

Idaho Code Sections

33-205

18-3302D

18-3302I

18 USC 921

18 USC 930

Elementary and Secondary Education Act, Section 4141 (2001)

ADOPTED: May 8, 2000

AMENDED: June 13, 2006

AMENDED: July 19, 2018

POLICY 566 STUDENT SUICIDAL TENDENCIES: Motion by Bruce Thompson and seconded by Heber Loughmiller to approve Policy 566 as amended. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried. Policy 566 will read as follows:

Cassia Joint School District No. 151 recognizes its obligation to protect the health and safety of all students attending its schools. School staff is responsible for following the accompanying procedures relating to suicide prevention, intervention and postvention in the event it is suspected that a student may have suicidal tendencies, or in the event a student suicide occurs. As used in this policy, “postvention” means counseling or other social care given to students after another student’s suicide or attempted suicide.

The legal duty to warn of a student’s suicidal tendencies occurs whenever this school district or any teacher has knowledge of direct evidence of a student’s suicidal tendencies, as determined by a court as a matter of law.

For the purposes of this policy, “direct evidence” is defined as evidence which directly proves a fact without inference and which in itself, if true, conclusively establishes that fact. Direct evidence includes unequivocal and unambiguous oral or written statements by the student which would not cause a reasonable teacher to speculate regarding the existence of the fact in question. Direct evidence does not include equivocal or ambiguous oral or

written statements by a student which would cause a reasonable teacher to speculate regarding the existence of the fact in question.

No person shall have a cause of action for any loss or damage caused by any act or omission resulting from the implementation of this policy or resulting from any training received by district employees as required by Idaho Code §33-136, or lack thereof. Additionally, the training required by Idaho Code §33-136, or lack thereof, shall not be construed to impose any specific duty of care upon the district or any of its employees.



LEGAL REFERENCE:

Idaho Code Sections

33-136-Suicide Prevention in Schools

33-512(4) – Governance of Schools

33-512B – Suicidal Tendencies – Duty to Warn

IDAPA 08.02.03.160 – Safe Environment and Discipline

Stoddart v. Pocatello School Dist. #25, 149 Idaho 679, 239 P.3d 784 (Idaho 2010)

Brooks v. Logan, 127 Idaho 484, 903 P.2d 73 (Idaho 1995)

Carrier v. Lake Pend Orielle School Dist., 142 Idaho 804, 134 P.3d 655 (Idaho 2006)

ADOPTED: May 8, 2000

AMENDED: July 19, 2018

POLICY 876 RECORD RETENTION AND DESTRUCTION: Motion by Heber Loughmiller and seconded by Bruce Thompson to approve Policy 876 as amended. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried. Policy 876 will read as follows:

Cassia Joint School District 151 No. 151 establishes the following guidelines to provide administrative direction pertaining to the retention and/or disposal of district records in connection with the district's obligations under the Idaho Public Records Act, the Uniform Requirements, Cost Principles, and Audit Requirements for Federal Awards, and Education Department General Administrative Regulations (EDGAR).

DEFINITION

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

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

"Electronic Record" means a non-erasable, optical image where additions, deletions, or changes to the original document are not permitted by the technology. An electronic record, for purposes of this policy, accurately reflects the information set forth in the record at the time it was first generated in its final form and is accessible. Emails are electronic records. The original of an electronic record is the one saved on the hard-drive of the original

custodian's computer or under that person's name on a server. A paper printout of an electronic record is a copy, not the original.

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

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

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

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

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

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

RECORD RETENTION

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

FEDERAL PROGRAMS RECORDS

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

- The amount of funds under a grant or subgrant;
- How the subgrantee uses those funds;
- The total cost of each project;

- The share of the total cost of each project provided from other sources;
- Other records to facilitate an effective audit;
- Other records to show compliance with federal program requirements; and
- Significant project experiences and results.

DESTRUCTION OF RECORDS

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

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

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

RETENTION SCHEDULE

The district should choose option A or B:

■ OPTION A

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

□ OPTION B

District records will be retained and/or disposed of as follows:

RETENTION OF DISTRICT RECORDS

1. Records to be retained permanently:
 - a) Official board minutes in official minute book, including attachments;
 - b) Deeds to district property;
 - c) Court orders and related pleadings;
 - d) Ledger of receipts and expenditures;
 - e) Audited copies of official state department reports, official audit reports;
 - f) Certificated personnel folders, registry of teacher certifications, teacher contracts;
 - g) Inventories of district property as taken every calendar year divisible by five (5);
 - h) Annual attendance summaries by building and spring census lists; and
 - i) School certification reports; and
 - j) Student records.
2. Records to be retained for five (5) or more years:
 - a) Bank statements
 - b) Canceled checks; and
 - c) Bills and receipts.
 - d) Construction contracts – Statute of Limitations is six (6) years past completion and acceptance of the project completion. All records created in the course of construction at least six (6) years.

- e) All statements, certificates of extended guarantees and warranties of products or materials utilized in a construction project – minimum retention, the period of the guarantee/warranty.
- 3. Records to be retained three (3) years:
 - a) Paid tax anticipation notes;
 - b) Levy certificates;
 - c) Auditor's remittance reports;
 - d) Correspondence; and
 - e) Copies of state and federal reports;
 - f) Teacher roll books.
- 4. Records to be retained for other time periods:
 - a) Canceled bonds and coupons-one (1) year following repayment in full of entire bond issue;
 - b) Bids-one (1) year with listing of official bids in the minutes;
 - c) Ballots and oaths of election-until canvassed and recorded in the minutes, but not less than eight (8) months following election.
 - d) Ballots for bond elections shall be retained until 60 days after the bonds have been delivered to purchaser, but not less than eight months following election;
 - e) Records of unclaimed property seven (7) years after abandonment – in addition to dormancy period.

In the event that district records do not correspond to any of the above listed categories, the superintendent and business manager will determine the period of retention for a particular record.

The retention schedule authorizes, but does not require, the disposal of records after the expiration of the assigned retention period. Retention may be required beyond the periods listed, and nothing prevents the district from retaining records longer than the period scheduled.

ELECTRONIC RECORDS

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

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

Cassia County Joint School District may access and, to the extent required or allowed by law, disclose any email received, sent or stored in a district email account. The district may retain or dispose of an employee's email, whether an employee is currently or formerly employed by the district. Email account inboxes and outboxes may be purged as often as once a year by the district's information technology department. Email trash folders may be purged as often as every 365 days by the district information technology department or contractor.

LITIGATION HOLDS

When litigation against the district or its employees is filed or threatened, the law imposes a duty upon the district to preserve documents and records that pertain to the issues in the litigation. As soon as the district's attorney

becomes aware of pending or threatened litigation, a legal hold directive will be issued to the official custodian of records. Similar holds will be issued in the event of actual or likely government audits or investigations.

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

EMPLOYEE DEPARTURES

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

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

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

STUDENT RECORDS

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



LEGAL REFERENCE:

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

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

Idaho Records Management Guide, available at:

http://history.idaho.gov/sites/default/files/uploads/Human_Resource_Records_Book_0.pdf

http://history.idaho.gov/sites/default/files/uploads/Payroll_Records_Book_0.pdf

http://history.idaho.gov/sites/default/files/uploads/Administrative_Records_Book.pdf

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

34 C.F.R. §§75.730 – 75.731

34 C.F.R. §§76.730 – 76.731

Federal Rules of Civil Procedure 26 and 34

ADOPTED: May 8, 2000

AMENDED: February 14, 2006

AMENDED: August 25, 2015

AMENDED: July 19, 2018

ITEMS FROM SUPERINTENDENT:

FACILITIES REPORT: Ms. Debbie Critchfield reported on the progress of Mountain View Elementary.

STUDENT HEALTH COUNSELING: Ms. Debbie Critchfield presented information on opportunities to contract additional counseling services for students. This information was requested by the Board of Trustees.

STOP THE BLEED: Motion by Heber Loughmiller and seconded by Jeff Rasmussen to approve Burley Fire Station Chief, Shannon Tolman and/or Captain Ryan Taylor to present a new program, "Stop the Bleed" to Jr. and Sr. High School Students. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried.

FOOD SERVICE PROCUREMENT BID RESULTS: Motion by Heber Loughmiller and seconded by Bruce Thompson to approve the lowest bid by Meadow Gold for milk products for the 2018-2019 school year. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried.

Motion by Heber Loughmiller and seconded by Bruce Thompson to approve the lowest bid by Food Services of America for food and non-food products for the 2018-2019 school year. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried.

Motion by Heber Loughmiller and seconded by Bruce Thompson to approve the lowest bid by Nicholas for food and non-food products for the 2018-2019 school year. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried.

Motion by Heber Loughmiller and seconded by Bruce Thompson to approve the lowest bid by Pizza Hut for pizza for the 2018-2019 school year. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried.

Motion by Heber Loughmiller and seconded by Bruce Thompson to approve the lowest bid by Northwest Tools for Schools for perishable and non-perishable products for the 2018-2019 school year. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried.

Motion by Heber Loughmiller and seconded by Bruce Thompson to approve the lowest bid by WSP for non-perishable products for the 2018-2019 school year. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried.

Motion by Heber Loughmiller and seconded by Bruce Thompson to approve the lowest bid by Brady for non-perishable products for the 2018-2019 school year. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried.

Motion by Heber Loughmiller and seconded by Bruce Thompson to approve the lowest bid by Gem State for non-perishable products for the 2018-2019 school year. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried.

Motion by Heber Loughmiller and seconded by Bruce Thompson to approve the lowest bid by Charlie's Produce for fresh produce for the 2018-2019 school year. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried.

SURPLUS BUS BID RESULTS: Motion by Heber Loughmiller and seconded by Jeff Rasmussen to approve a bid of \$2000 from an individual out of Utah for bus 98-3 1998 International 77 passenger school bus. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried. The bus was listed on www.publicsurplus.com. The auction closed on July 19, 2018.

ARBITRAGE REBATE CALCULATION REPORT: Mr. Chris James addressed the Board of Trustees regarding the on-going IRS compliance with the 2015 construction bonds. He stated the district engaged the services of Arbitrage Compliance Specialists. Arbitrage Compliance Specialists review bond expenditures and bond investment income to ensure that the district did not receive more investment

income than was paid in expenses. Mr. James stated this is required for the first five (5) years of the Construction Bond during which time all bond construct funds must be spent.

STUDENT HANDBOOK: Motion by Jeff Rasmussen and seconded by Heber Loughmiller to approve the amendments made to the White Pine Elementary student handbook for the 2018-2019 school year. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried.

TRIP REQUEST: Motion by Jeff Rasmussen and seconded by Heber Loughmiller to approve Gail Gallegos to attend the Campus Safety Conference July 30-August 1, 2018 in Pasadena, CA. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried.

Motion by Jeff Rasmussen and seconded by Heber Loughmiller to approve Kathy Morris and Chris James to attend Washington Skyward User Group Training in Spokane WA on 10/11-13, 2018. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried.

Motion by Jeff Rasmussen and seconded by Heber Loughmiller to approve Central Office staff to attend the Laserfiche Conference in Long Beach, CA January 18, 2018. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried.

Motion by Jeff Rasmussen and seconded by Heber Loughmiller to approve Oakley Jr. High School Athletics in state Activities. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried (see attached copy).

ALTERNATE AUTHORIZATIONS: Motion by Bruce Thompson and seconded by Jeff Rasmussen to approve an Alternate Authorization – Content Specialist for Ainsley Powers to teach PE/Health at Burley High School while she completes her university requirements for certification as an area of need exists in the district for this particular position. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried.

Motion by Bruce Thompson and seconded by Jeff Rasmussen to approve an Alternate Authorization – Content Specialist for Kristina Craner to teach 4th grade at Mountain View Elementary while she completes ABCTE requirements for certification as an area of need exists in the district for this particular position. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried

SCHOOL BOARD MEETING SCHEDULE 2018-2019: Motion by Bruce Thompson and seconded by Jeff Rasmussen to approve holding the monthly Executive and Regular board meetings on the third (3rd) Thursday of each month with Regular Board meeting starting at 7:00 p.m. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried.

ADJOURN: Motion by Jeff Rasmussen and seconded by Bruce Thompson to adjourn. Voting Aye: Loughmiller, Rasmussen, Thompson, Cranney; motion carried. (7:53 p.m.)

Ryan Cranney, Board Chairman

Pamela Teeter, Board Clerk

