

## RELEASED TIME FOR RELIGIOUS INSTRUCTION POLICY

The [School District Name] School Board of Education (“School District”) recognizes the desire of some parents and guardians who wish to have their child(ren) attend Released Time for Religious Instruction (“Released Time”). This policy applies to any and all Sponsoring Entities of Released Time for Religious Instruction (“Sponsoring Entity”) only; parents and guardians may continue to pick up their students from school to attend religious services and instruction in accordance with [Board Policy].

A student attending the School District in [grade levels], may be excused from school on [specific days and/or periods, i.e. “the last period of the day” or “lunch”] no more than [frequency, i.e. “once or twice a semester”] for up to [time duration, i.e. “60 minutes”], to attend a course in religious instruction conducted by a private entity off School District property; provided the following requirements are met. Students will not be considered absent when:

### A. Student’s parent or guardian gives consent in writing:

- (1) The Sponsoring Entity shall accept and make accommodations for all students who have permission to attend and the School District shall allow that student to attend.
- (2) “Wet-ink” consent forms shall be required (no photocopies) for every instance the student is released to the Sponsoring Entity.
- (3) The student may opt out of any Released Time program at their own request at any time; additionally, the School District shall immediately notify the student’s parent or guardian when a student chooses to opt out.
- (4) Consent forms shall be provided by the Sponsoring Entity and must include specific information about which classes students will be released from, how long students will be released, where religious instruction will be provided, and the full name and contact information of the Sponsoring Entity’s employee(s) to whom the student is released.

### B. Sponsoring Entity maintains per-session attendance records, shall make them immediately available to the School District upon request, and provides them to the School District the day of each session:

- (1) Should any student be picked up from school by the Sponsoring Entity, the Named Adult on the consent form must sign-out each student following the same procedure as all Named Adults removing students from school during the school day; the per-session attendance record is not to be used for the purpose of signing-in or signing-out students. Should students drive themselves, B(1) does not apply.

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(2) The School District must subtract these hours from instructional hour tracking and reporting.

(3) The School District neither aids, assists, or enforces attendance in a Released Time program.

C. Sponsoring Entity provides and assumes all liability for the student starting from the time of release until students are checked back into the school building; and:

(1) Sponsoring Entity shall provide to the School District documentation of all insurance policies and coverage.

(2) Sponsoring Entity must not ask participating student's parent or guardian to release or waive liability.

D. Student assumes responsibility for any missed school work and instruction:

(1) Students participating in Released Time will be held to the same grading evaluations and standards for missed classes as students who are not participating in Released Time.

(2) Teachers and administrators shall not adjust or alter the curriculum, teaching schedule, or lesson plans to make accommodations for students missing class for Released Time.

(3) The principal of each Public School shall support teachers in ensuring the appropriate continuance of scheduled educational programming, aligned with State and School District goals by grade level, for those students who remain at school and do not participate in the Released Time programs while they are occurring.

E. Transportation of students to and from Released Time is the complete responsibility of the Sponsoring Entity, the parent, guardian, and/or student, and may not be arranged, coordinated, or provided for by School District personnel:

(1) The Sponsoring Entity must agree to a transportation plan which shall be established by the School District. This agreement shall be similar to the School District's normal transportation policies and specifically include that vehicles owned by a Sponsoring Entity and their drivers meet the same [State highway patrol], [State public education agency], and [State department of transportation] requirements, and guidelines for School District vehicles and drivers as deemed necessary by the School District.

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F. Students receiving services under an Individualized Education Program (IEP), Section 504 Plan, or any other disability-related accommodation shall not have those services reduced, delayed, rescheduled, or otherwise impacted due to participation in Released Time:

- (1) The School District shall not modify, rearrange, or otherwise adjust IEP services, staffing, or service delivery schedules to accommodate Released Time participation.
- (2) Any absence from IEP services resulting from participation in Released Time shall be treated as a refusal of services by the parent or guardian and must be documented in accordance with applicable federal and state law, including the Individuals with Disabilities Education Act (IDEA).
- (3) The Sponsoring Entity shall not request or receive any information regarding a student's disability status, IEP, or Section 504 Plan.

G. The School District shall not disclose, and the Sponsoring Entity shall not request or collect, any student personally identifiable information (PII) beyond what is minimally necessary for student release and safety:

- (1) The School District shall not share any student education records protected under the Family Educational Rights and Privacy Act (FERPA), except as permitted by law and with explicit written parental consent.
- (2) The School District shall not disclose any student health information, medical records, disability status, or information protected under the Health Insurance Portability and Accountability Act (HIPAA) or applicable state law.
- (3) The Sponsoring Entity shall be prohibited from accessing, requesting, or maintaining any School District records, including but not limited to academic records, disciplinary records, attendance history (beyond same-day release verification), or demographic data.

Permissible information is limited to student name, emergency contact information, release authorization details, and relevant medical, dietary, or behavioral information necessary to protect the student's health and safety (including, but not limited to, food allergies) during Released Time.

- (4) As a condition of participation in Released Time, the Sponsoring Entity shall not use, retain, disclose, or distribute any student information obtained through the Released Time program, the School District, or the student release process for any purpose other than immediate program administration and student safety.

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Prohibited uses include, but are not limited to, marketing, fundraising, recruitment, solicitation, profiling, or sharing such information with third parties.

The Sponsoring Entity shall not combine, match, append, or supplement student information obtained through Released Time participation with data obtained from any other source for purposes unrelated to immediate program administration.

Upon request, the Sponsoring Entity shall certify compliance with this provision and provide documentation sufficient for the School District to verify that student information has not been used or retained in violation of this policy.

(5) Any violation of this section shall be considered a material breach of this policy and may result in immediate disqualification under Section (15).

The School District Board of Education, its members, and School District employees are immune from liability for any injuries arising from transportation to and from Released Time. The School District Board of Education, its members, and School District employees are immune from liability for injuries arising from the time students have been released until the time they are back in School District custody.

Further, no School District resources or funds will be directly or indirectly expended for, and no School District personnel shall be involved in the provision, accommodation, or promotion of Released Time, including soliciting or maintaining the Sponsoring Entity's student enrollment.

Students shall not be excused from a core curriculum subject course to attend Released Time. Released Time shall not occur during students' core instructional time.

School District employees shall not promote or discourage participation in Released Time. All promotional activities for such instruction must be conducted off School District premises. This applies to both physical and digital promotional materials.

In addition:

(1) Any Sponsoring Entity must sign a Memorandum of Understanding (MOU) with the School District Board of Education affirming compliance with all applicable laws, School District policies, and any additional requirements established by the School District prior to engaging in any activity related to enrollment of School District students in Released Time programs.

(2) No Released Time program shall take place on school property, nor shall any School District property be provided, rented, leased, or otherwise permitted during the school day to be used by private entities providing Released Time. A Public School may not connect electricity or other

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utilities, bells, telephones, computers, internet service, or other devices between School District buildings and institutions offering Released Time.

(3) Anyone connected, associated, employed by, or volunteering with the Sponsoring Entity shall complete a background check equivalent to the School District's, which shall include [screenings by the FBI], the [State law enforcement criminal records division], and enrollment into the [FBI Rap Back or equivalent continuous criminal history monitoring system]. The results must be provided to the School District, who shall bear no costs.

(4) Anyone connected, associated, employed by, or volunteering with the Sponsoring Entity, including those on the Sponsoring Entity's advisory board, shall not serve on the School District Board of Education or hold a leadership position within the School District in which the program operates. Such individuals shall also not be closely related to anyone serving on the School District Board of Education or holding a leadership position within that School District. Any violation will be interpreted as compromising School District neutrality, and may result in immediate disqualification under Section (15).

(5) The Sponsoring Entity shall disclose to the School District the names and contact information of all volunteers, employees, and those on their Advisory Board on an annual basis. Failure to provide this information will be interpreted as compromising School District neutrality, and may be subject to the processes described under Section (15).

(6) The School District shall not include schedules of classes for Released Time programs in school catalogs, registration forms, or any other regularly printed school material. Class schedules or course catalogs shall not include a Released Time class. School District publications may not include pictures, reports, information, or records regarding Released Time classes.

(7) Registration for Released Time programs must occur off School District premises, and must be done on forms and supplies furnished by the Sponsoring Entity offering the Program.

(8) Solicitation of students for participation in Released Time programs shall not take place on or near School District facilities, including but not limited to, directly contacting students on School District premises or encouraging Released Time students to recruit their friends, classmates, or peers. Furthermore, no announcements of any kind, including physical and digital promotional materials, regarding Released Time programs will be made in the School District, or using School District resources.

(9) Sponsoring Entities, their employees, and volunteers shall not provide Released Time students with any invitational or promotional materials, snacks, clothing, candies, trinkets, toys or other non-educational items to return to the School District with.

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(10) An employee or volunteer of a Released Time program is not a member of Public School faculty, the School District, or the School District Board of Education, directly contracted or otherwise.

(11) Any student behavior issues that occur during Released Time and observed by the Sponsoring Entity are to be addressed directly between that organization and the student's parent or guardian. Student behavior issues witnessed during Released Time are not to be referred back to the School District for resolution or punishment.

(12) The School District shall not provide food to be consumed off School District campus by Released Time students.

(13) The Sponsoring Entity shall make necessary preparations and provide all accommodations required to meet the medical and behavioral needs of all students, as these will not be provided by the School District.

(14) The maintenance records and inspection reports of any transportation vehicles used by any Sponsoring Entity shall be provided to the School District at the beginning of the school year and upon request.

(15) The School District may disqualify any Sponsoring Entity from having students released to them if they do not meet the guidelines and requirements set forth in this policy:

(a) The School District will issue a written warning to the Sponsoring Entity, detailing the violation.

(b) The Sponsoring Entity shall submit a written response within 7 days to the School District addressing the violation and steps it has taken to be in compliance with this policy. A written response by the Sponsoring Entity does not guarantee approval of continuance. Failure to provide a written response within 7 days shall result in immediate withdrawal of qualification, and the Sponsoring Entity may only apply for requalification the following school year, as detailed in Section (15) (c).

(c) Any subsequent violation of this policy will result in the immediate disqualification of the Sponsoring Entity for the remainder of the school year. The Sponsoring Entity may apply for the following school year, providing written description of the prior year's violation(s), and how it intends to comply with this policy. Application does not guarantee approval.

(16) The Sponsoring Entity provides and assumes liability for the student and agrees to indemnify, defend, and hold harmless the School District, members of the School District Board of Education, and its employees from and against any and all liabilities, damages, claims, demands, costs, and

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expenses, including attorney fees and expenses, ("Claims") at any time arising from or related to such course or program of Released Time, including any Claim made by or on behalf of the Sponsoring Entity or any agent, employee, or affiliate thereof. Such indemnity shall survive and continue after termination of the course or program of Released Time or any agreement, understanding, or arrangement with the Sponsoring Entity.

(17) The Sponsoring Entity shall not use, reproduce, or reference the School District's name, logo, trademarks, service marks, branding, facilities, or any other identifying information in any promotional, marketing, fundraising, or communication materials in a manner that implies or suggests affiliation with, endorsement by, or approval from the School District.

(a) This prohibition applies to all forms of communication, including but not limited to printed materials, digital content, social media, websites, emails, fundraising appeals, and public statements.

(b) The Sponsoring Entity shall not represent or imply that its Released Time program is sponsored, approved, endorsed, recommended, or supported by the School District or any of its employees.

(c) Any factual reference to the existence of Released Time participation must be neutral, limited, and shall not include School District branding or language that could reasonably be interpreted as endorsement.

(d) Any violation of this section shall be interpreted as compromising School District neutrality and may be subject to the enforcement and disqualification procedures described under Section (15).

Nothing herein shall constitute an endorsement of religion or infringe upon an individual's First Amendment rights.

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