



**Xavier Charter School Policy Manual**

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**9000 SERIES—SCHOOL FACILITIES**

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## **Xavier Charter School**

### **SCHOOL FACILITIES**

#### **Policy: 9000 Goals**

The Board recognizes the importance the physical premises plays in enhancing the instructional program. The Board shall develop a program to maintain and/or upgrade the buildings and grounds of Xavier Charter School. Facilities represent a long-term investment of Xavier Charter School. The functional utility of such facilities can be increased with a regular maintenance program monitored by staff.

The Board further recognizes the importance of planning in order to provide the anticipated facility needs of the future. Xavier Charter School will review demographic factors as changes make such reviews necessary.

#### Policy History:

Adopted on: July 2012

Revised on: March 9, 2016

## **Xavier Charter School**

### **SCHOOL FACILITIES**

#### **Policy: 9100 Acquisition, Use and Disposal of Xavier Charter School Property**

##### Acquisition of Property

*Real Property* - Within one (1) year prior to acquiring or disposing of real property, Xavier Charter School will cause such property to be appraised by an appraiser certified in the State of Idaho. The appraised value will be used to establish the fair market value of the property. The appraisal shall be exempt from disclosure to the public. If the Board is purchasing a site for educational purposes, such building site must be located within the boundaries of the city limits, unless, by resolution of the Board, it is determined that it would be in the best interest of Xavier Charter School to acquire a site outside city limits, but within the boundaries of Xavier Charter School.

*Personal Property* – Xavier Charter School may purchase personal property as deemed necessary for the effective operation of Xavier Charter School by any means deemed appropriate when the expenditure of funds will be less than \$50,000. When the purchase of personal property (with the exception of curricular materials) is reasonably expected to cost \$50,000 or more, Xavier Charter School shall comply with the statutory bidding requirements found in Chapter 28, Title 67 of the Idaho Code.

##### Conveyance of Property

*Less than \$500* – For property that has an estimated value of less than five hundred dollars (\$500), the property may be disposed of in the most cost-effective and expedient manner by an employee empowered by Xavier Charter School to do so. However, the employee shall notify Head of Schools in writing of the item(s) to be disposed of and the manner in which they will be disposed prior to disposal of the property.

*More than \$500, but less than \$1,000* - For property that has an estimated value of more than \$500, but less than \$1,000, the Board may dispose of such property by sealed bid or by public auction. However, prior to disposal of the same at least one (1) published advertisement is required.

*\$1,000 or greater* – For property with a value of one thousand dollars (\$1,000) or greater, such property will be appraised. The Board may dispose of such property by sealed bids or by public auction to the highest bidder. Notice of the time and method of sale shall be published twice in accordance with I.C. § 33-402. Proof of posting as required in I.C. 33-402(h) must be acquired before the sale. Such property may be sold for cash or upon such terms and conditions as the Board determines, however, the term of the contract may not to exceed ten (10) years and must bear an annual interest rate of not less than seven percent (7%) interest. Title to property sold on contract shall remain in Xavier Charter School until full payment is received.

### Donated Property

If property is donated to Xavier Charter School, the Board may sell the property without advertising or bidding within one (1) year of the time the initial appraisal was conducted.

### Exchange of Property

The Board may exchange real or personal property for other property provided that:

1. Such property is appraised;
2. A quorum plus one (1) of the Board determine such conveyance/exchange is in the best interest of Xavier Charter School; and
3. A resolution is passed authorizing such exchange of real and/or personal property to any of the following:
  - a. U.S. Government
  - b. City;
  - c. County;
  - d. State of Idaho;
  - e. Hospital District;
  - f. School District;
  - g. Public Charter School;
  - h. Idaho Housing and Finance Association;
  - i. Library District;
  - j. Community College District;
  - k. Junior College District; or
  - l. Recreation District

**Legal Reference:** I.C. § 33-402

I.C. § 33-601

I.C. § 67-2801 et seq.

Notice Requirements

Real and personal property – Acquisition, Use or Disposal of Same

Purchasing by Political Subdivisions – Legislative Intent

### Policy History:

Adopted on: July 2012

Revised on: March 9, 2016; August 16, 2018

## **Xavier Charter School**

### **SCHOOL FACILITIES**

#### **Policy: 9200 Contractor License, Surety Bonds and Insurance**

No contract shall be let to any contractor who is not licensed as required by the laws of this state. Before any contract is awarded to any person, such person shall furnish to Xavier Charter School performance and payment bonds that shall become binding upon award of the contract to a contractor as follows:

1. Performance bonds in an amount not less than eighty five percent (85%) of the contract amount for the sole protection of Xavier Charter School; and
2. Payment bond in an amount less than eighty five percent (85%) of the contract amount for the protection of persons supplying labor or materials, or renting or otherwise supplying equipment to the contractor and/or his subcontractors in the prosecution of the work performed under the contract.

**Legal Reference:** I.C. § 54-1902

Unlawful to engage in public works contracting  
without license

I.C. § 54-1925 et seq.

Public contracts Bond Act

#### Policy History:

Adopted on: July 2012

Reviewed on: March 9, 2016

## **Xavier Charter School**

### **SCHOOL FACILITIES**

#### **Policy: 9300 Operation and Maintenance of Xavier Charter School Facilities**

Xavier Charter School seeks to maintain and operate facilities in a safe and healthful condition. The facilities manager, in cooperation with the Head of Schools, fire chief, and county sanitarian, shall periodically inspect plant and facilities. S/he shall provide for a program to maintain Xavier Charter School's physical plant by way of a continuous program of repair, maintenance and reconditioning. Budget recommendations shall be made each year to meet these needs and any such needs arising from an emergency.

The facilities manager shall formulate and implement energy conservation measures. Head of Schools and staff are encouraged to exercise other cost-saving procedures in order to conserve the resources of their school building.

|                              |                                 |
|------------------------------|---------------------------------|
| <b>Cross Reference:</b> 8520 | Inspection of School Facilities |
| 9400                         | Safety Program                  |
| 9500                         | Security                        |

|                                       |   |
|---------------------------------------|---|
| <b>Legal Reference:</b> I.C. § 33-701 | Fiscal year – Payment and accounting of funds |
| I.C. § 33-1613                        | Safe public school facilities required        |

#### Policy History:

Adopted on: July 2012

Reviewed on: March 9, 2016

## **Xavier Charter School**

### **SCHOOL FACILITIES**

#### **Policy: 9400 Safety Program**

The Board acknowledges the importance of safety for students, staff and others having business with Xavier Charter School. In addition, programs that advocate safety education, accident prevention, proper supervision and OSHA Regulations are important protective measures and are a means to promote a culture of safety awareness. The Board directs the Head of Schools to research and assess available programs and make recommendations to the Board for the implementation of these programs.

The Board also directs the Head of Schools to develop an Exposure Control Plan for employees to eliminate or minimize work-related exposure to bloodborne pathogens, particularly Human Immunodeficiency Virus (HIV) and Hepatitis B Virus (HBV).

Xavier Charter School may participate in the prosecution of any individual(s) who may disturb any school or school meetings, insult or abuse any school employee or student during the course of the school/work day, or otherwise violate the laws of the State of Idaho regarding school disturbance or individual protection for school employees or students.

It shall be the Head of School's responsibility to execute this program. The Head of Schools may delegate this responsibility to other staff members.

|                         |      |  |
|-------------------------|------|--|
| <b>Cross Reference:</b> | 8520 | Inspection of School Facilities                        |
|                         | 9300 | Operation and Maintenance of Charter School Facilities |

|                         |                  |                                   |
|-------------------------|------------------|-----------------------------------|
| <b>Legal Reference:</b> | I.C. § 33-512    | Governance of schools             |
|                         | 29 CFR 1910.1030 | The Bloodborne Pathogens Standard |

#### Policy History:

Adopted on: July 2012

Revised on: March 9, 2016

## **Xavier Charter School**

### **SCHOOL FACILITIES**

#### **Policy: 9450 Firearms Policy & Procedure**

##### Permission to Carry Concealed Firearms on School Property

Xavier Charter School is committed to providing a safe environment for students and staff members. In furtherance of this goal, the Board may designate district employee/s written permission to possess firearms and ammunition on school property pursuant to the guidelines described below.

Xavier Charter School recognizes that in compliance with state and federal law and district rules, policies, and regulations, if the Board grants written permission for an individual to possess a firearm and ammunition on school property, the Board does so within the scope of its duties and pursuant to this policy (safety program), as approved by the Board.

The following procedures will provide guidance to the District and personnel for the carrying of firearms and the use of force.

##### Definition of Terms

**NECESSARY:** Means that no reasonably effective alternative to the use of force appeared to exist and that the amount of force used was reasonable to effect the lawful purpose intended.

**DEADLY FORCE:** Means the intentional application of force through the use of firearms or any other means reasonably likely to cause death or serious physical injury.

**SCHOOL PROPERTY:** All property owned and operated by Xavier Charter School may also include, by definition, school activities that are sponsored by Xavier Charter School and held off-campus in a neutral location.

**PHYSICAL FORCE:** Intentional application of force through the use of physical contact. This includes counter joints, hitting, kicking, and the use of OC/pepper spray, or any other use of force that results in injury or complaint of injury. This does not include routine escort techniques, not amounting to the conditions above.

**BODILY INJURY/HARM:** Physical pain or injury or an impairment of physical condition.

**GREAT BODILY HARM:** Bodily injury which creates the probability of death or causes significant serious permanent disfigurement or loss or impairment of any part of an organ.

**DEADLY WEAPON:** Any explosive, firearm (loaded or unloaded), any other instrument, device, article, or substance, including vehicles, and personal weapons such as hands and feet which under circumstances of its use, is readily capable of causing death or substantial bodily harm.

## Use of Force

Any person employed by Xavier Charter School that may be engaged in security activities or where there is a reasonable expectation that use of force will be part of their job function, shall receive training in and understand all facets regarding use of reasonable and necessary force, including the continuum of force taught in basic law enforcement training. Any school employee authorized to possess a firearm on school property shall receive additional training in crisis intervention, management of hostage situations, and other training as the Board or designee may determine necessary or appropriate.

Xavier Charter School recognizes that school personnel, especially those engaged in school security activities may be confronted with circumstances where control must be exercised, to restrain individuals who pose harm to themselves or others, to quell disturbances, or to effect protective custody detainment. In most circumstances, and whenever reasonably possible, the decision to use physical force, to gain compliance, will follow verbal persuasion, advisement, or warning.

This policy is intended to guide school personnel in their decision to use reasonable force and to consider alternative methods in the application of that force. The reasonableness of the force applied shall be evaluated against the facts and collective knowledge available to the school personnel at the time the force is applied.

### When Force May Be Used

Reasonable physical force may be used by school personnel when necessary to defend against an attack, restrain, remove, or disarm persons who present a threat of harm to themselves or others, property damage or theft, or who disrupt school activities.

Physical force is necessary only when other means of defense, restraint, removal, or disarmament would likely be ineffective after such other means have been attempted and were ineffective.

In determining whether the use of physical force is reasonable and necessary, all circumstances shall be considered, including without limitation the person's age, physical strength, size, maturity and previous history, the seriousness of the problem and the threat posed by the person, and the availability and use of other means of defense, restrain, removal or disarmament not involving the use of physical force.

Examples of force that could be reasonable and necessary include, but are not limited to the following:

- Using reasonable and necessary force to quell a disturbance or prevent an act that threatens physical injury to any person;
- Using reasonable and necessary force to obtain possession of a weapon or other dangerous object within a person's control;
- Using reasonable and necessary force for the purpose of self-defense or the defense of others;
- Using reasonable and necessary force for the protection of property;

- Using reasonable and necessary force to remove a disruptive student from a classroom or school premises, motor vehicle or school bus or from school sponsored activities;
- Using reasonable and necessary force to prevent a person from inflicting harm on himself or herself;
- Using reasonable and necessary force to protect the safety of others;
- Using incidental, minor or reasonable physical contact designed to maintain order and control, protect and defend;

When physical force is no longer necessary, it should be discontinued. Action taken after the fact may be in the form of a student conference, referral, suspension, expulsion or civil or criminal court action.

The categories and use of force guidelines are as follows:

### Levels

**VERBAL COMMUNICATION:** The use of verbal skills, to include commands can achieve the desired results in most situations. Proper communication can de-escalate a tense situation and deter the need for a physical intervention.

Use of Force Beyond Verbal Communication Must be Justified.

**PHYSICAL INTERVENTION:** Situations arise where words alone do not resolve a conflict. Physical force/bare hand contact to guide, direct, hold, restrain or defend are necessary at this level. Defensive tactics holds may be applied to restrain aggressive individuals. Handcuffs may be applied to person(s) who are aggressive, pose a real threat or are believed to have committed a crime that the level of offense dictates the need for restraints prior to an arrest by law enforcement.

**LESS LETHAL FORCE:** At this level the situation should be so extreme, potentially dangerous, and immediate that for safety reasons it could be necessary to temporarily incapacitate the individual. It is assumed that verbal and other less physical measures have been used or deemed inappropriate. This includes all methods of less lethal force beginning with empty hand up through impact tools or Taser (if authorized). Temporary incapacitation is used to stop an individual from injuring you or others and to gain compliance or alleviate the threat. Anytime the situation is serious enough to require the use of a Taser, law enforcement will be notified for further investigation for possible criminal charges.

**DEADLY FORCE:** Use of deadly force must be justified as set out in I.C. 19-201-203.

### Use of Force Requires a Report

Any use of force that escalates the behavior of the intended person or any use of force that requires a staff member to place their hands upon a student or adult, other than to escort said person, will require a report to be written and submitted to the superintendent or their designee. The use of force that can be interpreted as assaultive behavior or results in injury, substantial or

great bodily harm and possibly death will require a report to be made and mandatory notification of law enforcement for investigation.

#### Caring for Injured Due to Use of Force

Any use of force on behalf of school personnel engaged in school security activities where injury results will summon appropriate medical attention immediately. This will cause a report to be made and law enforcement may be called for investigation depending on the severity of the injury.

#### Board Authorization of Employee Possession of Firearms and Ammunition

No employee will be required to carry a firearm and/or ammunition while on school property. Employees who are interested in carrying a firearm and ammunition while on school property and who are aware of and understand the consequences of the risks involved in carrying a firearm and ammunition on school property may apply in accordance with Board Policy. Permission to carry firearms and ammunition on school property is a privilege, not a right, and no notice or due process is owed upon the revocation of such privilege.

The Board may exercise its discretion to grant written permission to a district employee to possess a firearm and ammunition on school property (i.e., all real property, facilities, buildings, fields, and parking lots, belonging to the District) who meets all of the appropriate criteria.

Minimum required criteria will include possession of a current Idaho enhanced concealed carry weapon permit or current active duty or retired law enforcement credentials and a recommendation from the Head of Schools or Assistant Head of Schools. Other factors that may be considered by the Board prior to granting permission to a district employee to possess a firearm on school property include the employee's discipline records, employee evaluations, knowledge and experience with firearms, and employee's conduct on and off school property.

Such permission shall be conditional upon peaceful and lawful activity by the possessor at all times, as well as compliance with all terms included in the District's Firearms and Ammunition Possession Agreement.

The Board may grant or deny permission in its sole discretion for any reason, and the Board's decision is final. A grant of permission shall be reviewed annually by the Board unless earlier revoked by the Board.

The Board may revoke permission to possess firearms and ammunition on school property at any time by verbal or written notice to the individual granted permission. Any verbal notice will be followed by written notice to the individual within 24 hours.

## Firearms Training

Only those school employees who have obtained and maintain a current enhanced concealed weapons permit (or a Law Enforcement equivalent or higher) and have successfully completed a Board-approved Use of Force training course are eligible for authorization by the Xavier Charter School Board to carry a firearm on school property.

Prior to bringing a firearm on school property, an authorized employee will have completed a minimum of **30 hours** of firearms and tactical training from a private vendor (National Rifle Association-certified instructor) or a local law enforcement agency within the previous 12 months. Training will include engagement on the range with a certified instructor in live fire situations that require shoot, don't shoot decision making and other dynamic scenarios. Initial training requirement may be waived by the Board for an employee who also is a sworn law enforcement officer.

After the initial training, all school personnel authorized to carry a firearm must complete a minimum of **16 hours** of firearms and tactical training annually and qualify at least twice per year with their weapon. Training may be obtained from a private vendor (National Rifle Association-certified instructor) or a local law enforcement agency. Training will include engagement on the range with a certified instructor in live fire situations that require shoot, don't shoot decision making and other dynamic scenarios. Ongoing training requirement may be waived by the Board for an employee who also is a sworn law enforcement officer.

## Identification

If school personnel are ever required to draw a firearm to confront an active shooter in the school it will be important for them to be easily identified when law enforcement arrives on campus to avoid a "friendly fire" situation. Therefore the district will work with local law enforcement personnel to determine procedures for easy identification.

## Discharge of Firearms

The discharge of a firearm falls into an intentional or accidental situation. Intentional discharge will occur either during qualification at the range or in the line of duty. Any intentional or accidental discharge of a firearm on school campus, within any building or school sponsored activity will require a law enforcement investigation. Discharging a firearm at the shooting range during training and qualification is exempt from the reporting requirement.

Firing warning shots in the line of duty are not allowed.

## Training Records and retention of records

Xavier Charter School will keep a copy of each authorized employee's concealed carry weapon license and all training records on file in a secure location for a period not to exceed 3 years after the person leaves district employment.

### Request Process

The employee will submit a completed and signed Application For Concealed Carry of Firearm and Ammunition on School Property to the Head of Schools, who will then forward it to the Board. The employee will also submit a letter stating their motivation for and commitment to participate as an Xavier Charter School “concealed carry” employee. The letter should contain an explanation of their background and experience with firearms.

The Board will consider each employee request in open session of a Board meeting. The name of the requesting applicant will remain confidential so as to add to the safety and security of the District.

The Board will deny or permit the request based on the criteria in this policy and will notify the requesting applicant within 10 business days after the decision.



Further, I understand that the Board may grant or deny my request to carry firearms and/or ammunition on school property for any reason or no reason at all.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**Xavier Charter School  
Firearms and Ammunition Possession Agreement**

The below information is provided to notify employees regarding the acceptable ways in which firearms may be used and carried on school property of the Xavier Charter School (“District”). The District permits, consistent with applicable Federal Law, State Law and District Policy, the use of firearms by responsible employees to protect the District students and staff. The purpose of this Firearms and Ammunition Possession Agreement (“Agreement”) is to provide for the safe and appropriate possession of firearms on school property (as defined below)

**I. Definitions:**

- a. “Firearm” means a device, designed to be used as a weapon, from which is expelled through a barrel, a projectile by the force of an explosion of other form of combustion.
- b. “Ammunition” means, but is not limited to, any bullet, cartridge, magazine, clip, speed loader, autoloader, or projectile capable of being fired from a firearm with a deadly consequence. “Ammunition” does include blanks.
- c. “School property” means all real property belonging to the District, including but not necessarily limited to, facilities, buildings, field, and parking lots.
- d. “ECCW” (Enhanced Concealed Carry Weapon) means a valid, current permit to carry a concealed firearm issued by the State of Idaho containing no restriction on the concealed carry of a firearm on school property where the written approval of the Board has been obtained.

**II. District Rights:**

It is the policy of the District to maintain an environment that promotes safety and responsible conduct by all employees. It shall be a violation of this Agreement for any employee to engage in any activity that does not conform to the established purpose and general rules and policies of the District with respect to the carrying of a firearm on school property.

Employees granted permission to carry a firearm and/or ammunition have no expectation of privacy in the firearm they are carrying, the manner in which it is carried, or their ECCW when on school property. Any employee given permission to carry a firearm on school property must allow inspection of the firearm, the means by which it is being carried, and their ECCW upon request of the Board (or designee) or peace officer.

The District reserves the right to revoke permission to carry a firearm or ammunition on school property at any time in the sole discretion of the Board for any reason. Notice of revocation may be given verbally or in writing in accordance with applicable policy and regulations.

The District reserves the right to change the terms under which an employee is granted permission to carry a firearm or ammunition on school property at the Boards discretion for any reason at any time. The District shall provide notice of any changes in writing.

The District reserves the right to require an additional background check and/or a mental health evaluation at the sole discretion of the Board for any reason at any time.

### III. Employee Responsibilities

Permission to carry a firearm and ammunition on school property is contingent on the undersigned's completion of a training course approved by the Board and a recommendation from an approved trainer.

Permission to carry a firearm and ammunition on school property is contingent on the undersigned's completion of any training program required by the Districts workers' compensation, liability or insurance carrier.

Permission to carry a firearm and ammunition on school property is contingent on the undersigned's possession of an ECCW.

The undersigned is responsible for knowing and following all District polices, rules, and regulations regarding the use and possession of firearms and ammunition on the District's property.

The undersigned is responsible for knowing and following all federal and Idaho laws and regulations regarding the use and possession of firearms and ammunition.

### IV. Restriction on Firearms Possession by District Employees

All firearms (provided by the individual) and ammunition (provided by the individual) must be possessed so that they are fully concealed upon the person at all times and tightly secured to the person's body. All firearms must be carried in a holster (provided by the individual) worn inside the pants, around the chest/upper body, on the front hip, or in a holster worn at the ankle underneath pants or behind the back during the school day (per the individual's Concealed Carry guidelines). The employee must carry the firearm and ammunition each day on campus while school is in session unless prior notice is given by the employee to the Head of Schools or designee. No firearms or ammunition will be left on school property when school is not in session. Failure to keep the firearm or ammunition concealed or to remove a firearm or ammunition from campus when school is not in session will result in disciplinary action which may include immediate termination.

Concealed carry holsters and shoulder holsters must meet a minimum retention level II or greater.

Only ammunition that meets national Law Enforcement standards for duty carry will be permitted in firearms authorized to be on school property. Hand or reloaded ammunition is not allowed.

A firearm may only be discharged or brandished on District property in self-defense or in defense of others, and in compliance with Idaho and Federal law.

It is prohibited to clean, disassemble or demonstrate any part of the firearms to any person while on school property, unless inspected by Board or Board designee, law enforcement officer or approved certified trainer or unless the firearm is discharged in self-defense or defense of others.

Failure to follow any part of the District's Firearms policy will result in disciplinary action which may include immediate termination.

V. Acknowledgement of Receipt of Agreement

I acknowledge that I have received, read and understood the District's Firearms and Ammunition Possession Agreement. I understand that any violations of this agreement may be grounds for disciplinary action, up to and including termination. I understand that a copy of the signed District's Firearms and Ammunition Possession Agreement will be placed in my personnel file. I understand that, if granted permission to carry a firearm and ammunition on school property it will be reviewed annually in August, at which time I will need to submit documentation to the Board, for their approval, that I have met the training requirements for that year. I understand that the District reserves the right to revoke this permission at any time. My signature below indicates my knowing and voluntary acceptance of all the terms of this Agreement.

Information of Approved Weapon:

|            |       |               |
|------------|-------|---------------|
| _____      | _____ | _____         |
| Make       | Model | Serial Number |
| _____      |       | _____         |
| Signature  |       | Date          |
| _____      |       |               |
| Print Name |       |               |

VI. Board's Written Permission to Carry Firearm and/or Ammunition

The Board of Xavier Charter School grants written permission to the following individual, whose name appears on the signature line under Section V – Acknowledgement of Receipt and Agreement, to carry a firearm on the school property of Xavier Charter School. This grant of permission is conditioned on compliance at all times with all applicable laws, policies, regulations, and the terms of this Agreement. The District reserves the right to revoke this permission at any time for any reason.

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Board Chair Signature

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Date

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Print Name

Policy History

Adopted on: October 18, 2018

Revised on:

## **Xavier Charter School**

### **SCHOOL FACILITIES**

#### **Policy: 9500 Security**

Security means not only maintenance of buildings, but also protection from fire hazards, security threats, and faulty equipment and safe practices in the use of electrical, plumbing, and heating equipment. The Board requires close cooperation with local police, fire, and sheriff departments and with insurance company inspectors to do safety programs and training to ensure employees are using safe practices.

Access to school buildings and grounds outside of regular school hours shall be limited to staff whose work requires access. An adequate key control system shall be established which shall limit access to buildings to authorized staff and shall safeguard against the potential entry of unauthorized persons. The use of a digital security program may be used to check in visitors/parents/volunteers/etc.

Records and funds shall be kept in a safe place and under lock and key when required.

Locks and other protective devices designed to be used as safeguards against illegal entry and vandalism shall be installed when appropriate to the individual situation. Employment of watchmen may be approved in situations where special risks are involved. All incidents of vandalism and burglary shall be reported to the Head of Schools immediately and to law enforcement agencies as appropriate.

**Cross Reference:** 9300                      Operation and Maintenance of Charter School Facilities

#### Policy History:

Adopted on: July 2012

Reviewed on: March 9, 2016

Revised on: April 19, 2018

## **Xavier Charter School**

### **SCHOOL FACILITIES**

#### **Policy: 9600 Facilities Operations**

The operation of Xavier Charter School's facilities shall be the responsibility of the Head of Schools.

An adequate staff of custodial personnel will be employed by Xavier Charter School to operate Xavier Charter School's facilities. This responsibility shall include, but not necessarily be limited to, the following:

1. Adequate and timely operation of each facility's heating system.
2. Proper care of Xavier Charter School's physical properties, including walls, floors, roofs, ceilings and equipment in those facilities.
3. Adequate care of and timely lamp replacement in each facility's lighting system.
4. Proper care of each facility's grounds and playgrounds.

Because of the nature of facility operations, this service shall be provided not only during the normal scheduled working day and working year, but shall also occur during those times when the building is occupied outside of regular hours.

#### Policy History:

Adopted on: July 2012

Reviewed on: March 9, 2016

## **Xavier Charter School**

### **SCHOOL FACILITIES**

#### **Policy Number: 9700 Xavier Charter School Asbestos Program**

It is the intent of Xavier Charter School that the Asbestos Hazard Emergency Response Act (AHERA) and all of its amendments, alterations and changes be complied with by all Xavier Charter School employees, vendors and contractors.

Xavier Charter School shall develop and continually update an asbestos management plan for each school, including all buildings that they lease, own, or otherwise use as school buildings, and submit the plan to the Idaho Department of Environmental Quality for approval. A copy of each school's plan shall also be kept at the school and made available to the public for review. Xavier Charter School shall notify in writing parents, teachers, employees, and employee organizations of the availability of management plans and shall include in the management plan a description of the steps taken to notify such groups, and a dated copy of the notification.

After an initial inspection of the schools to identify possible asbestos-containing building materials, Xavier Charter School shall conduct an inspection every three (3) years to determine whether the condition of known or assumed asbestos containing building materials has changed and will make recommendations on managing or removing the materials. These inspections and any response actions must be performed by trained, licensed professionals. Every six (6) months Xavier Charter School will survey the condition of these materials to assure that they remain in good condition. Forms for noting the condition of these materials shall be included in the management plan.

Xavier Charter School will train all maintenance and custodial staff about asbestos and how to deal with it, and notify short-term or temporary workers on the locations of the asbestos containing building materials. Such training will be conducted within sixty (60) days of hire. Warning labels will be posted in routine maintenance areas where asbestos was previously identified or assumed. Xavier Charter School will ensure that plans and procedures to minimize the disturbance of asbestos containing building materials are set and followed.

The Head of Schools or designee shall be trained and designated as the person responsible for ensuring that these requirements are implemented.

**Legal Reference:** Asbestos Hazard Emergency Response Act, 15 U.S.C. § 2650  
Asbestos Management Plans, 40 C.F.R. § 763.93

#### Policy History:

Adopted on: November 12, 2014

Reviewed on: March 9, 2016

## **Xavier Charter School**

### **SCHOOL FACILITIES**

**Policy Number: 9700P    Xavier Charter School Asbestos Management**

**XAVIER CHARTER SCHOOLS  
ASBESTOS MANAGEMENT  
September 10, 2014**

Xavier Charter Schools moved into its current location at 1218 N. College Rd. W. in 2009. At that time the school building had just completed construction and passed all occupancy and code requirements. This includes the fact that no materials containing asbestos were used in the construction of the building.

To this point no further construction or additions to the building have been completed or planned and thus there are still no asbestos construction materials in our building.

We are required to have an asbestos management plan, our plan is as follows:

1. Any time our building undergoes an addition or construction modification an inspection will be conducted to verify that no asbestos is present.
2. If asbestos is found through an inspection it will be removed by trained personnel and the training of appropriate school personnel will take place as needed.

## **Xavier Charter School**

### **SCHOOL FACILITIES**

#### **Policy: 9800 Temporary Use Policy for Facilities**

##### Purpose

To provide guidelines on appropriate use of Xavier Charter School building for school purposes and appropriate user fees for groups interested in utilizing the building during available hours.

##### Policy

Xavier Charter School (the “School”) building is owned by the School. The Board of Directors (the “Board”) may, but is not required to, permit temporary use of school facilities to entities who wish to use the facilities during hours the School is not being utilized for educational purposes, provided such use does not violate any agreement, law or regulation by which the School is bound.

Use of school facilities for civic or other purposes shall not interfere with any school function or purpose.

In addition, the School’s Head of Schools (the “Head of Schools”) or Board may, in their sole discretion, for any reason or no reason, deny use of the School facilities. As such, this policy is not legally binding on the School to any extent.

##### Type of Use

###### *1. School-Sponsored Programs and Parent Faculty Association Activities*

The School’s Parent Faculty Association and individual classes shall be granted free use of facilities for qualifying school-related activities so long as the activity does not disrupt the functions of the School. Qualifying activities may include: activities related to the educational curriculum, class performances, or school-wide fund raisers. These activities shall be approved by the Head of Schools prior to notice of the event going out.

Events that require use of the kitchen or require use of personnel after hours to lock the building, including janitorial personnel or school personnel, may be charged a fee depending on the number of school personnel and the amount of time they are required.

##### Requirements for Physical Activities

The instructor must:

- Have Board’s approval for the activity before the activity is formally announced.
- Have a permission slip signed by parent/guardian for all participants.
- Be responsible for all participants during the time of the activity. This includes

immediately before the activity begins and after the activity ends. The instructor must remain at the School until all children have been picked up.

- Provide all necessary equipment.
- Structure all activities to ensure that safety requirements are met.
- Give all students an equal opportunity to participate in the activity.
- Advertise the event at the School and through the School's website with prior approval of the Head of Schools.

Depending on the activity, the instructor and any assistants that will be working with students unsupervised may:

- Be required to show proof of insurance.
- Be required to have a background check at the instructor/assistant's expense.

#### Requirements for Non- Physical Activities

The instructor will:

- Have Board's approval for the activity before the activity is formally announced.
- Be responsible for all participants during the time of the activity. This includes immediately before the activity begins and after the activity ends. The instructor must remain at the School until all children have been picked up.
- Provide all necessary equipment.
- Structure all activities to ensure that safety requirements are met.
- Give all students an equal opportunity to participate in the activity.
- Advertise the event at the School and through the School's website with prior approval of the Head of School.

Depending on the activity, the instructor and any assistants that will be working with students unsupervised may:

- Be required to show proof of insurance.
- Be required to have a background check at the instructor/assistant's expense.

The School will not charge a user fee for the use of the School's facilities for school-sponsored activities, but the School may, consistent with the School's Fee Waiver Policy, charge a fee to cover the cost of using the School's supplies and materials.

## *2. Charitable and Non-Profit Use*

Charitable and Nonprofit user fees apply to community organizations such as service clubs, Boy Scouts, Girl Scouts, United Way, church organizations, cities and counties.

Generally a nonprofit organization will have a tax exempt IRS number.

The Head of Schools may grant limited free use to public service organizations who perform strictly public services, such as civic groups, Boy Scouts and Girl Scouts, when custodial and other services are not required beyond the regularly scheduled duty and when:

- a. No additional school funds are used to subsidize these meetings,  
and
- b. Requests are for occasional use only

However, the Head of Schools may charge a fee for events that require use of the kitchen or require use of personnel after hours to lock the building, including janitorial personnel or school personnel. The amount of fee to be charged depends on the number of janitorial and school personnel are required and the amount of time they are required to put in.

### 3. *Other Uses*

For other uses, the Head of Schools may charge a user fee and a fee for janitorial or other personnel required in connection with the use.

### 4. *Procedures*

The Head of Schools is directed to establish procedures for implementation of this policy, including the establishment of a facility usage schedule.

#### Procedures

As applicable, the Head of Schools will charge for the use of facilities as outlined in the Facilities User Fee Schedule.

The Head of Schools or designee shall complete a copy of the Facilities Temporary User Agreement (temporary user agreement) and obtain the signature of the user prior to the day of use.

The Head of Schools or designee, in consultation with persons requesting for temporary use, will determine personnel and the amount of time required for each occasion.

Collection of user fees is the responsibility of the Head of Schools or designee and such fees shall be collected in advance.

Facility use time shall be computed from the time of requested opening to closing of the doors. Persons lingering in the building shall be the responsibility of the user, and closing time shall be the time when all persons associated with the event have left the building. The fee will be adjusted for any additional time the facility is actually used and any additional personnel time required, such as for clean-up by custodial personnel.

Equipment, keys, and property shall not be loaned or removed from the building.

Temporary use of facilities such as computer lab, media center, or kitchen is off limits, unless it is approved by the Head of Schools in advance and school personnel must be present during the entire time of the event.

Users may only have photocopies made using the School's copy machine if made by school personnel. A copy fee of \$.20 per page will be charged.

The Head of Schools shall assign a school personnel who is responsible for overseeing the event. The School facilities may not be left without such supervision while occupied by community users and other outside user groups.

In addition to the building supervision provided by the School, all community and other outside user groups must provide additional supervision to maintain order during the event and prevent damage or loss of school property.

Head of Schools or designee shall require the individual or entity using the School facility to provide a Certificate of Insurance for liability and property damage before the event and:

- The Certificate shall be for one million dollars (\$1,000,000) per occurrence, and the School shall be named as an additional insured.

The user and guests are required to adhere to standards of behavior of the School and Idaho State Law.

Violation of any of these standards is grounds for termination of the temporary user agreement and the immediate removal of those individuals associated with the event. Violation may result in forfeiture of all deposits, and additional charges may be assessed.

The Head of Schools or designee shall establish additional charges for school equipment (spot lights, VCR/DVD and televisions, microphones, etc.) and supplies used by the user.

Gymnasiums shall be granted use only where adequate protection of the gym floor and is assured by the user.

Facility users shall pay for any damage caused to the facilities/building and any school equipment.

### Fee Schedule

Refer to Temporary User Fee Schedule in Policy 4210F.

### Security Deposit

At the discretion of the Head of Schools or designee, the user may be charged a refundable security deposit of up to \$500. The Head of Schools shall determine the amount of the security

deposit based on the size of the group, the location of the activity, and the type of activity involved. Security deposits shall be paid by the user in a separate check, payable to Xavier Charter School and deposited by the Head of Schools or designee.

After each temporary use event, the Head of Schools or designee shall inspect the used facility for damage or excess mess requiring extra cleanup time. Any such extra charges will be deducted from the security deposit and the remaining security deposit shall be refunded to the user in the form of a check. Should there be no extra charges assessed, the full amount of the security deposit shall be refunded to the user.

### Facilities

Users will be charged according to the Facilities Temporary Use Fee Schedule in Policy 4210F.

### Personnel

The Head of Schools or designee is responsible for determining the number and type of personnel required for a particular event in compliance with this policy.

At least one custodian or school employee is required to be present during any use of facilities in the building. The on-duty custodian cannot be removed from regularly assigned responsibilities to cover custodial services required for temporary user events. Additional cost will be charged to the user for any additional custodial services required beyond the School's regular daily routine. The cost to be charged will be determined by: the applicable personnel rate/hr. x the actual number of hours to clean up for that particular event. Refer to the Temporary User Fee Schedule for the applicable personnel rate.

General supervision/security, beyond the custodian on duty, is required if the Head of Schools or designee determines the user's event requires such. General supervision of the facility may be assigned to a custodian, teacher, administrator or other qualified staff member.

At least one school personnel is required to be onsite for temporary use of the kitchen.

Payment of wages for personnel providing supervision or other services in support of temporary facility use shall be paid in compliance with the applicable negotiated agreement.

**XAVIER CHARTER  
SCHOOL  
INSTRUCTIONS**

1. A Facilities Temporary Use Agreement must be filled out by all organizations or individuals requesting use of school facilities unless the use is by the Parent Faculty Association for approved activities.
2. Determination of additional personnel must be documented on the Temporary User Agreement, and the user must be charged the personnel fees as outlined in the Temporary User Fee Schedule rather than the actual wage the person receives to assure the School is compensated for all benefits and other costs associated with employing staff for temporary use events.
3. Users must provide a certificate of liability insurance for one million dollars (\$1,000,000) per occurrence and name Xavier Charter School as an additional insured.
4. Determination of whether a security/cleaning deposit is required is at the Head of Schools or designee's discretion. If required, the deposit should be paid in a separate check payable to Xavier Charter School and deposited as any other payment. It should not be "held" until the end of the rental period and then returned to the user. If no damage or unforeseen cleanup is required after the rental, a refund should be issued to the user. The Head of Schools or building administrator should make a decision on whether the full deposit or only part of it should be refunded and the refund should be in the form of a check.
5. All employees shall be paid through regular payroll procedures and at the rate outlined in the applicable negotiated agreement. All personnel proceeds collected shall be deposited through the regular process.
6. All funds shall be deposited in accordance with the School's financial policies.

Policy History:

Adopted on: September 2012

Revised on: May 11, 2016