



Xavier Charter School Policy Manual

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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

Reviewed on: March 21, 2019; May 19, 2022

Xavier Charter School

SCHOOL FACILITIES

Policy: 9100 Use and Disposal of Xavier Charter School Property

Conveyance of Property

Within one year prior to conveyance, all real and personal property with an estimated value of \$1,000 or greater shall be appraised, which appraisal shall be entered in the records of the Board.

\$1,000 or Greater: For property with a value of \$1,000 or greater, the property may be sold at public auction or by sealed bids, as the Board shall determine, to the highest bidder. Such property may be sold for cash or for such terms and conditions as the Board shall determine for a period not exceeding ten years, with the annual rate of interest on all deferred payments not less than 7% per annum. The title to all property sold on contract shall be retained in the name of Xavier Charter School until full payment has been made by the purchaser, and title to all property sold under a note and mortgage or deed of trust shall be transferred to the purchaser at the point of sale under the terms and conditions of the mortgage or deed of trust as the Board shall determine. Notice of the time and the conditions of such sale shall be published twice, and proof thereof made, in accordance with subsections (2) and (3) of section 33-402, Idaho Code. The Board may accept the highest bid, may reject any bid, or reject all bids. During the sealed bid or public auction process, no real property of Xavier Charter School can be sold for less than its appraised value. If, thereafter, no satisfactory bid is made and received, the Board may proceed under its own direction to sell and convey the property for the highest price the market will bear.

Less than \$1,000: The Board may sell personal property, with an estimated value of less than \$1,000, without appraisal, by sealed bid or at public auction, provided that there has been not less than one published advertisement prior to the sale of said property. When the appraised value of the property is less than \$1,000, one single notice by publication shall be sufficient, and the property shall be sold by sealed bids or at public auction. The Board may accept the highest bid, may reject any bid, or reject all bids.

Less than \$500: If the property has an estimated value of less than five hundred dollars (\$500), the Board empowers the Head of Schools, and/or designee, to dispose of the property in the most cost-effective and expedient manner, provided however, that the Head of Schools and/or designee shall notify the Board prior to disposal of said property.

Donated Property

If real property was donated to Xavier Charter School the Board may, within a period of one year from the time of the appraisal, sell the property without additional advertising or bidding. Otherwise, the Board must have new appraisals made and again publish notice for bids, as with other property.

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 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

Prior to any transfer or conveyance of any real or personal property as set forth above, the Board shall have the property appraised by an appraiser certified in the State of Idaho, which appraisal shall be entered in the records of the Board and shall be used to establish the value of the real or personal property. Provided however, if the Board finds it is in the district's best interests to trade personal property to a person or entity for like kind personal property, the Board may vote to elect to do so. The Board may elect to abstain from an appraisal of the personal property if the estimated value of such property is less than \$5,000.

Equipment Acquired Under a Federal Award: When it is determined that original or replacement equipment, as defined in Policy 7270, acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Executive Director, his or her designee, or the Business Manager will contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

Generally, disposition of equipment is dependent on its fair market value (FMV) at the time of disposition. If the item has a current FMV of \$5,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency. If the item has a current FMV of more than \$5,000, the federal awarding agency is entitled to the federal share of the current market value or sales proceeds.

If acquiring replacement equipment, Xavier Charter School may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

Xavier Charter School will use whatever means available to ensure the highest possible return on any items sold.

Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the Federal awarding agency or pass-through entity. Therefore, Xavier Charter School should request prior approval from the State Department of Education for the purchase or the disposition of equipment with value of \$5,000 or more.

Cross Reference:	2510P	Selection of Library Materials
Legal Reference:	2 CFR § 200.313(e)	Equipment Disposal
	2 CFR § 200.439(b)(2)	Equipment and Other Capital Expenditures
	I.C. § 33-402	Notice Requirements
	I.C. § 33-601	Real and personal property – Acquisition, Use or Disposal of Same
	I.C. § 67-2801 et seq.	Purchasing by Political Subdivisions
	I.C. § 74-107(3)	Records Exempt from Disclosure – Trade Secrets, Production Records, Appraisals, Bids, Proprietary Information, Tax Commission, Unclaimed Property, Petroleum Clean Water Trust Fund

Policy History:

Adopted on: July 2012

Revised on: March 9, 2016; August 16, 2018; January 17, 2019; May 16, 2019; November 21, 2019; November 19, 2020; May 19, 2022

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 85% of the contract amount for the sole protection of Xavier Charter School; and
2. Payment bond in an amount not less than 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.

Performance bonds will only be required for contractors who would be constructing a building or adding onto an existing building.

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; May 16, 2019

Revised on: September 15, 2022

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 and/or designee, 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. The Head of Schools and/or designee and staff are encouraged to exercise other cost-saving procedures in order to conserve the resources of their school building.

Cross Reference: 8520	Inspection of School Facilities/Emergency Evacuation Plan
9400	Safety Program
9500	Security

Legal Reference: 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; March 21, 2019

Revised on: May 19, 2022

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 and/or designee 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 and/or designee 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 and/or designee's responsibility to execute this program. The Head of Schools and/or designee may delegate this responsibility to other staff members.

Cross Reference: 8520 Inspection of School Facilities
 9300 Operation and Maintenance of Charter School
 Facilities

Legal Reference: 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; May 19, 2022

Reviewed on: March 21, 2019

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. The School Board may reimburse the cost of the training course if requested by the employee.

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 and/or designee, 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.

**APPLICATION FOR CONCEALED CARRY OF FIREARM AND
AMMUNITION ON SCHOOL PROPERTY**

Please complete all sections of this application completely and attach Letter of application. Incomplete applications will not be processed. Return a copy of your completed application to the Head of Schools and/or designee.

Section 1: Identifying information:

Name:	Phone:
Title:	SSN:
DOB	Idaho Driver's License Number
Home Address:	
<p>Have you ever been charged, convicted, pled guilty or received a withheld judgment for a violent misdemeanor or felony offense? Yes ____ No ____ If yes, please explain.</p>	

Section 2: Attachment-

- Letter of application (please attach to this form)
 - Please explain your motivation for and commitment to participate in Conceal Carry for Xavier Charter School.
 - Please explain your background and experience in using firearms.

Section 3: Acknowledgement

I understand that by submitting this application I am certifying under penalty of perjury that the information provided is accurate and all documents attached are true and correct copies of the original.

I understand the consequences and risks involved with making this commitment to conceal carry a firearm and ammunition on school district property.

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 and/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.

Board Chair Signature

Date

Print Name

Policy History

Adopted on: October 18, 2018

Reviewed on: March 21, 2019

Revised on: May 19, 2022; October 20, 2022

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 and/or designee 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; March 21, 2019

Revised on: April 19, 2018; May 19, 2022

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 and/or designee.

An adequate staff will be employed by Xavier Charter School to operate Xavier Charter School's facilities. Personnel responsible for these duties may be delegated by the Head of Schools and/or designee, and the duties 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; March 21, 2019

Revised on: May 19, 2022

Xavier Charter School

SCHOOL FACILITIES

Policy: 9800 Temporary Use Policy for Facilities

Purpose

The purpose of this policy is to provide guidelines on appropriate use of Xavier Charter School buildings for school and community purposes, and appropriate user fees for groups interested in utilizing the building during available hours.

Xavier Charter School (the “School”) buildings are owned by the School. The Board of Directors (the “Board”) may, but is not required to, permit temporary use of school facilities.

School facilities are available to the community for education, civic, cultural, and other non-commercial temporary uses consistent with the public interest, when such use does not interfere with the school program, purpose or school-sponsored activities and provided such use does not violate any agreement, law or regulation by which the School is bound. The use of Xavier Charter School facilities for school purposes has priority over all other uses. The temporary use of school facilities will ordinarily be on a first-come-first-serve basis for eligible organizations except that school-related activities shall have priority.

Right to Decline

The Head of Schools and/or designee 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.

The use of the school premises will be denied when, in the opinion of the Head of Schools and/or designee or the Board, such use may be construed to be solely for commercial purposes, when there is probability of damage or injury to school property, when the activity is deemed to be improper to hold in school buildings, or when it conflicts with any federal, state, or local public health ordinance or Xavier Charter School health policy or procedure. Authorization for temporary use of school facilities shall not be considered an endorsement of or approval of the activity, person, group or organization nor the purposes they represent.

Type of Use

1. School-Sponsored Programs and Parent Faculty Association Activities

Student and school-related organizations such as the Parent Faculty Association (PFA) and individual classes shall be granted use of facilities at no cost 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 fundraisers. These activities shall be approved by the Head of Schools and/or

designee prior to notice of the event going out.

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.

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

Requirements for Physical Activities

The instructor must:

- 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.

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:

- 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.

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.

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 and/or designee 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 and/or designee may charge a fee for events that require use of the kitchen or require the use of janitorial personnel or school personnel after hours to lock the building. The amount of fee to be charged depends on the number of personnel and the amount of time they are required.

3. *Other Non-commercial Community Uses*

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

Procedures

The Head of Schools and/or designee is directed to establish procedures for implementation of this policy, including the establishment of a facility usage schedule, which shall be reviewed and approved by the Board. Temporary use of school facilities requires the Head of Schools and/or designee's approval and is subject to the procedures.

Making a Request for Temporary Use of Facilities

Charitable, non-profit, and community users must fill out the Facilities Temporary Use Agreement to apply for use of the school facility, and the agreement must be presented to the Head of Schools and/or designee at least 3 weeks in advance of the day of use. The agreement must be signed by an authorized representative of the organization desiring to use the facilities in order to be a valid request.

When considering facility use requests, the following should be taken into consideration:

1. The activity should not interfere with the schedule of normal activities of Xavier Charter School;
2. The content of the activity should be reasonably appropriate in a school setting;
3. The event is not in conflict with the health and safety of Xavier Charter School or community and does not violate any federal, state, or local ordinance;

4. The user agrees to follow all health and safety protocols outlined by Xavier Charter School; and
5. Preference for Xavier students to use the building will be considered.

Proper protection, safety and care of school property shall be primary considerations in the temporary use of school facilities. All facility use shall comply with state and local fire, health, safety and police regulations. All individuals using school facilities shall comply with the policies of this Board.

The Head of Schools and/or designee shall complete Part II of the Facilities Temporary Use Agreement prior to the day of use, which includes:

1. A determination of personnel and amount of time required for each occasion, which will be made by the Head of Schools and/or designee, in consultation with persons requesting temporary use.
2. Facility use time, which 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 assessed 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.

Upon approval of the request, the Head of Schools and/or designee will schedule and coordinate the uses of the school facilities. A master calendar will be kept for scheduling dates to avoid conflicts during the school year.

Fees

The Head of Schools and/or designee, shall establish a Temporary Community User Fee Schedule and make additional adjustments in the fees as necessary for the use of any school facility or school grounds. The Head of Schools and/or designee may waive the user fees and/or the security deposit for any user wishing to use the facilities. The Board will review the fee schedule at least annually.

As applicable, the Head of Schools and/or designee will charge for the use of facilities as outlined in the Temporary Community User Fee Schedule in Policy 9800F.

Collection of user fees is the responsibility of the Head of Schools and/or designee and such fees shall be collected in advance. User fees will be due by the date of use and the sponsoring organization whose name appears on the Facilities Temporary Use Agreement shall be held responsible for any and all damages to school property and equipment.

User fees, when assessed, shall cover costs of wages of school personnel involved and utilities.

Fee Schedule

Refer to Temporary Community User Fee Schedule in Policy 9800F.

Security Deposit

At the discretion of the Head of Schools and/or designee, the user may be charged a refundable security deposit of up to \$500. The Head of Schools and/or designee 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 are due by the date of use.

After each temporary use event, the Head of Schools and/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 within 15 business days. Should there be no extra charges assessed, the full amount of the security deposit shall be refunded to the user within 10 business days.

Insurance Coverage

Head of Schools and/or designee may require the individual or entity using the School facility to provide a Certificate of Insurance for liability and property damage before the event with a minimum limit per occurrence of \$1,000,000 naming Xavier Charter School as an additional insured. The Board reserves the right to require increased insurance coverage on any event.

School Equipment and Use of Specialty Areas

Temporary use of school equipment in conjunction with the temporary use of school facilities must be specifically requested in writing and may be granted by Head of Schools and/or designee at their discretion.

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

The user of school equipment must accept liability for any damage to or loss of such equipment that occurs while it is in use.

Temporary use of specialty areas such as computer lab, media center, gym, or kitchen is off limits, unless it is approved by the Head of Schools and/or designee in advance and school personnel must be present during the entire time of the event. The use of the gym shall be granted only where adequate protection of the gym floor is assured by the user.

Where rules so specify, no item of equipment may be used except by a qualified operator. 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. No Xavier Charter School equipment,

keys, or other property shall be loaned or removed from the premises for use by non-school personnel unless otherwise provided for in policy. All equipment used must be thoroughly cleaned and disinfected by the user.

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

Outdoor Facility Usage

The following applies to all Xavier Charter School outdoor facility usage:

1. The user group shall be responsible for the full replacement cost of any facility or equipment damage.
2. Arrangements for keys into the facility must be made prior to the event by contacting the Head of Schools and/or designee.
3. The procedure for cancellation of outdoor events due to threatening weather and/or field grounds conditions is as follows:
 - a. If grounds conditions are such that play is not recommended, the Head of Schools and/or designee shall notify the group as far in advance as possible that contests must be cancelled.
 - b. If there is rain the day of the scheduled contests, the grounds usage is considered cancelled and grounds are not to be used. Questions can be answered by calling the Head of Schools, Assistant Head of Schools or Lead Teachers, (in that order.)
4. All equipment items the group desires must be listed on the Facilities Temporary Use Agreement.
5. No overnight usage of the property is permitted.

Supervision and Personnel

The Head of Schools and/or designee is responsible for determining the number and type of personnel required for a particular event in compliance with this policy. The School facilities may not be left without such supervision while occupied by community users and other outside user groups. The number of paid school employees shall depend on the type of service, number to be served and number of volunteer helpers at the event.

General supervision/security, beyond the custodian on duty, is required if the Head of Schools and/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 custodian or school employee is required to be present during any use of facilities in the building. The Head of Schools and/or designee shall assign school personnel, paid for by the user, who will be responsible for overseeing the event. 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.

Whenever the cafeteria and/or kitchen is used, it shall be under the supervision of at least one school employee on site. The group using the facility shall reimburse Xavier Charter School for the wage of the employee(s) using the applicable per hour rate as described in Policy 9800F.

Payment of wages for personnel providing supervision, custodial services, or other services in support of temporary facility use shall be paid in compliance with the Temporary Use Fee Schedule in Policy 9800F.

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.

No access to other rooms or equipment in the building other than that designated in the Facilities Temporary Use Agreement shall be permitted.

The user and guests are required to adhere to standards of behavior of the School and Idaho State Law. No school facility shall be used for any purpose which could result in picketing, rioting, disturbing the peace, or damaging the property.

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.

**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 for a school-sponsored event or 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 may provide, at the discretion of the Head of Schools and/or designee, a certificate of liability insurance for \$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 and/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 and/or designee should make a decision on whether the full deposit or only part of it should be refunded. 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; November 17, 2022

Reviewed on: March 21, 2019

Xavier Charter School

COMMUNITY RELATIONS

Policy: 9800F Fee Schedule for Temporary Community Use of School Facilities

TEMPORARY COMMUNITY USER FEE SCHEDULE

FACILITY	Commercial	Charitable/Nonprofit
Parking lot	\$ 200/day	\$ 100/day
Cafeteria/Dining Area	\$500/event+ applicable personnel hourly rate from below	\$ 300/event + applicable personnel hourly rate from below
Kitchen (When using the kitchen facility, it is mandatory to have at least one school staff present for which there is an additional charge.)	\$1000/event + applicable personnel hourly rate from below	\$500/event+ applicable personnel hourly rate from below
Gym when no admission is charged	\$100/ hr + janitorial service	\$100/ hr + janitorial service
Gym when admission is charged	\$150/ hr + janitorial service	\$150/ hr + janitorial service
PERSONNEL	Commercial	Charitable/Nonprofit
Building Supervisor	\$ 35/hr.	\$ 35/hr.
Additional Staff	\$ 25/hr.	\$ 25/hr.
Custodial Staff	\$16/hr.	\$ 16/hr.
EQUIPMENT	Commercial	Charitable/Nonprofit
This fee is done on a case by case basis. Fees are set by Head of Schools and/or designee. Fee shall be documented in the Facilities Temporary Use Agreement	TBD	TBD

Fees are based on a per-hour, per-day or per-event charge, whichever applicable. When a fee is based per-event, the duration of the event must be limited to 8:00 am to 5:00pm or not more than 9 hours total. No overnight usage of the property is permitted. Should the services of additional personnel be required due to the nature of the use request, additional charges will be based on applicable personnel rate stated above. The Head of Schools and/or designee may waive the user fees and/or the security deposit.

Policy History:

Adopted on: September 2012

Revised on: May 11, 2016; November 16, 2017; February 28, 2019; October 20, 2022

Reviewed on: January 18, 2018; November 19, 2020; January 20, 2022; February 16, 2023;
March 14, 2024

Xavier Charter School

FINANCIAL MANAGEMENT

Policy: 9802 Display of the National Motto

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

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

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

Legal References: IC § 33-141 National Motto

Cross Reference: 4510 Public Gifts to the School

Policy History:

Adopted on: November 16, 2023

Revised on:

Reviewed on:

Xavier Charter School

COMMUNITY RELATIONS

Policy: 9810 Facilities Temporary Use Agreement

FACILITIES TEMPORARY USE AGREEMENT

Part I: To be completed by organization requesting facility use.

Name of Organization Requesting Facility Use: _____

Address: _____

Contact Name: _____ Phone#: _____

Facility Requested: _____

Date and Hours of Requested Use: _____

Purpose of Use: _____

Equipment Requested: _____

Services Requested: _____

Certificate of Liability Insurance Provided? Yes _____ No _____

Premises and Conditions

1. Conditions of Facilities Use – Temporary use of Xavier Charter School facilities is conditioned upon the following covenants:
 - a. That no alcoholic beverages, tobacco or other drugs are sold or consumed on the premises by the requesting organization or individual or any of its employees, patrons, agents, or members;
 - b. No illegal games of chance or lotteries will be permitted;
 - c. That no functional alteration of the premises or functional changes in the use of such premises shall be made without specific written consent of Xavier Charter School;
 - d. That adequate supervision is provided by the requesting organization or individual to ensure proper care and use of Xavier Charter School facilities; and
 - e. That the organizers and participants shall comply with Policy 9800 and all other Xavier Charter School policies and procedures.

User Fees and Security Deposit

The requesting organization or individual agrees to pay Xavier Charter School, as user fees for the premises, as payment for special services (if any) provided by Xavier Charter School and security deposit when required, for the sum of \$_____, and this shall be due 3 days in advance. Refer to Policy 9800F for fee schedule. The requesting organization or individual shall be responsible for all actual damages, including costs, disbursements, and expenses, resulting while it has use of the premises. This agreement must be submitted to Xavier Charter School 3 weeks prior to the date of use. The Head of Schools and/or designee may waive the user fees and/or the security deposit. When a fee is per-event the duration of the event must be limited to 8:00am to 5:00pm or not more than 9 hours. No overnight usage of the property is permitted.

Insurance and Indemnification

The requesting organization or individual, by signature below, hereby guarantees that the organization shall indemnify, defend and hold harmless Xavier Charter School and any of its employees or agents from any liability, expenses, costs (including attorney’s fees) damages and/or losses arising out injuries or death to any person or persons or damage to any property of any kind in connection with the organization or individual’s use of Xavier Charter School facility which are not the result of fraud, willful injury to a person or property or the willful or negligent violation of a law.

The requesting organization or individual may be required to provide Xavier Charter School with a certificate of insurance prior to the use of the facility. The certificate shall show coverage for comprehensive general liability insurance in an amount not less than \$1,000,000 for injuries to or death of any person or damage to or loss of property arising out of or in any way resulting from the described use of the facility.

Non-Discrimination

The requesting organization or individual agrees to abide non-discrimination clauses as contained in the Idaho Human Rights laws and federal anti-discrimination laws.

DATED this ____ day of _____, 20__.

Signature of Requesting Organization/Representative: _____

Print Name and Title: _____

Part II: To be completed by Xavier Charter School.

Facility Use Request Approved? Yes _____ No _____

Security Deposited Required? If Yes, Amount Required:\$ _____ No _____

Facility Fee to be Charged: \$ _____ Equipment Fee: \$ _____

Number of School Personnel Required: _____ Personnel Cost: \$ _____

Total Fees (Facility + Equipment + Personnel): \$ _____

Fees Paid? Yes _____ No _____

Amount Paid: \$ _____ Check# _____ Date Paid: _____

Signature of Head of Schools:

_____ Date: _____

Additional Obligations:

Policy History:

Adopted on: July 19, 2012

Revised on: May 11, 2016; November 16, 2017; May 19, 2022; October 20, 2022

Reviewed on: November 19, 2020