CONTENTS

POLICY TITLE POLICY NUMBER

BUILDINGS AND SITES
SECTION 900

The primacy purpose of the school building program is to provide the means of achieving the educational objective of the school district.

The board of trustees shall have full and final responsibility for selection of sites, employment of personnel, contracting for services, approval of plans, authorization and acceptance of bids, payment for work performed on contractual agreements, and final acceptance or rejection of work done. All of the related actions should be taken only by official resolution based upon formal recommendation of its staff at legal board meetings.

The school administration, through the superintendent and administrative assistants, is responsible for maintaining a current master plan related to plant facilities. All available resources within Blackfoot School District No. 55 shall be used to establish the facts of the master plan. In addition, consultants may be employed upon the recommendation of the superintendent and approval by the board of trustees.

Content of the master plan shall be concerned with the following:

1. Current educational procedures.

2. Projected and proposed educational procedures and programs.

3. Population projections.

4. Enrollment projections.

5. Site acquisition needs.

6. Site placement needs.

7. Building replacement needs.

8. Financial needs for future site acquisition, new building, and building renovations.

The superintendent shall be responsible for organizing and coordinating the efforts of the various individuals and groups to best achieve the established educational objectives in the building program and for making resultant recommendations to the board of education.

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LEGAL REFERENCE:
Idaho Code Section 33-506

ADOPTED: July 23, 1998

REVIEWED: October 15, 2015

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The building and grounds director will annually prepare recommendations for building and grounds maintenance and improvements. The recommendations shall be arranged in order of priority and shall be supported by cost estimates and shall be submitted to the board through the superintendent of schools for consideration in preparing the budget.

Repair of existing facilities not involving structural loads or stresses is the responsibility of the department of building and grounds. This includes, but is not limited to, repairing, maintaining or remodeling lighting, heating, electrical, mechanical and intercom systems, ceilings, roofs, floors, doors, parking lots, grounds, fences, gates, water systems, and locks.

If the repair or remodel project is to be accomplished on a contract basis and paid with bond funds or current budget funds, it shall be handled by the superintendent or his delegate.

The superintendent shall recommend new construction to the board of trustees after consultation with the related divisions and departments of the administrative staff and other committees as appointed by the board of trustees.

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LEGAL REFERENCE:
Idaho Code Section 33-506

ADOPTED: July 23, 1998

AMENDED: October 15, 2015

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Educational specifications shall be developed by the mutual efforts of the divisions and departments of the administrative staff. The Superintendent shall present these educational specifications to the Board of Trustees for its approval.

Educational specifications shall include the following:

1. Descriptions of the educational activities to be housed in the facility.
2. The types and amounts of furniture and equipment to be used in the various areas.
3. The relationships among the space areas of the facility.
4. Suggested traffic patterns within the buildings and on the grounds as well as the traffic patterns for community access to the facility.
5. Special problems of the site such as topography, access to utilities, etc.
6. Any and all other unique and pertinent information which will give guidance to the architect.

The superintendent may organize committees of staff members and recommend the employment of consultants to insure the development of the best educational specifications.

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LEGAL REFERENCE:
Idaho Code Section 33-506

ADOPTED: July 23, 1998

REVIEWED: October 15, 2015

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It is the policy of the board of trustees to assure the safety of students, staff, and visitors who use the school buildings of this district, and to provide a safe environment conducive to learning. The board will ensure compliance with the provisions of the Idaho Uniform School Building Safety Act, which applies to all existing district public school facilities, or those constructed in the future and which are owned, leased, or used for the district's educational purposes.

Personnel, students, and visitors who believe that a building, facility, or grounds, or use thereof, is unsafe are encouraged to report such concerns to the building principal's office. Such reports will be investigated within a reasonable time and corrected as determined to be necessary to protect students, personnel, and visitors from unsafe conditions.

DEFINITIONS

"Administrator" means the administrator of the State of Idaho Division of Building Safety.

"Imminent safety hazard" means a condition that presents an unreasonable risk of death or serious bodily injury to occupants of a building.

"School facilities" include school buildings, administration buildings, playgrounds, athletic fields, and improved or unimproved real property, owned or operated by the district, which are used by students or personnel in the normal course of providing an educational program. School facilities do not include those areas, buildings, or parts of buildings closed from or not used in the normal course of the educational program.

"Serious safety hazard" means a condition that presents an unreasonable health risk or risk of injury to occupants of a building.

INSPECTION

The board will require an annual inspection of the district's school facilities, conducted by an independent inspector professionally qualified to conduct inspections under the applicable codes, or pursuant to the Idaho Uniform Public School Building Safety Act, Idaho Code §39-8001 et seq. Such inspection will address whether the school facilities comply with safety and health standards, including applicable electrical, plumbing, mechanical, elevator, fire safety, boiler safety, life safety, structural, snow loading, and sanitary codes, as adopted by or pursuant to the Idaho Building Code Act, local ordinances or rule of the Idaho State Board of Education and applicable to school facilities.

Additionally, the board will cooperate with Idaho State Board of Education staff, including the executive director and school safety and security program staff, to allow entry to the school facilities at reasonable times, for the inspection of such facilities for consistency with the school safety and security guidelines developed by the Idaho School Safety and Security Advisory Board.

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ABATEMENT

The board will identify any unsafe or unhealthy conditions in the school facilities, and direct personnel to take the necessary steps to abate any identified unsafe or unhealthy conditions. The board will issue a report, as required by the State Board of Education, in the same year that the inspection(s) is made declaring any identified unsafe or unhealthy conditions which were not abated.

The district will use available funds to abate all identified unsafe or unhealthy conditions. The district need not separately account for the costs of abatement, and is not obligated to segregate funds used for abatement.

PLAN OF ABATEMENT

If adequate funds are not available to abate all unsafe and unhealthy conditions, the board will direct that a plan for abatement be developed and implemented immediately. The plan must include a timetable for commencement of the abatement beginning no later than the following school year and specify the funds from which the district will finance the abatement, in accordance with Idaho Code Section §33-1613. The board may finance the abatement plan through any of the following sources: unencumbered lottery money, levies, a loan or grant from the School Safety and Health Revolving Loan and Grant Fund, or declaration of a financial emergency.

The board will separately account for and document all costs of implementing the plan of abatement with regard to each unsafe or unhealthy condition identified.

VIOLATIONS NOT CONSTITUTING A SERIOUS OR IMMINENT SAFETY HAZARD

Upon receipt of written notice from the administrator or designee that the violation of the Idaho Uniform School Building Safety Act does not constitute a serious or imminent safety hazard, the superintendent will take appropriate remedial action within the time frame set forth in the notice and notify the board of the notice and action taken at the next regularly scheduled board meeting, or earlier, if appropriate.

VIOLATIONS CONSTITUTING A SERIOUS SAFETY HAZARD

Upon receipt of written notice that, relative to any district building, the administrator found a violation of the Idaho Uniform School Building Safety Act, which constitutes a serious safety hazard, the superintendent will eliminate the condition within the time frame specified in the written notice. In the event the superintendent believes that it is in the district's best interest to contest the administrator's findings, the superintendent is authorized to file a request for a hearing on the matter within fourteen (14) days of the date the administrator's written order or notice was issued, which hearing will be processed as a contested case under Idaho Code §§67-5201 et seq.

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VIOLATIONS CONSTITUTING AN IMMINENT SAFETY HAZARD

Upon receipt of written notice from the administrator or designee that an imminent safety hazard exists in a school facility, the superintendent will immediately schedule a board meeting to review the matter and require all changes necessary to eliminate the imminent safety hazard. Such changes will be made without delay, and within the time specified in the administrator's written notice or order.

If the imminent safety hazard is not corrected, or cannot be corrected in the specified time, or if the administrator determines that the imminent safety hazard could reasonably be expected to cause serious physical harm or death before the hazard can be eliminated and orders that all persons no longer occupy the building, the superintendent or designee will assist the administrator as necessary to post notice on such areas to prevent unauthorized people from entering the area where the imminent safety hazard exists.

CORRECTIVE ACTION

All buildings owned by the district will be inspected annually by the local fire department.

The maintenance staff will survey the school buildings, facilities, and grounds at reasonable intervals to determine whether or not a safety concern exists. A log will be kept of the inspections. All minor safety concerns will be prioritized and corrected, as determined necessary to protect students, personnel, and visitors from unsafe conditions. Any corrective action taken on minor safety concerns, or any determination to delay corrective action will be documented by the maintenance staff. Major safety concerns will be reported to the building principal's office. The corrective action taken, or determination to delay corrective action, will be documented by the school principal or superintendent.

BEST PRACTICES MAINTENANCE PLAN

Based on the best practices maintenance plan for school buildings developed by the administrator of the Idaho Division of Building Safety (DBS) and the State Department of Education, the district will develop a ten (10) year school maintenance plan and submit it to DBS for approval. The plan will be submitted to DBS in all years ending in zero (0) or five (5), and will include information detailing the work completed pursuant to the previous maintenance plan and any revisions to that plan.

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LEGAL REFERENCE:

Idaho Code Sections
- 33-1017 – School Safety and Health Revolving Loan and Grant Fund
- 33-1612 – Thorough System of Public Schools
- 33-1613 – Safe Public School Facilities Required
- 33-5904 – School Safety and Security Program

39-8001 *et seq*. – Uniform Public School Building Safety

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67-5201 *et seq.* – Idaho Administrative Procedure Act
IDAPA 08.02.02.130 – School Facilities
IDAPA 08.02.03.160 – Safe Environment and Discipline
IDAPA 24.39.60 – Rules Governing Uniform School Building Safety

ADOPTED: July 23, 1998

AMENDED: December 17, 1998
October 28, 2004
October 15, 2015
March 15, 2018
September 16, 2021

REVIEWED: July 25, 2024
July 24, 2025

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This district may select and negotiate contracts at fair and reasonable prices for professional engineering, architectural and land surveying services on the basis of qualifications and demonstrated competence.

Prior to the selection of an architect or engineer for a building or site project, the following general criteria will be used in judging the competency of the individual under consideration:

1. He or she must be licensed and registered within the State of Idaho.

2. He or she must have a minimum of five years experience as a principal in an architectural or engineering firm.

3. He or she must have staff and facilities adequate to handle the proposed project

4. He or she must be willing to accept and incorporate into the project the educational specifications developed by school district personnel.

5. He or she must show evidence of having knowledge and experience in school design and construction.

6. He or she must have available consultation and design services which meet the approval of the board of trustees.

7. He or she must be willing to cooperate with educational consultants of the school district's choice, should they be employed.

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LEGAL REFERENCE:
Idaho Code Section 33-506; 67-2320

ADOPTED: July 23, 1998

REVIEWED: October 15, 2015

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In accordance with the Asbestos Hazard Emergency Response Act (AHERA) and the Asbestos-Containing Materials in Schools Rule (the AHERA Rule), to protect students and employees from exposure to asbestos, Blackfoot School District No. 55 adopts the following asbestos management plan for the maintenance, inspection, and removal of asbestos-containing materials in the district's school buildings.

BUILDING INSPECTION

A periodic surveillance of asbestos-containing building materials will be performed in all district buildings every six (6) months. A complete re-inspection of all buildings containing asbestos will be completed every three (3) years.

REMOVAL

Asbestos that has been identified will pose little risk if it is well maintained under an operations and maintenance program. The U.S. Environmental Protection Agency (EPA) only requires asbestos removal to prevent significant public exposure to airborne asbestos fibers during building demolition or renovation activities. If removal of asbestos during renovation is warranted or a school building will be demolished, the district will comply with the Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP).

RECORDKEEPING

The district and each school administrative office will maintain a complete, updated copy of its asbestos management plan. The plan will document recommended asbestos response actions, the location of any asbestos within the school, and any action taken to repair and remove the material.

Asbestos management plan records will include:

- The name and address of each school building and whether the building has asbestos-containing building material, and the type of asbestos-containing material;
- The date of the original school inspection;
- The plan for re-inspections;
- Blueprints that clearly identify the location of asbestos-containing building materials that remain in the school;
- A description of any response action or preventive measures taken to reduce asbestos exposure;
- A copy of the analysis of any building, and the name and address of any laboratory that sampled the material;

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- The name, address, and telephone number of the district's designated person or contact to ensure the duties of the district are carried out; and
- A description of steps taken to inform workers, parents/guardians, teachers, and employee organizations about inspections, re-inspections, response actions, and periodic surveillance.

These records will be kept by the district for the duration of building ownership and will be transferred to any successive owners.

TRAINING

All district maintenance and custodial staff will be provided with asbestos awareness training. All individuals working on asbestos related activities will be trained and accredited in accordance with EPA standards.

REVIEW

The district will maintain and update its asbestos management plan to keep it current with ongoing operations and maintenance, periodic surveillance, inspection, reinspection, and response action activities.

ANNUAL NOTICE

The district will provide written annual notification to parents/guardians, teachers, and employee organizations on the availability of the school's asbestos management plan and any asbestos-related actions taken or planned in the school.

Additionally, the district will provide each student and parent/guardian with a copy of this policy by posting on the district website.

PLAN INSPECTION

The public has the right to inspect the asbestos management plan. The plan will be available for inspection during regular business hours at the district office or school administrative office(s). The district and its schools may charge a reasonable cost to make copies of the management plan. The district will make the plan available for inspection within five (5) working days of a request for such inspection.

DISTRICT CONTACT

The AHERA Rule requires schools to appoint an asbestos management coordinator, called the "AHERA designated person," to be responsible for asbestos-related activities within the district. The person in Blackfoot School District No. 55 who is responsible for ensuring that each school is in compliance with this policy is:

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Building and Grounds Director
Blackfoot School District No. 55
270 E Bridge Street
Blackfoot, ID 83221
Phone: (208) 785-8800
Fax: (208) 785-8809

The AHERA designated person is responsible for asbestos-related activities within the district, including inspecting school buildings for asbestos-containing building materials; notifying parents and staff regarding management plan availability; providing asbestos awareness training to school maintenance and custodial workers; developing, implementing and updating asbestos management plans; taking appropriate response actions; and complying with AHERA's record-keeping requirements.

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LEGAL REFERENCE:
Asbestos Hazard Emergency Response Act (AHERA), 15 U.S.C. II, *et seq.*, as amended.
40 CFR Part 763, Subpart E – Asbestos-Containing Materials in Schools Rule

ADOPTED: October 15, 2015

AMENDED: October 27, 2022

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[SCHOOL DISTRICT LETTERHEAD]

[Date]

Dear Parents, Teachers, Building Occupants, and Employee Organizations:

In compliance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), _____ School District No. _____ is required to provide annual notification of inspections, response actions, and post-response action activities, including periodic re-inspection and surveillance activities that are planned or in progress.

A periodic surveillance of asbestos containing building materials (ACBM) is performed in all district buildings every six (6) months. A complete re-inspection of all buildings containing asbestos is completed every three (3) years and was last completed on ***[date of re-inspection]***. At the last re-inspection, all materials listed in the Asbestos Management Plan as asbestos containing (or assumed to be asbestos-containing) were inspected ***[and found to be in good condition]***.

Information about these inspections is included in the district's Asbestos Management Plan, which can be found in each school's main office and at the district's administrative office located at ***[district office address]***. You may review a copy of the plan during regular business hours.

The following buildings contain no asbestos-containing building materials; therefore, no operations and maintenance programs or future inspections are required: ***[Name of Buildings]***.

During the past year, asbestos containing building materials have been removed, encapsulated, or enclosed in the following buildings: ***[Name the Buildings]***.

During the next year, we plan to conduct the following asbestos related activities at the following school buildings ***[describe the activities and name the buildings]***.

Questions or concerns regarding asbestos or the district's asbestos management program should be addressed to the district's designated contact: ***[Name of designated contact and contact information]***.

NOTE: A dated copy of all asbestos management plan notifications distributed to workers, building occupants, parents/guardians, teachers, and employee organizations must be kept with each school's asbestos management plan.

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The Board of Trustees of Blackfoot School District No. *55* will determine the names of various schools after consideration of suggestions made by its members, the school district personnel, and local interested citizens.

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LEGAL REFERENCE:
Idaho Code Section 33-506

ADOPTED: July 23, 1998

AMENDED: October 15, 2015

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The Board of Trustees of Blackfoot School District No. 55 recognizes the capital investment the community has in school buildings and facilities and believes such facilities should be used for legitimate community purposes. This public investment in school plants and sites and the general community welfare justifies the use of school buildings and grounds by responsible organizations, associations, and civic groups for educational, cultural, civic, and recreational groups outside school hours, or when such use will not conflict with or handicap the school program.

Major operational costs while the facility is being used should be at the expense of the lessee and not the expense of the school district. Use of Blackfoot School District No. 55 facilities is offered as a service to the community and the amount charged is not designed to make money as a rental fee. These charges are for recovery of major operational costs only, unless the individuals or groups requesting use are commercial.

The Board of Trustees and all employees of Blackfoot School District No. 55 are to be held harmless against any and all claims, liabilities, damages, losses, actions, or causes of action that may be sustained to persons or property resulting from the occupancy and use of school facilities and/or equipment.

The Board reserves the right to refuse permission for building use.

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LEGAL REFERENCE:
Idaho Code Section 33-601(7)

ADOPTED: July 23, 1998
REVISED: August 25, 2005
January 15, 2015

REVIEWED: November 19, 2015

Business Procedures for Building Rental

1. Organizations desiring to use school facilities shall file a Hold Harmless/Waiver of Liability and Indemnity Agreement for such use with the respective principal of each school, the agreement will indicate the facility and the time and date desired, the purpose of the activity and the organization or group requesting such use. The district or school will not rent to individuals or groups who do not disclose the purpose of the rental. The agreement must be filed with the principal of the school prior to the time desired for use. Notice of termination of any agreement of either the lessee or the district shall be made at least 24 hours in advance.
2. Applications will be approved based upon a first in time, first in right basis. In cases of demonstrated emergency as determined by the superintendent or designee, this timeline may be waived in the sole discretion of the school district.
3. The use of school facilities on Sundays or holidays is not encouraged.
4. **With principal approval,** the use of school facilities is permitted on emergency closure days.
5. School authorities reserve the right to require policemen or firemen to be present during the use of school facilities. The expense of these services would be the responsibility of the lessee.
6. Respect of facilities must be maintained. Unwarranted damage from rowdiness or disregard will be the responsibility of the groups and/or individuals causing such damage. The school reserves the right of terminating the use of the building for any groups refusing to compensate for damage, or to suspend the privileges for groups and individuals exhibiting undue disorder or disregard for property.
7. When vacating the building after completion of an activity, supervisors and coaches should check the building to make sure that the doors are closed and secured.
8. The possession or use of alcohol, tobacco, or narcotics shall not be permitted at any school facility or on any property. (Board Policies 412, 551, 950)
9. Renter must provide one adult activity supervisor who will be on the premises during the entire rental period. The renter-designated supervisor shall be responsible to see that all building rental rules, regulations, and laws are adhered to by participants and those attending; any violations will be reported to the school representative who will notify school administration. The adult activity supervisor will be available to resolve any issues that arise during the event or may be reported by school representatives. (The building principal may require multiple activity supervisors.) A representative of the school district may be present on school property the entire time period whenever an authorized activity is taking place. If a custodian is needed additional charges may be levied. The district is not responsible for crowd control or any criminal activity that takes place during building rental.
10. Whenever the rules and regulations have been violated, the school, with the approval of the building principal or designee may revoke the permit to use the facilities and refuse to consider future building rental agreements.
11. All building rental agreements are for specific facilities and hours. It is the responsibility of the applicant to see that unauthorized portions of the properties are not used and the premises are vacated as scheduled. Failure to vacate the building at scheduled time may result in additional charges and/or loss of rental privileges.
12. The district has classified user groups under "Types of Rental." The liability insurance requirement for each user group is as follows:

a. Family/Patron Group – A signed Hold Harmless/Waiver of Liability and Indemnity Agreement.

b. Community Groups – A signed Hold Harmless/Waiver of Liability and Indemnity Agreement and Certificate of Insurance with a minimum limit of liability coverage of $500,000* per occurrence.

c. Non-Commercial Groups – A signed Hold Harmless/Waiver of Liability and Indemnity Agreement and Certificate of Insurance with a minimum limit of liability coverage of $500,000* per occurrence.

d. Commercial Groups – A signed Hold Harmless/Waiver of Liability and Indemnity Agreement and Certificate of Insurance with a minimum limit of liability coverage of $1,000,000* per occurrence.

e. Community Education – A signed Hold Harmless/Waiver of Liability and Indemnity Agreement.

f. Disaster and Emergency Use of District Facilities – None.

g. District Staff Members – None, providing such use is to promote and improve school programs.

***Please contact the District Office for a list of possible insurance carriers.**

Restrictions

The activity conducted in the building or on the grounds shall not be harmful or cause undue wear upon the property. The use of Blackfoot School District No. 55 facilities does not prevent the board of trustees from having free access to the leased facilities at all times.

Due to the personal business conducted and the nature of the building environment, the Blackfoot School District Office located at 270 East Bridge Street will not be included in the Building Rental Agreement Procedures. No outside commercial or non-commercial use of this facility will be allowed.

The school district will not rent buildings for "Tough Guy Contests" or rock concerts because of possible property damage and/or liability issues. The district will not rent to individuals or groups who do not disclose the purpose of the rental.

Types of Rental

The following types of rentals are outlined to ensure appropriate billing for the usage of facilities.

A. Family/Patron Groups – The use of school facilities by family/patron groups may be without charge for events such as family reunions. To guarantee availability, events at the Blackfoot High School must be scheduled with the Athletic Director or his/her designee.

   Family/Patron Groups will submit a signed Hold Harmless/Waiver of Liability and Indemnity Agreement to the building principal.

B. Community Groups – The use of school facilities by Board recognized and approved community groups **that are not for profit entities** may be without charge provided the following provisions are satisfied.

   a. Ensure proper adult supervision.

   b. School district equipment can only be made available under the direct supervision of a school

employee. A $20.00 per hour fee will be charged to the user for this service.

This category includes the following:

1. Charities, such as United Way, Red Cross, Cancer, Heart, and Diabetes Associations.
2. Civic groups, such as town councils, disaster and relief groups, civil defense, political units (water, park and cemetery districts, etc.), American Legion, Veterans Association, and League of Women Voters.
3. Educational groups such as universities, vocational colleges, extension services, Blackfoot Education Association, Blackfoot Education Foundation, and Blackfoot High School Alumni for class reunions.
4. Public service groups such as city/county recreation, youth leagues, Boy Scouts, Girl Scouts, Campfire Girls, and 4-H groups.
5. Other groups that may fit into this category may ask the Board for recognition and approval.
6. Community groups will submit a signed Hold Harmless/Waiver of Liability and Indemnity Agreement and Certificate of Insurance with a minimum coverage of $500,000 per occurrence.

C. Non-commercial Groups

Are those groups that:

1. Collect no funds and the use is for community benefits.
2. Funds are collected and the group is considered by the Internal Revenue Service (IRS) to be a charitable organization with tax-exempt status.
3. The funds collected do not accrue to any individual(s).

Non-Commercial Groups shall sign a Hold Harmless/Waiver of Liability and Indemnity Agreement. This will be submitted to the building principal along with associated rental fees prior to the event.

D. Commercial Groups

This category applies to for-profit organizations or individual(s). It is recognized the use fees under this category are profit-making for the district and shall be set a rate that is comparable to the average rent paid by commercial businesses in the community of Blackfoot. Also, commercial groups shall sign a Hold Harmless/Waiver of Liability and Indemnity Agreement. This will be submitted to building principal along with associated rental fees prior to the event.

E. Community Education

Individuals or groups that are approved and registered in the Community Education Program may use district facilities as prescribed by Community Education guidelines. Individuals or groups wishing to use buildings for private lessons fall under Community Education guidelines. (See fee schedule.)

Individuals or groups that have been approved for the Community Education Program will submit a signed Hold Harmless/Waiver of Liability and Indemnity Agreement prior to the event. The twenty percent (20%) fee is due no later than one (1) week after the Community Education class begins.

F. Disaster and Emergency Use of District Facilities

Being a public entity and organization, Blackfoot School District No. 55 will make its facilities available for shelter and other uses during times of emergency and disaster. Blackfoot School District No. 55 recognizes the nature and purpose of both Bingham County Disaster Services and American Red Cross and will cooperate in times of need.

G. Staff Use of Facilities

Staff use of facilities is authorized at no cost, providing such use is to promote and improve school programs. Such use must be reviewed and approved by the building principal.

H. Fee Schedule

FACILITY	NON-COMMERCIAL Patron	Non-Patron	COMMERCIAL
Elementary Schools			
Gym	$10/hour	$15/hour	$30/hour
Classrooms (each)	$5/hour	$10/hour	$20/hour
Lunchrooms			
No Kitchen	$10/hour	$15/hour	$30/hour
Kitchen	$20/hour*	$25/hour	$30/hour
Mountain View Middle School			
Gym	$15/hour	$25/hour	$50/hour
Classrooms (each)	$5/hour	$10/hour	$20/hour
Lunchrooms			
No Kitchen	$10/hour	$15/hour	$30/hour
Kitchen	$20/hour*	$25/hour	$30/hour
Blackfoot High School			
Gym	$15/hour	$25/hour	$50/hour
Classrooms (each)	$5/hour	$10/hour	$20/hour
Lunchrooms			
No Kitchen	$10/hour	$15/hour	$30/hour
Kitchen	$20/hour*	$25/hour	$30/hour
Football Stadium, Track,	$15/hour	$25/hour	$50/hour
Performing Arts Center	**Rental Guidelines for Performing Arts Center**		
ICCU Field House	$75 per hour		
Other Campus Areas	Administrator's discretion		
Technology Center **			
Video Conferencing	$75-$100 per hour (depending on Tech Support required)		
Computer Classroom	$50 per hour		
Classroom	$25 per hour		
Copies, Faxes	$0.10 per page		
Community Education	80/20 Split of Receipts -- 80 to Sponsor and 20 to District		

*This fee includes the kitchen supervisor/worker

****Patron cost is negotiable in collaboration with the Superintendent of Schools.**

BUILDING RENTAL AGREEMENT

School _____ Area _____

Date(s) of Use _____

Type of Group Requesting Usage:

☐ A. Family/Patron Group _____
Name of Group Person in Charge Phone Fee

☐ B. Community Group _____
Name of Group Person in Charge Phone Fee

☐ C. Non-Commercial Group _____
Name of Group Person in Charge Phone Fee

☐ D. Commercial Group _____
Name of Group Person in Charge Phone Fee

☐ E. Community Education _____
Name of Class Person in Charge Phone Fee

☐ F. Disaster/Emergency Use _____
Name of Entity Person in Charge Phone Fee

☐ G. Staff Use _____
Name of Activity Person in Charge Phone Fee

Usage Provisions: See Business procedures for Building Rental Guidelines.

Signature of Principal _____
Date

Signature of Responsible Person _____
Date

BLACKFOOT SCHOOL DISTRICT NO. 55
CONTRACT FOR USE OF BUILDINGS AND FACILITIES
HOLD HARMLESS /WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

READ THIS DOCUMENT CAREFULLY – BY SIGNING THIS AGREEMENT, YOU GIVE UP CERTAIN RIGHTS AND ASSUME CERTAIN RESPONSIBILITIES:

I, _____, acting for and on behalf of _____ _____, for and in consideration of the use of the facilities of Blackfoot School District No. 55, located at _____,
(building or facility)
do by this document agree, on behalf of myself and the organization which I represent, to indemnify and hold harmless any employee, officer, servant, or agent of the School District, including elected or appointed officials, and persons acting on behalf of the School District, whether with or without compensation, from any and all manner of action or actions, cause or causes of action, suits, injuries, or any claim or demands arising out of the use of any facility of Blackfoot School District No. 55.

THE UNDERSIGNED FURTHER AGREES:

1. To indemnify and hold harmless the School District, its agents, employees and assigns from all manner, action or actions, cause or causes of action, suits, injuries or any other claims or demands that may arise from any act or omission by an employee, agent, representative or any person acting for or on behalf of said School District concerning any claim, cause of action, suit, injury or demand arising out of the organization's use of the facilities of said school district.
2. To provide the School District with proof of insurance in the form of a Certificate of Insurance. The Certificate of Insurance must show a minimum limit of liability coverage of $500,000 per occurrence. The Certificate of Insurance must also evidence coverage and name the School District as an Additional Insured. A copy of the Certificate of Insurance must be attached to this agreement and submitted to the building principal fifteen (15) days prior to using or occupying the premises. The amount of insurance coverage per occurrence can be modified as determined appropriate by the board.
3. Neither the undersigned nor the organization which it represents shall be entitled to contribution or indemnification, or reimbursement for legal fees and/or expenses from the School District for any action, cause, suit, claims or demands brought against the organization arising out of the use of the facilities of the School District.
4. To immediately notify the School District of any conduct or circumstances which bring about injury to persons or tangible property, describing the injury or damage to tangible property, stating the time and place the injury or damage which occurred, and stating the names of all persons involved.
5. To reimburse the School District any and all damages or losses caused by the organization's use of the school facilities, and agrees to promptly pay for said damages. Prompt payment shall mean within thirty (30) days of completion of the event.
6. In the event the School District shall be required to initiate legal action to enforce any and all terms of this agreement, the undersigned, on behalf of its organization, agrees to reimburse the School District for all legal expenses and costs reasonably incurred.
7. This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
8. This agreement shall be governed by the laws of the state of Idaho.
9. In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this agreement.

This agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties to this agreement.

DATED this _____ day of _____, 20_____, at Blackfoot, Idaho.

_____
School Official Representing District No. 55

_____
Signature of Person Responsible

_____
Organization

The board of trustees adopts this policy in order to maintain a neutral and inclusive environment for all students and to ensure that flags and banners displayed on district property do not promote political, religious, or ideological viewpoints.

DEFINITIONS

The following terms apply to this policy:

"Banner" means a long, rectangular, or square piece of fabric, paper, or other material, often displayed in a vertical or horizontal manner, used to convey a message, symbol, emblem, or representation of an institution or a political, religious, or ideological expression, or used to announce or celebrate an event or achievement.

"Display" means to keep a flag or banner visible on school property beyond a brief curriculum-based educational purpose.

"Flag" means a piece of fabric or similar material, typically rectangular or square, attached to a pole or staff and used as a symbol, emblem, or representation of a country, state, tribe, institution, or any political, religious, or ideological expression.

PROHIBITION ON CERTAIN FLAGS AND BANNERS

No flags or banners that represent political, religious, or ideological views, including but not limited to political parties, race, gender, sexual orientation, or political ideologies, may be displayed on district property such as classrooms, hallways, entryways, or sports fields.

This policy does not apply to any of the following:

- Official flags or banners representing the United States;
- Official flags of any state in the United States;
- The official flag of the state of Idaho, or any county, municipality, public university or community college, school district, special district, or any other political subdivision or governmental instrumentality of or within the state;
- Official flags of the United States military;
- Official flags of Idaho Indian tribes;
- Official flags of recognized foreign nations with which the United States is not engaged in hostile action;
- Achievement flags or banners recognized by the Idaho State Department of Education;
- Flags or banners representing official school mascots and colors;
- Electronic displays within the school;
- Personal items such as pins or shirts worn by students that are consistent with the school's dress code; and

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- Displays in the school parking lot.

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LEGAL REFERENCE:

Idaho Code Sections

33-143 – Display of Flags and Banners on Public School Property

ADOPTED: July 24, 2025

AMENDED:

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The board of trustees believes that the safety and security of students, staff, and visitors are of the utmost importance. The board further recognizes the importance of being prepared for emergencies that may occur while school is in session, during school transportation, or while activities are occurring on school property. Such emergencies may include natural disasters or human-caused crises. The purpose of this policy is to set forth guidelines for the development of emergency and disaster preparedness plans for district schools.

EMERGENCY OPERATIONS PLANS REQUIRED

Building principals at all district schools are required to create and maintain an emergency operations plan that is approved by the board. Plans should address a variety of emergencies, including but not limited to: severe weather, bus crashes, bomb threats, student or staff deaths, chemical or hazardous materials spills, fire, school shootings, medical emergencies, acts of terror or war, and natural disasters such as earthquakes or floods. All plans shall be developed in coordination with school staff and local emergency response agencies and shall meet the guidelines adopted by the Idaho School Safety and Security Advisory Board. Such plans will be reviewed at least annually by each school and the board and updated as necessary. Approved plans will be made available to students, parents, community members and local emergency partners.

In addition to each school emergency operations plan, the district will develop and maintain a crisis management plan to act as a guide for district trustees, administration, staff, students, parents and community members. The crisis management plan will include procedures to be implemented at each school site in the event of an emergency. The superintendent or designee shall be responsible for directing the development of the crisis management plan, utilizing guidelines adopted by the Idaho School Safety and Security Advisory Board and input from local emergency response partners, trustees, students, parents, and community members. The crisis management plan will be approved by the board and distributed to all schools, local emergency response partners, parents and community members. The board will review the plan at least annually.

TRAINING

All district staff are required to receive initial and annual emergency operations training that provides instruction on how to conduct exercises to respond to emergencies. Such training will be in accordance with guidelines established by the Idaho School Safety and Security Advisory Board. Annual training will include the crisis management plan approved by the board.

Students will also be instructed on emergency operations procedures and may periodically practice the emergency procedures at their school.

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LEGAL REFERENCE:
Idaho Code Sections
33-512(16) – Governance of Schools (Safe Environment)

ADOPTED: July 24, 2025

AMENDED:

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SALE OF PERSONAL PROPERTY

The board, by deed, bill of sale, or other appropriate instrument, may convey all of the estate and interest of the district in any personal property. All personal property of the district must be sold for cash and title to such property will transfer to the purchaser simultaneous with payment.

The board will determine the estimated value of personal property through normal business practices, including, but not limited to, the use of an appraisal, if required, reference to valuation tables such as the NAPA blue book, or any other reasonable means.

PROPERTY VALUED AT LESS THAN $1,000

The board may sell personal property, with an estimated value of less than one thousand dollars ($1,000), without appraisal, by sealed bid or at public auction, provided that there has been a minimum of one (1) published advertisement prior to the sale of said property. If the estimated value of the property is less than five hundred dollars ($500) as determined by the board, the property may be disposed of in the most cost-effective and expedient manner by the superintendent or designee; provided, however, the employee notified the board prior to disposal of the property.

PROPERTY VALUED AT $1,000 OR MORE

The sale of personal property, with an estimated value of one thousand dollars ($1,000) or greater, will be appraised and sold at public auction or by sealed bids, at the discretion of the board, to the highest bidder. Notice of the sale, and conditions thereof, must be published twice, in accordance with Idaho Code Section 33-402(g) and (h).

The board may accept the highest bid, may reject any bid, or reject all bids. If the property was donated to the district the board may, within a period of one (1) year from the time of the appraisal, sell the property without additional advertising or bidding. Otherwise, the board must obtain new appraisals and again publish notice for bids, as before. If, thereafter, no satisfactory bid is made and received, the board may proceed under its own direction to sell and convey the property. In no case will any real property of the district be sold for less than its appraisal.

EXCHANGE OF PERSONAL PROPERTY

The board may exchange the district's personal property for other property. Prior to any transfer or conveyance, the value of the personal property will be established by an appraisal conducted by a State of Idaho certified appraiser. The board will retain the appraiser and will document the appraisal results in the board's records.

The board may, by a vote of one-half (1/2) plus one (1) of the members of the full board, by resolution duly adopted, authorize the transfer or conveyance of any personal property owned by

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the district to the government of the United States, State of Idaho, or any city, county, hospital district, other school district, library district, community college district, or recreational district, with or without any consideration accruing to the district, when in the judgment of the board it is in the interest of the district that said transfer or conveyance be made.

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 five thousand dollars ($5,000).

The board will follow the procedures set forth in the Purchasing policy set forth in SECTION 800: BUSINESS PROCEDURES of the manual when acquiring, purchasing, or repairing any equipment or other personal property necessary for the operation of the district.

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LEGAL REFERENCE:
Idaho Code Sections
33-601(4)
33-402(g) and (h)

ADOPTED: July 23, 1998

AMENDED: October 28, 2004
February 22, 2007
December 16, 2010

REVIEWED: October 15, 2015

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The board of trustees of Blackfoot School District No. 55 may designate and purchase any real property necessary for school purposes or in the operation of the district, or remove any building, or dispose of any real property. Not more than one (1) year prior to the purchase or disposal of real property, or the transfer of real property to another governmental entity, the board will have the value of such property determined by an appraisal conducted by an appraiser certified in the state of Idaho and will place the results of the appraisal in the board's records.

SELECTION OF PROPERTY SITES

The board will determine the size of the site necessary for school purposes. All preliminary discussions concerning site acquisitions, and appraisals of real property prior to its sale, acquisition or lease by the district may be conducted in executive sessions of the board.

The site will be located within the incorporated limits of any city within the district; provided, however, that if the board finds that it is not in the best interests of the electors and students of the district to locate the site within the incorporated limits of a city, the board, by duly adopted resolution setting forth the reasons for its findings, may designate a site located elsewhere within the district.

SALE OF REAL PROPERTY

The board, by deed, bill of sale, or other appropriate instrument, may convey all of the estate and interest of the district in any real property. In elementary school districts, such transactions will be subject to the approval of two-thirds (2/3) or more of the electors voting at the annual meeting.

The property may be sold at public auction or by sealed bids, as the board determines, to the highest bidder. The property may be sold for cash or for such terms and conditions as the board will determine for a period not exceeding ten (10) years, with the annual rate of interest on all deferred payments not less than seven percent (7%) per annum.

The title to all property sold on contract will be retained in the name of this district until full payment has been made by the purchaser, and title to all property sold under a note and mortgage or deed of trust will 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 will determine.

Notice of the time and the conditions of such sale will be published two (2) times, and proof thereof made, in accordance with Idaho Code §33-402(2) and (3). However, when the appraised value of the property is less than one thousand dollars ($1,000), one (1) single notice by publication will be sufficient and the property will be sold by sealed bids or at public auction.

The board may accept the highest bid, may reject any bid, or reject all bids. If the real property was donated to the district the board may, within a period of one (1) year from the time of the appraisal, sell the property without additional advertising or bidding. Otherwise, the board must obtain new appraisals and again publish notice for bids, as before. During the sealed bid or public

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auction process, no real property of the district 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.

EXCHANGE OF REAL PROPERTY

The district's real property may be exchanged for other property.

CONVEYANCE, TRANSFER OR EXCHANGE TO/FROM GOVERNMENTAL AGENCIES

The board will, by a vote of one-half (1/2) plus one (1) of the members of the full board, by resolution duly adopted, authorize the transfer or conveyance of any real or personal property owned by the district to another governmental agency, the United States, State of Idaho, or any city, county, hospital district, school district, the Idaho housing and finance association, public charter school, library district, community college district, or recreational district. The board and the other governmental agency shall enter into a written agreement, setting forth the terms of the conveyance or transfer. The district's conveyance or transfer of real property to another governmental agency may be made without consideration or payment when the board determines such conveyance is in the best interest of the district.

For conveyances or transfers of real or personal property with a value of ten thousand dollars ($10,000) or less, the property may be conveyed or transferred without notice and a hearing. For conveyances or transfers of real property with a value in excess of ten thousand dollars ($10,000), notice of the general terms of the agreement will be given by publication in at least two (2) issues in a newspaper printed or of general circulation in the county or counties in which the district and the other governmental agency are located and having general circulation within such county or counties. The notice will state the time and place of the next regular or special meeting of the board of trustees of the district and the board of the other governmental agency at which the respective boards propose to ratify the agreement. The first publication will be made not less than twelve (12) days prior to each meeting and the last publication of notice will be made not less than five (5) days prior to each meeting.

No agreement entered into for or exchange of real property between the district and another governmental agency shall be valid unless the agreement is approved by a two-thirds (2/3) vote of the board at a properly noticed meeting.

EASEMENTS

The board may also convey rights-of-way and easements for highway, public utility, and other purposes over, upon, or across any school property. When necessary for the use of such property for any such purpose, the board may authorize the removal of school buildings to such new location, or locations, and such removal will be made at no cost or expense to the district.

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EMINENT DOMAIN

The board may also exercise the right of eminent domain for any of the uses and purposes provided in Idaho Code §7-701.

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LEGAL REFERENCE:

Idaho Code Sections
- 7-701, *et seq.* – Eminent Domain
- 33-402 – Notice Requirements
- 33-601 – Real and Personal Property – Acquisition, Use or Disposal of Same
- 67-2322 – Transfer of Property by Local Unit of Government to Other Government Body Authorized
- 67-2323 – Written Agreement Before Transfer – Publication of Notice
- 67-2324 – Two-Thirds Vote Required for Approval
- 74-107(3) – Records Exempt from Disclosure (Appraisals)
- 74-206(1)(c) and (d) – Executive Sessions – When Authorized

ADOPTED: July 23, 1998

AMENDED: February 24, 2000
October 28, 2004
October 15, 2015
April 28, 2022

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This policy sets forth the procedure for annexing territory that currently forms part of another school district, but is not contiguous to its present school district. Either the board or one-fourth (1/4) or more of the school district electors may petition the state board of education in writing for annexation of property that meets these criteria:

1. The territory must be not more than fifty (50) square miles;

2. The territory must contain no schoolhouse or facility necessary for the operation of a school district;

3. The territory must be contiguous to the district petitioning for annexation.

PETITION REQUIREMENTS

One copy of the petition to annex territory will be sent to (1) the board of trustees of the district from which the area is proposed to be excised, and (2) the board of trustees of the district to which the area is proposed to be annexed. The petition will contain the following:

1. The names and addresses of the petitioners;

2. A legal description of the area proposed to be excised from one district and annexed to another contiguous district**,** prepared by a licensed attorney, licensed professional land surveyor, or licensed professional engineer professionally-trained and experienced in legal descriptions and real property;

3. Maps showing the boundaries of the districts as they presently appear and as they would appear should the excision and annexation be approved;

4. The names of the school districts from and to which the area is proposed to be excised and annexed;

5. A description of reasons for which the petition is being submitted; and

6. An estimate of the number of children residing in the area described in the petition.

The board of trustees of each school district will submit the petition, with recommendations, to the state board of education no later than ten (10) days after its first regular meeting held subsequent to receipt of the petition.

STATE BOARD OF EDUCATION REVIEW

Approval or disapproval of the petition will be made in writing to each school district named in the petition. The state board of education will approve the petition, provided:

1. The excision and annexation is in the best interests of the children residing in the area described in the petition; and

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The excision of the territory, as proposed, would not leave a school district with a bonded debt in excess of the limit then prescribed by law.

ELECTION TO ACCEPT TO REJECT ANNEXATION

If the state board of education approves the proposal for annexation, the proposal will be submitted to the qualified electors of a school district residing in the area described in the petition within sixty (60) days. The phrase "qualified electors" means only those individuals who both reside in the area to be excised and annexed, as described in the petition, and are eligible to vote in a school district's bond elections. The election will be held in a manner provided in Idaho Code Section 33-401, *et seq*.

Qualified electors will be asked to vote on the following two issues:

1. The question of whether the area described in the petition shall be excised from school district number ( ) and annexed to contiguous school district number ( ); and

2. The question of assumption of the appropriate proportion of any bonded debt, and the interest thereon, of the proposed annexing school.

The proposal will pass and be approved if a majority of qualified electors who vote in the election vote in favor of excision and annexation, and if two-thirds (2/3) of the qualified electors who vote in the election approve the assumption of bonded debt and interest.

If the proposal is approved in the manner described above, the state board of education will make an appropriate order for the boundaries of the affected school districts to be altered, and the legal descriptions of the school districts will be corrected.

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LEGAL REFERENCE:
Idaho Code Sections 33-308; 33-401, *et seq.*
Article VIII, Section 3, Idaho Constitution

ADOPTED: July 23, 1998

AMENDED: October 28, 2004
February 22, 2007

REVIEWED: October 15, 2015

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This district may enter into contracts with any city located within the boundaries of the school district for the joint purchase, construction, development, maintenance and equipping of playgrounds, ball parks, swimming pools, and other recreational facilities upon property owned either by the school district or the city.

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LEGAL REFERENCE:
Idaho Code Section 33-601(5)

ADOPTED: July 23, 1998

REVIEWED: October 15, 2015

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When considered advantageous, and upon recommendation of the superintendent of schools and the building and grounds director, the district may enter into maintenance or service contracts covering such areas as heat control systems, computer systems, office machines, parking lots, lawns (spraying), lifts and elevators.

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LEGAL REFERENCE:
Idaho Code Section 33-506

ADOPTED: July 23, 1998

AMENDED: October 15, 2015

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The buildings and grounds owned by the district are to be used only for educational purposes or other public purposes as approved by the board or its authorized representatives.

TRESPASS BY PERSONS

Any person who comes onto district property and who disrupts the educational processes, or whose presence is detrimental to the morals, health, safety, academic learning, or discipline of the students, or who loiters may be removed. The superintendent or designee is authorized to temporarily or permanently prohibit persons who disrupt the educational process from access to school property or school-sponsored events, or to place conditions on such person's access to school property or school-sponsored events. Any person who violates this policy or any trespass order issued by the superintendent or designee will be prosecuted to the full extent of the law.

All school visitors must report immediately to the school's administrative office prior to proceeding to any classroom or activity. Unauthorized persons will not be permitted in school buildings or on school grounds. School principals are authorized to take appropriate action to prevent unauthorized persons from entering district grounds or buildings.

ADVERTISING OR PROMOTION AS TRESPASS

The board does not authorize any person or entity to place political, promotional, or sales signs, posters, or other materials on district property without express written permission. The superintendent or designee is authorized to report any person or entity responsible for placing unauthorized advertising, sales, or political materials on district property to the prosecuting attorney.

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LEGAL REFERENCE:

Idaho Code Sections:

18-7029 – Placing Posters or Promotional Material on Public or Private Property Without Permission

33-512(11) – Governance of Schools

CROSS-REFERENCE:

Advertising and Distributing Materials in the Schools #1044

ADOPTED: July 23, 1998

AMENDED: November 21, 2024

REVIEWED: October 15, 2015
December 16, 2021
July 24, 2025

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The board of trustees of Blackfoot School District No. 55 authorizes the use of electronic surveillance on school premises to ensure the health, safety, and well-being of all staff, students, and visitors, and to safeguard district facilities and property. Electronic surveillance may be used in common areas as determined to be appropriate by the superintendent or designee.

DEFINITIONS

For the purposes of this policy, the following definitions apply:

"Common area" means any area within the school district that is not being used for instructional study or where there is no reasonable expectation of privacy, including but not limited to; hallways, auditoriums, cafeterias, libraries, gymnasiums, entrances, parking areas, and school transportation.

"District property" means any property owned or operated by the district including inside any district building or on district grounds and vehicles.

"Electronic surveillance" means video/digital components of multi-media surveillance systems, including but not limited to, cameras, recording units, tapes, CD/DVDs, camera phones, tablets, etc. All electronic surveillance shall be limited to video without recording sound so as to prevent any violation of Idaho wiretapping statutes.

NOTICE

This policy will serve as notice to staff and students that video surveillance may occur on school premises. Additional notice of the existence of electronic surveillance cameras may be posted at the entrance to any school building where such electronic surveillance may be in use. The building principal may notify students, staff and visitors at the beginning of each school year that the District will be monitored by electronic surveillance in accordance with this policy.

USE OF ELECTRONIC SURVEILLANCE

Electronic surveillance may be used to determine if staff, students, or visitors have violated board policies, administrative directives, building rules, or laws. Staff, students, or visitors may be subject to disciplinary action and/or referred to law enforcement regarding conduct captured by electronic surveillance.

The superintendent or designee is authorized to determine the frequency that electronic surveillance will be reviewed as well as the placement and focus point of all cameras.

Surveillance cameras will not be placed in a classroom and used as part of a teacher evaluation without prior consent. In the event electronic surveillance is utilized in common areas where no expectation of privacy exists, such electronic surveillance may be used as part of an evaluation or discipline when appropriate.

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D03/15/08-M08/28/08-M04/01/15-M07/28/15-M07/05/16-M02/23/24

EDUCATIONAL AND PERSONNEL RECORDS

Electronic surveillance video recordings in common areas made for the purpose of maintaining the physical security and safety of the school and where no expectation of privacy exists shall not be part of a student's educational record or a staff member's personnel record, except where necessary to document violation of district policies, student or personnel handbooks, or other procedures.

DISCLOSURE OF ELECTRONIC SURVEILLANCE VIDEO

The disclosure of student educational records is governed by the Family Educational Rights and Privacy Act (FERPA) and Policy No. 681, Student Records. Employee records are confidential pursuant to Idaho Code §33-518, and Policy No. 411, Personnel Files. All electronic surveillance is a public record as defined in the Idaho Public Records Act and may be subject to public disclosure, subject to any applicable exemption, for the duration that it is maintained. The district reserves the right to edit, including concealing identities, any electronic surveillance recordings to comply with applicable state and federal law prior to any release or disclosure.

RETENTION

Electronic surveillance video will be retained until the video is overwritten by the current surveillance system. All video shall be disposed of in a secure manner. The district shall have no duty to retain electronic surveillance video longer than this retention period, unless a public record request is received. The superintendent or the designated district records custodian will be responsible to review a sample of electronic surveillance on a periodic basis.

Only the superintendent, principal, or individuals authorized by the superintendent or principal will have access to electronic surveillance video. All electronic surveillance video will comply with state and federal law, including Policy No. 681.50, Protection of Student Data.

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LEGAL REFERENCE:
Idaho Code Sections
33-133 – Definitions – Student Data – Use and Limitations - Penalties
33-518 – Employee Personnel Files
20 U.S.C. §1232g – Family Educational Rights and Privacy Act of 1974 (FERPA)

ADOPTED: November 16, 2006

AMENDED: October 15, 2015
November 17, 2016
December 16, 2021
April 18, 2024

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Blackfoot School District No. 55 provides its students and staff access to a multitude of technology resources to enhance learning, as the board recognizes the importance of providing positive, productive educational experiences through the district's Internet, computer, and network services (hereinafter, "technology resources"). However, the privilege of access to the district's technology resources also comes with the responsibility of students, teachers, staff and the public to exercise appropriate use of these resources. District policies are intended to promote the most effective, safe, productive, and instructionally sound uses of technology resources. District technology resources are to be used primarily for professional and/or educational purposes and are not a public forum for general use.

EXPECTATIONS AND PROHIBITIONS

The district uses its information and technology resources in safe, legal, and responsible ways. Responsible use of the district's technology resources is expected to be ethical, respectful, academically honest, and supportive of the district's mission. Each computer user has the responsibility to respect every other person in our community and on the Internet. Digital storage and electronic devices used for school purposes will be treated as extensions of the physical school space. Administrators or their designees may review files and communications (including electronic mail and social media) to ensure that users are using the district's technology resources in accordance with district policies. Users should not expect that files stored on servers, discs, or the cloud will be private. Users should also understand that school servers regularly record Internet activity in log files.

Users are expected to abide by the law and generally accepted rules of network etiquette. The following guidelines and prohibitions are intended to clarify expectations for conduct, but they should not be construed as all-inclusive.

1. Transmission of any material in violation of any local, state, or federal law is strictly prohibited. This includes, but is not limited to sending, receiving, viewing or downloading materials that are: deemed to be harmful to minors, as defined by Idaho Code §18-1514; copyrighted; streamed; licensed or proprietary; information that includes any personally identifiable information about students or employees; defamatory or discriminatory; threats; or threatening or obscene. This also includes any activity that involves the sale, purchase, or promotion of illegal items or substances.
2. Intentional or unintentional use of technology resources to access or process proxy sites, pornographic material, explicit text or files, or files dangerous to the integrity of the network is strictly prohibited.
3. Software and/or services may only be installed or downloaded on school devices if they are consistent with educational use and approved by the district.
4. Use of district technology resources for commercial activities, product advertisement, religious activities, or political lobbying is prohibited.
5. It is a violation of this policy to use district technology resources to gain unauthorized access to district networks, servers and other technology resources or to other network systems through hacking or other illegal activities. Users may be held personally and

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financially responsible for malicious or intentional damage done to network software, data, user accounts, hardware, and/or unauthorized costs incurred. All users are required to use reasonable care to protect passwords and to otherwise ensure that district technology resources are not used to breach system security.

6. Files stored on district-managed networks are the property of the district and, as such, may be inspected at any time and should not be considered private.
7. Materials published for electronic publication must be for educational purposes. School administrators, teachers, and staff may monitor these materials to ensure compliance with content standards.
8. Use of electronic devices in school, regardless of ownership, should be consistent with the district's educational objectives, mission and curriculum.
9. Students may use district-provided equipment (e.g., laptops, tablets, or Chromebooks) only in accordance with Policy 694 – District-Provided Mobile Computing Devices. Students may use cell phones and other personal communication devices only in accordance with Policy 518 – Student Use of Personal Communication Devices. Improper use or care of district-provided equipment or technology resources is a violation of district policy and may be grounds for discipline as provided by district policy. Improper use or care of district-provided technology includes, but is not limited to: engaging in spamming; attempting to damage district technology, files, or data; alteration of configured equipment, including the addition of unauthorized passwords and user accounts; installing, uploading or downloading unauthorized programs; copying district software for personal use; or using district technology for personal business, unapproved fundraising, or personal advertising.
10. Users will not use district technology resources, including electronic mail, to engage in bullying or cyberbullying in violation of the district's bullying and harassment policies. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.
11. The district respects the right of employees and students to responsibly use social media and networking sites, message boards and forums, as well as personal websites and blogs. Personal use of these sites should not damage the reputation of the district, its employees, students, or their families, and should be consistent with the district's educational objectives, mission, and curriculum.

ACCESS TO DISTRICT TECHNOLOGY

Access to district technology resources will be provided to employees and students in an expedient manner following employment by or enrollment in the district and signature of the Acceptable Use Agreement (see Policy 942F1). The agreement outlines district expectations regarding technology use. This agreement may be modified by the district as necessary at any time. The district will make the final determination as to what constitutes unacceptable use and its decision is final. The agreement is provided so that users are aware of the responsibilities they acquire. No individual shall access district technology resources without all required agreement signatures.

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INFORMATION CONTENT AND USES OF THE SYSTEM

Commercial uses of district technology by staff or students are strictly prohibited. Users shall not sell or offer for sale any goods or services that could be construed as a commercial enterprise. The district may choose to provide means for staff to offer goods for sale on a non-enterprise basis. Any form of gambling is prohibited. The technology is to be used primarily for professional and/or educational benefit.

PRIVACY

Use of the district's technology resources is a privilege and not a right. Access has not been established as a public access service or a public forum. The district reserves the right to monitor, inspect, copy, review, delete, and/or store at any time and without prior notice any and all results of usage of the Internet, computers, network resources, and any and all information transmitted or received in connection with such usage. This includes the right at any time to investigate and review the contents of employee e-mail files and other files created or saved to the district's network or computers. School district employees should be aware that data and other materials in files created, stored, sent, received, displayed, or maintained in district computers, including personal files, may be subject to review, disclosure or discovery under the Idaho Public Records Act (Idaho Code §§74-101 et seq.). All such information will be and remains the property of the district and users have no expectation of privacy regarding such materials. The district has the right to place restrictions on the use of the district's Internet, computers, and network resources and may also deny access to staff and students who violate related policies and procedures.

Posting of Personally Identifiable Information

Users of district technology resources will not use the system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including but not limited to, address, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without the permission of the person who sent the message.

The limitation on posting of personally identifiable information set forth in this policy does not prohibit the posting of employee contact information on school websites or communication between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).

Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post contact information about students unless:

1. Such information is classified by the district as directory information as defined by the district in accordance with the Family Educational Rights and Privacy Act ("FERPA")

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and verification is made that the district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information; or

2. Such information is not classified by the district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings in accordance with applicable district policies and procedures.

The prohibitions set forth herein specifically prohibit a user from utilizing the district's technology resources to post personal information about a user or another individual on social networks including but not limited to, Facebook, Snapchat, Twitter (X), TikTok, Instagram, Reddit, and similar websites or applications.

EMPLOYEE RESPONSIBILITIES

Employees are responsible for safeguarding the district's equipment while in the employee's possession and/or responsibility. Employees shall immediately (within 24 hours) report to his/her supervisor if the equipment is lost or stolen. Employees are prohibited from allowing any third party to use district-owned or leased equipment.

Employees must use district technology in a professional, legal, and responsible manner. Use of district technology for personal business must be kept to a minimum and must conform to district policies and procedures and state and federal laws and regulations. In accordance with Idaho law, employees are prohibited from downloading or using the TikTok application or visiting the TikTok website on any network owned, operated, or otherwise used by the district, including district-issued cell phones, computers and other devices capable of Internet connectivity.

When acting within the capacity of a district employee, communication from any location and using any type of equipment, owned by the district or otherwise, must reflect professional integrity and responsibility and not have an adverse effect on students or on the performance of an employee's duties for the district. Employees are required to immediately report any violations of this policy to their principal or immediate supervisor.

All district-owned or leased equipment provided to employees shall be immediately returned to the employee's supervisor upon request or upon termination of the employee's employment relationship with the district.

Employee Email

All employees are assigned a district email account, which should be used for all official business. Employees must use their district email account when acting in the capacity of a school district employee and when corresponding with parents or students. Employees may not use their district-

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assigned email address for communications on social media networks without prior district approval.

Employee Communications with Students

The board recognizes that there are occasions when school district employees may have a legitimate educational need to communicate with a student outside of school hours. Any communication between a district employee and a student via telecommunications, text messages, e-mails, and/or any other medium must have an educational purpose and be professional in content and tone. Employees who engage in such communications with students are expected to act as representatives of the district. Any communications with students may be subject to review by the district. Employees will not make any statements or forward information that could reasonably be believed to violate this policy, other district policies, or state or federal law. At the discretion of the superintendent or designee, employees may be required to copy all such communications to students to the building administrator or designee.

If an employee receives any communication from a student that is inappropriate or creates concerns, the employee is obligated to report such communication to the building administrator or designee.

INTERNET SAFETY FOR STUDENTS

With respect to any of its computers with wireless Internet access, the district will utilize filtering software or other technologies to (1) prohibit and prevent the use of school computers and other district owned technology-related services from sending, receiving, viewing, or downloading materials that are obscene, contain child pornography, or are deemed harmful to minors as defined in Idaho Code §18-1514 or 47 U.S.C. §254(h); or (2) filter or block internet access to obscene materials, materials harmful to minors, and materials that depict the sexual exploitation of a minor as defined in Idaho Code §18-1507. The district will also monitor the online activities of students through direct observation and/or technological means, to ensure that students are not accessing such depictions or any other material that is inappropriate for minors.

The district's filtering solution will include the ability:

1. For the district to manage its own filtering policies, including the decision to block specific categories of content and to maintain its own whitelist and blacklist overrides;
2. To provide the district utilization and filtering reports, including the most frequently visited websites, the most frequently visited categories, the most frequently blocked websites, the most frequently used search terms, and the top authenticated users;
3. To audit all changes to content filtering; and
4. For all reporting and management of content filtering to be available through any internet-connected browser and efficiently perform all content filtering functions.

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Internet filtering software or other technology-based protection systems may be disabled by a supervising teacher or school administrator, as necessary, for purposes of bona fide research or other education projects being conducted by students age 17 and older.

The district's instructional program will include a component on Internet safety for students and appropriate online behavior, including interacting with other individuals on social networking sites and in chat rooms or on instant messaging platforms, and cyberbullying awareness and response.

In accordance with Idaho Code §33-132, the district will require that every vendor, person, or entity providing digital or online library resources to the district for use by students to verify that they have safety policies and technology protection measures that:

1. Prohibit and prevent a user from sending, receiving, viewing, or downloading materials that are deemed to be harmful to minors as defined in Idaho Code §18-1514; and
2. Filter or block access to obscene materials, materials harmful to minors, and materials that depict the sexual exploitation of minors as defined in chapter 15, title 18, Idaho Code.

Notwithstanding any contract provision to the contrary, the district may withhold further payments, if any, to any provider of digital or online library resources if the provider fails to comply with the requirements of this policy.

CREATION AND USE OF DISTRICT SOCIAL MEDIA SITES

District social media sites exist for school district employees to promote events, student success stories, clubs, athletics, and other programs related to the education of students. Employees may create social media sites in accordance with this policy and procedures approved by the superintendent or designee. All district social media sites should be used to support the district's educational mission.

Once a social media site is approved in accordance with applicable procedures, it is the responsibility of all users to carefully consider their behavior and what they place online when communicating with or "friending" any individual. Users are responsible for complying with all district policies and procedures related to use of school district technology resources and applicable state and federal laws. Users may not disrupt the learning environment, educational programs, school activities or the rights of others. District administration is authorized to access and monitor all school district social media sites and postings made to district social media sites using district servers, computers, networks, and related technology under the direction of the superintendent or designees, law enforcement, or a court order, subpoena, or other legal action or authority.

The district's authority to inspect, review, or retain electronic communication created, sent, displayed or received using the district's technology resources applies no matter where the use occurs, whether brought onto school district property, at district events, connected to a district network, or when using mobile computing equipment and telecommunications facilitated in protected and unprotected areas or environments directly from home or indirectly through another social media or Internet service provider, as well as by other means. All actions must be conducted

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in accordance with local, state, and federal law, assist in the protection of district resources, insure compliance with district policies and procedures, and social media and Internet service provider terms and conditions.

CONSEQUENCES FOR INAPPROPRIATE USE

All users must fully comply with this policy and the Acceptable Use Agreement and are expected to immediately report any violations or suspicious activities to the building principal or designee. Any action that violates district policy or procedures or is determined by an administrator to constitute an inappropriate use of district technology resources or social media sites or otherwise violates the Acceptable Use Agreement is strictly prohibited. Failure to comply with this policy or the Acceptable Use Agreement may result in usage restrictions, loss of access privileges, and/or disciplinary action up to and including termination of employment, recommendation for student expulsion, and/or other legal action. The superintendent or designee may also report the violation to law enforcement where appropriate.

Users are responsible for damages to the equipment, systems, and software resulting from deliberate or willful acts.

WARRANTIES, LIMITATION OF LIABILITY AND INDEMNIFICATION

The district makes no warranties of any kind, express or implied, with respect to its provision of access to and use of its computer networks and the Internet provided under this policy. Use of the district's system is at the user's own risk and is provided on an "as is, as available" basis. The district will not be responsible for any damages users may suffer, including but not limited to, loss, damage, or unavailability of data stored on district diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause.

The district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the district's system. The district will not be responsible for financial obligations arising through unauthorized use of the district's system or Internet, and any user is fully responsible to the district and shall indemnify and hold the district, its trustees, administrators, teachers and staff harmless from any and all loss, costs, claims, or damages resulting from such user's access to its computer networks or the Internet, including but not limited to any fees or charges incurred through purchases of goods or services by the user and attorney fees.

The user or, if the user is a minor, the user's parents/guardians, agree to cooperate with the district in the event the district initiates an investigation of a user's use of their access to its computer network and the Internet.

IMPLEMENTATION, NOTICE AND POLICY REVIEW

The superintendent or designee may develop appropriate forms, guidelines, and procedures necessary to implement this policy. The district will inform staff, students, parents/guardians and

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other users about this policy through posting on the district website and by other appropriate methods. A copy of this policy will be available for review at the district office. The district will also file this policy with the state superintendent of public instruction every five (5) years after initial submission and subsequent to any amendments to this policy thereafter.

By accessing the district's Internet, computers and network resources, users acknowledge awareness of the provisions of this policy and awareness that the district uses monitoring systems to monitor and detect inappropriate use.

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LEGAL REFERENCE:

Idaho Code Sections
- 18-1507 – Definitions – Sexual Exploitation of a Child – Penalties
- 18-1514(6) – Obscene Materials – Definition (Harmful to Minors)
- 18-2201 – Computer Crime – Definitions
- 18-2202 – Computer Crime
- 18-6726 – TikTok Use by State Employees on a State-Issued Device Prohibited
- 33-132 – Local School Boards – Internet Filtering Required
- 33-506(1) – Organization and Government of Board of Trustees
- 33-512 – Governance of Schools
- 74-101 *et seq*. – Idaho Public Records Act

U.S. Code Sections
- 20 U.S.C. §9134(f) – State Plans – Internet Safety (Libraries)
- 20 U.S.C. §7131 – Internet Safety
- 47 U.S.C. §254(h) – Universal Service (Telecommunications Services for Certain Providers)

CROSS-REFERENCE:

442 – Code of Ethics for Certificated Employees
518 – Electronic Communication Devices
694 – District-Provided Mobile Computing Devices
962 – Use of District Trademarks, Service Marks and Social Media

ADOPTED: October 25, 2023

AMENDED: July 24, 2025

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Blackfoot School District No. 55
Internet, Computer and Network Service User Agreement

Blackfoot School District No. 55 recognizes the importance of providing positive, productive educational experiences through the district's Internet, computer, and network services. To promote this objective and protect its staff and students, each user must agree to abide by the terms and provisions as set forth in Policy No. 942, Acceptable Use of Internet, Computer and Network Resources and Policy 943, AI Tools Acceptable Use.

By signing this agreement, the user takes full responsibility for usage and agrees to indemnify and hold the school, the school district, or internet service provider (ISP) harmless from any and all loss, costs, claims, or damages resulting from user access to its Internet, computer, and network resources, or approved AI tools, including but not limited to any fees or charges incurred through purchases of goods or services by the user. Further, the user is responsible for damages to the district's equipment, systems, and software resulting from deliberate or willful acts.

The district makes no warranties of any kind, either express or implied, in connection with its provision of access to and use of its Internet, computer, and network resources, or to use of AI tools.

I am aware that the district uses monitoring systems to monitor and detect inappropriate use. I agree to cooperate with the school in the event of an investigation into a user's use or access of the district's Internet, computer, and network resources, or AI tools.

I understand that failure to comply with the policy or inappropriate use of the district's Internet, computers, or network resources, or AI tools, may result in usage restrictions, loss of access privileges, and/or disciplinary action up to and including student expulsion or recommendation for employee termination. The superintendent or designee may also report the violation to law enforcement where appropriate.

_____ _____
Student/Employee Signature Date

_____
Student's/Employee's Printed Name

_____ _____
Parent/Guardian Signature (if applicable) Date

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The board of trustees recognizes the potential of artificial intelligence (AI) technologies to enhance the educational environment. The board also recognizes the potential for abuse in such technologies by students and staff. The board is committed to facilitating responsible and effective use of AI tools within district schools. This policy is intended to be a companion to policy 942 – Acceptable Use of Internet, Computer and Network Resources (Acceptable Use Policy) and outlines guidelines and expectations for the use of AI within district schools. The objective of this policy is to ensure that all tools used to support learning, teaching, and administration are aligned with the district's educational philosophy and goals.

DEFINITIONS

"Artificial Intelligence" or "AI" means computer systems or software that perform tasks requiring human intelligence, including but not limited to learning, decision-making, and language processing.

"Generative AI" means AI technologies that can generate new content, including text, images, audio, and video, based on their training data.

GUIDELINES FOR USE

The superintendent or designee is authorized to approve AI tools for use in district schools. Access to approved AI tools is granted to students and staff for educational and instructional purposes only. All users of approved AI tools, including generative AI, must comply with the following guidelines for use of AI:

1. Users must not employ AI tools to conduct or support cheating, plagiarism, or any academic dishonesty. Students and staff should not copy from any source, including generative AI, without prior approval and adequate documentation. Students are prohibited from submitting AI-generated work as their original work. Teachers should incorporate proper citation or acknowledgement of the use of AI into instruction where appropriate.
2. Users must not employ AI tools to automate decision-making without human oversight. Teachers and other staff will be held accountable for pedagogical or decision-making processes, such as grading of assignments, providing feedback and evaluation of student work. The core practices of teaching, mentoring, assessing and inspiring learners will remain the teacher's responsibility in the classroom.
3. Teachers are responsible for clarifying for students if, when and how AI tools will be used in their classes. Teachers and students are expected to review outputs generated by AI before use.
4. Generative AI content that is inappropriate, offensive, or harmful is strictly prohibited.
5. Using AI tools to manipulate media to impersonate others for bullying, harassment, or any form of intimidation is strictly prohibited.
6. If an assignment permits the use of AI tools, the tools will be made available to all students.

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PRIVACY, SECURITY AND DATA PROTECTION

Users of approved AI tools must be aware of data privacy concerns with AI tools, especially regarding the handling of personal and sensitive information. Personally identifiable, confidential, and/or sensitive information should never be shared with an AI tool unless such sharing has specifically been approved by the superintendent or designee. All approved AI tools must comply with the Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA), and Idaho Code §33-133. The district ensures that AI tools employed have robust security measures to protect user data from unauthorized access. Users are expected to be aware of and comply with the terms and conditions of all AI tools, specifically with respect to age requirements. Users are responsible for securing their accounts and personal information when using AI tools.

MONITORING AND ENFORCEMENT

The district reserves the right to monitor the use of AI tools to ensure compliance with this policy. This may include real-time monitoring of network activity and/or maintaining a log of Internet activity for later review. There is no right to privacy on the district's network or devices. All users should operate under the assumption that all online activity, including digital communications and interactions with AI tools, will be visible to the district's system administrators. Violations of this policy may result in disciplinary action, including but not limited to suspension of access to technology resources, disciplinary measures as per district policies, up to and including expulsion of students and discharge of employees, as well as notification of parents/guardians and appropriate law enforcement agencies, where appropriate.

REVIEW AND MODIFICATION

This policy will be reviewed regularly to adapt to new challenges and opportunities presented by AI technologies. Feedback from teachers, students, parents, and the community may be solicited during any review process.

ACKNOWLEDGEMENT

All users of district technology resources are required to acknowledge that they have read, understood, and agree to abide by this policy and the district's Acceptable Use Policy.

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LEGAL REFERENCE:
Idaho Code Sections
33-132 – Local School Boards; Internet Use Policy Required
33-133 – Definitions; Student Data; Use and Limitations; Penalties
33-512 – Governance of Schools
20 U.S.C. §1232g; 34 CFR Part 99 – FERPA
20 U.S.C. §1232h; 34 CFR Part 98 – Protection of Pupil Rights Amendment
47 U.S.C. §231; 34 CFR Part 312 – COPPA

CROSS-REFERENCE:
454 – Discharge of Certificated Employees
540 – Maintenance of Orderly Conduct
942 – Acceptable Use Policy

ADOPTED: April 24, 2025

AMENDED:

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The use of any tobacco product on Blackfoot School District No. 55 premises including all buildings, facilities, and property being utilized for district-sponsored activities regardless of location, and transportation that is owned, leased, sponsored, or contracted by the district is prohibited at all times. Tobacco products include electronic smoking devices as defined herein.

DEFINITIONS

"Tobacco product" is defined to include cigarettes, cigars, pipes and any other smoking product; dip, chew, snuff, snus, and any other smokeless tobacco product; and nicotine delivery devices, such as electronic smoking devices (used with or without nicotine). FDA-approved nicotine replacement therapy products used for tobacco cessation are excluded from this definition.

"Electronic smoking device" is defined as any oral device that is capable of providing an inhaled dose of nicotine and/or other substance, by delivering a vaporized solution; including the components of an electronic cigarette. The term shall include any such devices, whether they are manufactured, distributed, marketed or sold as e-cigarettes, e-cigars, e-pipes, or under any other product name or descriptor.

VIOLATIONS

Any person in apparent violation of this policy will be asked to extinguish and/or dispose of the prohibited tobacco product. If the person persists, the designee will require the person to leave the premises. Violations may also be reported to law enforcement.

Any violation of this prohibition by employees will be immediately reported to the building administrator and may result in disciplinary actions up to and including dismissal for repeated offenses.

Students who violate this policy will be immediately reported to the building administrator and disciplined *as set forth in Policy No. 551, Student Drug, Alcohol and Tobacco Use*.

NOTICE

Signs will be posted indicating that the use of tobacco products on district premises is prohibited. Each sign will be conspicuous, legible, unobscured, and placed at a height and location easily seen and read by persons entering or within the posted area. Letters on the sign will be at least one (1) inch in height.

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LEGAL REFERENCE:
Idaho Code Sections
39-5501, *et seq.* – Idaho Clean Indoor Air Act
39-5701, *et seq*. – Prevention of Minors' Access to Tobacco
IDAPA 16.02.23 – Rules Governing Indoor Smoking

ADOPTED: October 27, 2005

AMENDED: October 15, 2015

October 27, 2022

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The board of trustees recognizes that every person has a natural right to privacy and safety in restrooms and changing facilities where such person might be in a partial or full state of undress in the presence of others. This natural right to privacy especially applies to students using school restrooms and changing facilities where student privacy and safety is essential to providing a safe learning environment for all students. This policy is adopted consistent with Idaho law to provide students, staff, visitors, and patrons with guidelines as to the use of school changing facilities, as defined herein.

DEFINITIONS

The following terms apply to this policy.

"Changing facility" means a facility in which a person may be in a state of undress in the presence of others, including a locker room, changing room, shower room or restroom.

"Sex" means the immutable biological and physiological characteristics, specifically the chromosomes and internal and external reproductive anatomy, genetically determined at conception and generally recognizable at birth, that define an individual as male or female.

CHANGING FACILITY REQUIREMENTS

Every school changing facility, as defined herein, accessible by multiple persons at the same time will be designated for use by male persons only or female persons only and used by only members of that sex, unless an exception as set forth in this policy applies. No person shall enter a multi-occupancy changing facility that is designated for one sex unless such person is a member of that sex. The building principal or designee is responsible for ensuring that all changing facilities provide its users with privacy from members of the opposite sex.

In any other school setting where a person may be in a state of undress in the presence of others, school personnel must provide separate and private areas designated for use by persons based on their sex, and no person may enter such private areas unless the person is a member of the designated sex.

During any school authorized activity or event where persons share overnight lodging, school personnel will provide separate sleeping quarters for members of each sex. No students, staff, chaperones or other persons participating in the overnight activity shall share sleeping quarters, unless the persons are members of the same family.

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EXCEPTIONS

This policy does not apply to any of the following:

1. Single-occupancy changing facilities or changing facilities that are conspicuously designated for unisex or family use.
2. Changing facilities that have been temporarily designated for use by that person's biological sex.
3. A person of one sex who uses a single-sex facility designated for the opposite sex, if such single-sex facility is the only facility reasonably available at the time of the person's use of the facility.
4. A person employed to clean, maintain or inspect a single-sex changing facility.
5. A person who enters the changing facility to render medical assistance.
6. A person who is in need of assistance and, for the purposes of receiving that assistance, is accompanied by a family member, a legal guardian or the person's designee who is a member of the designated sex for the single-sex changing facility.
7. Coaching staff and personnel during athletic events.
8. During an ongoing natural disaster or emergency, or when necessary to prevent a serious threat to good order or student safety.

REASONABLE ACCOMMODATIONS

Schools within the district will provide a reasonable accommodation to a student who, for any reason, is unwilling or unable to use a multi-occupancy changing facility designated for the person's sex and located within a school building, or multi-occupancy sleeping quarters while attending a school-sponsored activity. Such request must be made in writing to the building principal or designee. Consistent with Idaho law, a reasonable accommodation does not include access to a changing facility or sleeping quarters that is designated for use by members of the opposite sex while persons of the opposite sex are present or could be present.

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LEGAL REFERENCE:

Idaho Code Sections

33-512 – Governance of Schools

S1100 (2023, ch. 120, Session Laws) – Protecting the Privacy and Safety of Students in Public Schools

ADOPTED: July 26, 2023

AMENDED:

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The board of trustees believes that all reasonable measures should be taken to conserve energy. The board of trustees directs the administration, supported by the school staff, to implement cost effective operating procedures to reduce energy consumption in school facilities. The board of trustees further directs the administration and the staff to continually assess the consumption of energy and make recommendations for improved energy conservation.

ADOPTED: October 22, 2009

AMENDED: October 15, 2015

The Blackfoot School District No. 55 does not discriminate on the basis of disability and persons with disabilities have the same right to access district property or school-sponsored events as non-disabled persons. Accordingly, the district acknowledges its responsibility to make reasonable accommodations to permit persons with disabilities to be accompanied by a service animal in all areas where the public is normally allowed to go, including in its school buildings, classrooms, and at school functions. The board of trustees hereby delegates to the superintendent the authority to implement procedures for the use of service animals consistent with this policy and applicable state and federal laws and regulations.

DEFINITIONS

For purposes of this policy and policy 970P (Service Animal Procedures), the following definitions shall apply:

"Handler" means an individual with a disability or another individual who has been designated to control the service animal and attend to its needs.

"Service Miniature horse" means a very small horse generally ranging in height from 24 to 34 inches measured to the shoulders and generally weighing between 70 to 100 pounds. A miniature horse will be allowed to act as a service animal where reasonable.

"Service animal" means any dog (or, in specific circumstance, a miniature horse) that is individually trained to do work or perform tasks for an individual with a disability including a physical, sensory, psychiatric, intellectual or other mental disability. No other species of animal, whether wild or domestic, will be permitted as a service animal. The work or tasks performed by a service animal must be directly related to the individual's disability or necessary to mitigate a disability. Animals whose sole function is to provide comfort or emotional support do not qualify as service animals for the purposes of this definition. Examples of such work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing nonviolent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

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LEGAL REFERENCE:
Americans with Disabilities Act, 28 C.F.R. Part 35 (as amended 2010)
Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794
28 C.F.R. §35.130(b)(7)
28 C.F.R. §35.136
28 C.F.R. §35.139
Alboniga v. School Board of Broward County Florida, 87 F.Supp.3d 1319 (2015)

ADOPTED: December 21, 2017

AMENDED: January 17, 2023

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REQUESTS FOR SERVICE ANIMALS

All requests for an individual with a disability to be accompanied by a service animal must be addressed in writing to the superintendent or designee and must contain documentation of proof of vaccinations and treatment for fleas and ticks as may be required by state or local law. This written request must be delivered to the superintendent's office at least ten (10) days prior to bringing the service animal to school or to a school function. Requests for service animals must be renewed annually at the start of each school year and must be accompanied by updated verification of vaccination.

Before bringing a service animal into the educational environment, the student, parent/guardian, or employee and the building principal or designee will meet to consider and establish a plan to address the following issues:

1. A rest place for the service animal, if necessary.
2. Opportunities for the service animal to go outside to relieve itself, the designated areas where the service animal may relieve itself, and clean up after the service animal.
3. Rest times for the service animal, if necessary.
4. Water and feeding breaks, as appropriate.
5. Emergency evacuation plan, fire drill and other disaster plan participation.
6. The impact the service animal will have on other students or employees in the same building. However, allergies to or fear of a service animal alone will not constitute reasons to deny service animal access to school facilities. The parties affected will strive to accommodate the needs of all affected parties.

Service animal plans are not considered contracts between the district and the student/parent or employee but are rather a guide for the parties. Service animal plans are not considered an accommodation under Section 504 of the Rehabilitation Act or a service or accommodation under a student's Individualized Education Plan (IEP).

In a situation where a request is made for access by a service animal to a building that is already allowing another trained service animal access, the building principal or designee reserves the right to make or change assignments to rooms or programs based on the needs of the building, student body or the staff. Should the building principal determine that the number of service animals seeking access to the building creates an undue hardship on the educational or work environment that fundamentally alters the nature of the services performed, or poses a direct threat to the safety of the student, employee or others, the building principal reserves the right to deny a new request for access by another student or employee. Any such denials will be referred to the superintendent or designee to explore options to address the request for access.

Students seeking access for service animals in training will be allowed access provided that school instruction time may not be used by the student for active training purposes. The building principal may make limited exceptions to this restriction on a case-by-case basis.

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Employees seeking access for service animals in training will be allowed access provided that the presence of the service animal does not interfere with the employee's or others' ability to perform their job functions.

STAFF INQUIRIES

When reviewing requests for service animal access to school facilities, staff will not inquire about the nature or extent of an individual's disability. Staff may not make inquiries about a service animal when it is readily apparent that the animal is trained to do work or perform tasks for an individual with a disability (e.g., the dog is observed guiding an individual who is blind or has low vision, pulling an individual's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability). If a student requesting service animal access has not been previously identified by the district as an individual with a disability who may require appropriate plans, services or accommodations under the IDEA or Section 504 of the Rehabilitation Act, district staff may ask the parent/guardian for documentation of a disability for purposes of the district's child find obligations under the IDEA or Section 504.

When it is not readily apparent to staff what service the animal provides, staff may make the following two (2) inquiries to determine whether an animal qualifies as a service animal:

1. Staff may ask if the animal is required because of a disability; and
2. Staff may ask what work or task has the animal been trained to perform.

Staff may not require documentation regarding a service animal, such as proof that the animal has been certified, trained, or licensed as a service animal, but may ask for proof of vaccination and whether the service animal has been treated for fleas and ticks in accordance with applicable state and local law. Staff may not ask that the animal demonstrate its ability to perform the work or task.

The district will not charge surcharges for a service animal, provided, however, if the district's normal policy is to charge individuals for the damage they cause, the district reserves the right to charge an individual with a disability for the damage caused by his/her service animal.

HANDLER RESPONSIBILITIES

1. The handler must be in full control of the service animal at all times. Service animals must have a harness, leash, or tether unless these devices interfere with the service animal's safe, effective performance or the individual's disability prevents the use of these devices, in which case the individual must maintain control of the animal through voice, signal, or other effective controls.
2. The handler must care for and supervise the service animal at all times, which generally means as follows:
    a. The district is not responsible for providing a staff member to walk the service animal, respond to the animal's need to relieve itself, or to provide any other care or assistance to the animal.
    b. In the case of a young child or a student with disabilities who is unable to care for or supervise his or her service animal, the parent/guardian is responsible for providing care and supervision of the animal.

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The district recognizes that in certain circumstances the handler may need assistance in providing care and supervision for his/her service animal (for example, leading a service animal outside to relieve itself). In such circumstances, the district will consider a request for a reasonable accommodation on an individualized basis. The district is not obligated to approve a requested accommodation that would fundamentally alter the nature of the district's services, programs or activities, or which would pose a direct threat to the health or safety of students, staff or others.

MINIATURE HORSES

A miniature horse will be permitted as a service animal where reasonable. Staff may make the same inquiry and ask the same questions when it is not apparent what services a miniature horse provides, as set forth in the "Staff Inquiries" section of this procedure.

The following four assessment factors will be used in determining whether a miniature horse can be reasonably accommodated in school buildings, in classrooms, or at school functions:

1. The miniature horse is housebroken.
2. The handler has sufficient control of the miniature horse.
3. The facility can accommodate the miniature horse's type, size, and weight.
4. The miniature horse's presence will not compromise legitimate safety requirements necessary for the safe operation of the facility.

EXCLUSION OF SERVICE ANIMALS

A school administrator may exclude a service animal or ask an individual with a disability to remove a service animal from a school building, a classroom, or from a school function if any one of the following circumstances occurs:

1. The service animal is out of control and the handler does not take effective action to control it.
2. The service animal is not housebroken.
3. The service animal is not clean, well-groomed, has an offensive odor, or is otherwise not in good health.
4. The service animal shows aggression towards people or other animals.
5. The service animal's presence would fundamentally alter the nature of the service, program, or activity.
6. The service animal presents a direct threat to the health and safety of students, staff, or other individuals. In determining whether a service animal poses a direct threat, the district will make an individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain: (i) the nature, duration, and severity of the risk; (ii) the probability that the potential injury will actually occur; and (iii) whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services would mitigate the risk.

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If a service animal is excluded, the individual with a disability will be given the opportunity to participate in the service, program, or activity without having the service animal on the premises and/or may be offered other alternatives to the service animal that are effective in performing the functions required with respect to the individual's disability.

RESPONSIBILITY FOR SERVICE ANIMAL

The district does not assume responsibility for the care or conduct of service animals that have been given access to school property or facilities, or school-sponsored events. The student, employee or visitor with the service animal will remain liable for any damages to facilities, equipment or other persons caused by the service animal.

APPEAL OF DENIAL OF REQUEST OR WITHDRAWAL OF APPROVAL FOR SERVICE ANIMAL

In the event the building principal or designee has denied a request for approval of a service animal or has withdrawn approval, the student/parent, employee or designee may appeal such decision to the superintendent or designee. Pending the resolution of the appeal, the service animal will not be allowed on school property or at school-sponsored events. The superintendent or designee will render a decision within ten (10) working days of the date of receipt of the appeal. The decision of the superintendent or designee is final.

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LEGAL REFERENCE:
Idaho Code §§56-701 *et seq*. – Rights of Individuals with Disabilities
28 C.F.R Part 35 – Americans with Disabilities Act Regulations

ADOPTED: January 17, 2023

AMENDED:

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The Blackfoot School District No. 55 is committed to providing a high quality educational program to all students in a safe and healthy environment. No animal may be brought to school without prior permission of the building principal. Service animals will be permitted on school grounds subject to the district's service animal policy (See Policy 970 or identify other policy number).

EDUCATIONAL PROGRAM

Use of animals, including classroom pets, to achieve specific curriculum objectives may be allowed by the building principal provided (1) student health and safety is not jeopardized; and (2) the individual requesting that the animal be brought to school is responsible for adhering to any applicable state or local health regulations, including vaccination requirements, and any other conditions established by the principal to protect the health and well-being of students. Any domestic animal entering a school building must have proof of an up-to-date rabies vaccine.

STUDENT HEALTH

The health and well-being of students is the District's highest priority. Animals may cause an allergic reaction or otherwise impair the health of students. No animals may be brought to school or kept in the school, classroom, office or common area that may negatively impact the health of any student who must utilize the area. Animals that cause an allergic reaction or impair the health of students shall be removed from the school immediately so that no student shall have his/her health impaired and each student shall have full access to available educational opportunities.

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LEGAL REFERENCE:

Idaho Code Sections
33-512

ADOPTED: May 14, 2018

AMENDED:

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