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### **9000 SERIES—SCHOOL FACILITIES**

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

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



Policy History:

**ADOPTED:** 8/11/14

ISBA

**REVISED:**

Conveyance of Property

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

**\$1,000 or Greater:** For property with a value of \$1,000 or greater, the property may be sold at public auction or by sealed bids, as the Board shall determine, to the highest bidder. Such property may be sold for cash or for such terms and conditions as the Board shall determine for a period not exceeding ten years, with the annual rate of interest on all deferred payments not less than 7% per annum. The title to all property sold on contract shall be retained in the name of the 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 shall be transferred to the purchaser at the point of sale under the terms and conditions of the mortgage or deed of trust as the Board shall determine. Notice of the time and the conditions of such sale shall be published twice, and proof thereof made, in accordance with subsections (2) and (3) of section 33-402, Idaho Code. The Board may accept the highest bid, may reject any bid, or reject all bids. During the sealed bid or public auction process, no real property of 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.

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

**Less than \$500:** For property that has an estimated value of less than \$500, the property may be disposed of in the most cost-effective and expedient manner by an employee of the District empowered for that purpose by the Board, provided however, such employee shall notify the Board prior to disposal of said property. To notify the Board, the employee shall contact the Board Clerk.

Donated Property

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

Exchange of Property

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

1. One-half (1/2) plus one of the members of the full Board determines such conveyance or exchange is in the best interest of the District; and
2. A resolution is passed authorizing such exchange of real and/or personal property to any of the following:
  - A. U.S. government;
  - B. City;
  - C. County;
  - D. State of Idaho;
  - E. Hospital district;
  - F. School district;
  - G. Public charter school;
  - H. Idaho Housing and Finance Association;
  - I. Library district;
  - J. Community college district;
  - K. Junior college district; or
  - L. Recreation district.

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

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

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

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

The District will use whatever means available to ensure the highest possible return on any items sold.

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



**Cross Reference:** 2510P Selection of Library Materials  
7270 Property Records

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

Policy History

**ADOPTED:** 08/11/14

ISBA

**REVISED:** 7/9/18  
12/10/18  
5/13/19  
8/12/19  
12/12/22

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

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



**Legal Reference:** I.C. § 54-1902 Unlawful to engage in public works contracting without license  
I.C. § 54-1925 et seq. Public contracts Bond Act

Policy History:

**Adopted:** 8/11/14

ISBA

**Revised:**

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

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



**Cross Reference:**   8520 Inspection of School Facilities  
                          9400 Safety Program  
                          9500 Security

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

Policy History:

**ADOPTED:** 8/11/14

ISBA

**REVISED:**

School Spirit Rocks are a tradition on many Twin Falls School District campuses. These rocks are the property of the school and the school is ultimately responsible for the maintenance and condition of its property and has the full and exclusive right to decide what is on its property. The purpose of these rocks is to have an interactive, visible means of limited communications as detailed herein, for the school community. These rocks are solely meant as venues to build school spirit, congratulate or support students or student groups, and enhance the overall morale of the school community, consistent with the parameters of appropriate communications within the school's setting as detailed in the school's discipline policies and the policies cited within this policy. All individuals wishing to paint a school spirit rock shall adhere to the following guidelines.

**Content:**

Paintings must be in accordance with the ideals set forth in the Twin Falls School District #411 Policy manual, in particular, Policy 3200 Student Rights and Responsibilities and 4300 Conduct on School Property. Suggested paintings on the rocks include but are not limited to event announcements, words of support or encouragement, congratulations, and messages of general school spirit. Rock messages may not disrupt the educational environment, contain or promote any obscene, discriminatory, and/or illegal activities. All paintings should be school-related and should be kept in good taste.

The school reserves the right to paint over any message at any time and to discontinue this program at the school's exclusive option. Conduct in violation of District policies, or that promote discrimination, harassment, or other lawless action, may be grounds for disciplinary action.

**Timing:**

The District does not utilize a reservation system for the school spirit rocks; however, an individual school may implement such a program. When a reservation system is not utilized, individuals wishing to paint the spirit rock should do so only after school hours. In addition, those wishing to paint the spirit rocks should be cognizant of the last time the rock was painted and strive to wait at least 24 hours before repainting.

**Liability:**

The group or individual painting the school spirit rock assumes liability for any individual or member of the group or organization who may be injured and/or for actions associated with the activity, including damage to clothing and personal property, and will hold harmless the school and the Twin Falls School District #411. The District will not provide paint or paint supplies.



**Cross Reference:** 3200 – Student Rights and Responsibilities  
4300 – Conduct on School Property

Policy History:

**ADOPTED:** 4/11/22

TFSD

**REVISED:**



The Board acknowledges the importance of safety for students, staff and others having business with the District. In addition, programs that advocate safety education, accident prevention, proper supervision and OSHA Regulations are important protective measures and are also a means to promote a culture of safety awareness. The Board directs the Superintendent to form a District-wide Safety Committee to research and assess available programs and make recommendations to the Board for the implementation of these programs.

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



**Cross Reference:** 8520 Inspection of School Facilities  
9300 Operation and Maintenance of District Facilities  
I.C. § 33-512 Governance of schools  
29 CFR 1910.1030 The Blood borne Pathogens Standard

Policy History

**ADOPTED:** 8/11/14

ISBA

**REVISED:**

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

Access to school buildings and grounds outside of regular school hours shall be limited to staff whose work requires access. An adequate key control system shall be established which shall limit access to buildings to authorized staff and shall safeguard against the potential entry of unauthorized persons.

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

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



**Cross Reference:** 9300 Operation and Maintenance of District Facilities

Policy History:

**ADOPTED:** 8/11/14

ISBA

**REVISED:**

The operation of the District's facilities shall be the responsibility of the Superintendent through the Director of Operations. The Director of Operations shall manage the operation of the facilities through the head custodians of the District's school facilities.

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

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

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



Policy History

**Adopted:** 8/11/14

ISBA

**Revised:**

This policy discusses the use of bathrooms, changing facilities, and sleeping rooms. For the purposes of this policy, a student's sex shall be the sex indicated on a student's birth certificate. If a student does not have a birth certificate, consistent with Section 18-4511, Idaho Code, an alternative form of governmental identification may be considered for determination of a student's sex under this policy. Under no circumstances shall District personnel require a medical exam or physical inspection to establish a person's sex.

All areas assigned as a place to sleep during a District-sponsored overnight trip as well as all District restrooms and changing facilities that can be used by more than one person at a time shall be designated for use either by people who are male or female. A person may only enter such a multi-occupancy sleeping area, restroom, or changing facility if the facility's designated sex corresponds to the user's sex, except in the following cases:

1. The facility is being shared by members of the same family.
2. A person is employed to clean, maintain, or inspect a restroom, changing room, or sleeping room.
3. A person enters a restroom or facility to render medical assistance.
4. A person who needs assistance is accompanied by one of the following whose sex corresponds to the sex designated for the facility:
  - a. A family member;
  - b. A legal guardian; or
  - c. A designee chosen by the person requiring assistance.
5. The individual entering the facility is coaching staff and/or personnel during athletic events.
6. There is an ongoing natural disaster or emergency.
7. Entry in to the facility is necessary to prevent a serious threat to good order or student safety.

The sex designation of restrooms and changing facilities may be temporarily changed.

Single-occupancy restrooms and changing facilities or restrooms and changing facilities may be designated for unisex or family use provided they are conspicuously marked as such.

**Accommodation Upon Request**

Upon written request from a parent or guardian for accommodation, each District school shall provide reasonable accommodation to any individual who, for any reason, is unwilling or unable

to use a multi-occupancy restroom, changing facility, or sleeping room designated for the person's sex. Such accommodation may include use of a single-occupant facility. Such accommodation may not include access to a multi-person restroom, changing room, or sleeping room when:

1. The facility is designated for the sex that does not correspond to the individual's own sex; and
2. A person whose sex differs from the person to be accommodated is or could be present.

The Board directs the Superintendent to take reasonable steps to enforce and implement this policy.



**Cross References:** 2250 Field Trips, Excursions, and Outdoor Education  
3460 School-Related Foreign Travel by Students

**Legal References:** IC § 33-6602 & 6702 et seq. Protecting the Privacy and Safety of Students  
Definitions

Policy History

**ADOPTED:** 7/10/23

ISBA

**REVISED:**

Waste Management and Recycling

The practice of discarding materials used in school facilities is wasteful of natural resources, energy and money. The Board, in an effort to set an example of stewardship of our natural resources and to develop responsible citizenship in our students declares that resource conservation is to be made an integral part of the physical operation of the school system and of the school curriculum. Therefore, it shall be the policy of the District that:

1. The school system will integrate the concept of resource conservation, including waste reduction and recycling, into the environmental education curriculum at all levels.
2. The amount of waste of consumable materials is to be decreased by:
  - a. Reduction of the consumption of consumable materials wherever possible;
  - b. Full utilization of all materials prior to disposal; and
  - c. Minimization of the use of non-biodegradable products wherever possible.
3. The school system will cooperate with, and participate in, recycling efforts being made by the local and state governments. As systems for the recovering of waste and recycling are developed, the school system will participate by appropriately separating and allowing recovery of recyclable waste products.
4. The school system will purchase, where financially viable, recycled products and will also encourage suppliers, both private and public, to make recyclable products and unbleached paper products available for purchase by public schools.
5. Representatives of the school system will actively advocate, where appropriate, for resource conservation practices to be adopted at local, regional and state levels.

Policy History:

**ADOPTED:** 8/11/14

ISBA

**REVISED:**

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

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

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

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

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



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

Policy History

**ADOPTED:** 2-10-14

ISBA

**REVISED:** 8/11/14

The District Board of Trustees has a priority to keep the students and staff of the District safe. All students and staff shall practice proper and safe disposal of toxic hazards. Toxic hazards exist in chemicals and other substances used in schools such as in laboratories, science classrooms, kitchens, in the cleaning of school buildings, buses and equipment, and the maintaining of school grounds.

This policy primarily focuses on chemistry lab waste disposal. Teachers should instruct students and ensure that no experiment will be dangerous if safe procedures are followed throughout, and ensure that proper precautions are taken to avoid contaminating the environment.

#### Chemical Waste

All laboratory work with chemicals eventually produces chemical waste. Staff and students associated with the science laboratory share the responsibility to minimize the amount of waste produced and to dispose of chemical waste in a way that has the least impact on the environment. Depending upon what is contained in the waste, some waste must be professionally incinerated or deposited in designated landfills, while other waste can be neutralized or discharged.

#### Waste Storage Prior to Disposal

All waste should be stored in properly labeled containers. The label should contain the date, type of waste and any other pertinent information required by the disposal company. Waste should be segregated to avoid unwanted reactions and to allow for cost-effective disposal. Waste should be stored in closed containers except when additional waste is being added. Each school science department should maintain a central, secure waste storage area.

#### Disposing of Waste

Teachers should be aware of the appropriate method of disposal for any chemical used in the school laboratory. Teachers should make disposal options a part of all laboratory instructions for students. For chemical waste produced, teachers should instruct students as to the appropriate disposal, including disposing of the substance in a disposal container or down the drain.



#### Policy History

**ADOPTED:** 8/11/14

ISBA

**REVISED:**



The Twin Falls School District Board of Trustees is responsible for the naming and renaming of all schools and school facilities within the District. It is the desire of the Board that each new building or facility within the District be given a name that lends dignity and status to the school or facility. In fulfilling this responsibility, the Board will make every effort to respect community preferences.

The naming or renaming of a school or facility may occur under the following circumstances:

1. When a new school is built;
2. When two or more schools have the same name (for example, an elementary school and a middle school), one school may request a new name while the other retains the original name;
3. When a new facility is built to replace an existing facility which will be closed.

The following guidelines should be considered when naming a school or facility:

1. A proposed school name may be a person, place or thing.
2. Proposed names should not be a person whose primary identification is of a religious nature.
3. Distinguished persons proposed for the school name must have been deceased for at least six months and should have made significant contributions to the community, county, state or nation.
4. A person's moral character should also be considered.
5. Persons proposed for the school name shall not be a relative of any employee or school Board trustee.
6. Geographic names may also be considered. These names should be clearly identifying, widely known and recognized.



Policy History

**ADOPTED:** 8/11/14

ISBA

**REVISED:**

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

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

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



**Cross References:** 4510 Public Gifts to the Schools

**Legal References:** IC § 33-141 National Motto

Policy History

**ADOPTED:** 8/07/23

ISBA

**REVISED:**

From time to time there may be a desire to honor a deceased student or employee of the District. Any individual or group considering honoring a deceased member of the school community shall place their request in writing and submit their request to the Board. The Board or its designee will contact the family of the deceased to discuss such memorial arrangements. The Board may allow memorials to take place on a case-by-case basis and may not grant authorization to every request.

In considering requests for permanent memorials, the Board will take into account the recommendations of the Superintendent regarding the cost to the District for future maintenance and upkeep of the memorial that might accrue to the District.

In the event the Board approves a memorial to be placed on school grounds, it is strongly recommended that such memorials be in the form of a living memorial, such as a tree. This living memorial may be marked with a modestly sized, permanent stone or plaque indicating the name and relevant information of the person to be memorialized. The Board, using the same process indicated above, may consider other types of memorials for approval. The Board or its designee must approve any type of memorial, including wording on a plaque, as well as any memorial service on school property.

Placement of any memorial, permanent or temporary, such as a tree or plaque may be removed, transplanted, taken down, or discarded by the District in the event the school is experiencing demolition, modifications, if the tree has died, or for any other reason that the Board determines that the memorial should be removed or moved. Individuals wishing to place a memorial of any kind must realize that the memorial may not be a permanent fixture on school property and the District has no responsibility to move the same.

In lieu of a physical memorial, the Board suggests that a permanent memorial for the deceased student or staff be limited in form to perpetual awards or scholarships. Contributions to a general scholarship fund established by the District may be made. Memorial scholarships may be accepted and awarded under criteria approved by the District in honor of persons who have special significance to the students, district or community. Items received become the property of the District and will be used for the purpose for which they were donated.

The Board recognizes that memorials of flowers, personal messages and mementoes are often created at lockers, parking spaces and other areas on District property upon such losses or events. The display of all remembrances will be temporary in nature, removed in a timely manner and offered to the family.

Requests may be made to the Board to memorialize an individual or event in school yearbooks, at graduation ceremonies and other District activities. Activities will not detract from scheduled classroom or school activities; or the celebration of student accomplishments may, with prior Board or designee approval, be authorized.



Policy History

**ADOPTED:** 8/11/14

ISBA

**REVISED:**

**PURPOSE:**

The Board recognizes that the schools belong to the community and that the maximum use of these facilities for the good of all is desirable.

The interest of all taxpayers must be safeguarded; therefore, school facilities may only be rented by non-District entities in accordance with District regulations and rental schedules.

The community has a capital investment in school buildings and facilities; therefore, the Board believes such facilities should be used for legitimate community purposes by responsible organizations, associations, and civic groups for educational, cultural, civic, and recreational purposes outside school hours, when such use will not conflict with or handicap the school operations.

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

1. The activity should not interfere with the schedule of normal activities of the school or District;
2. The content of the activity should be reasonably appropriate in a school setting;
3. The event is not in conflict with the health and safety of the District or community and does not violate any federal, state, or local ordinance;
4. District facilities may be used in support of or in opposition to any candidate or ballot measure, provided such use is not organized by the District. If the District permits facilities rental by any entity or person seeking to hold a meeting in support of or opposition to any candidate or ballot measure, the denial or approval of such rental cannot be based upon the content of the position of the entity or person seeking to hold a meeting and shall likewise make rental options equally available to the counter entity or person if they seek to rent the school's facilities; and
5. The user agrees to follow all health and safety protocols outlined by the District.

**USE OF FACILITIES**

1. The School District facilities that may be rented under this policy include:
  - a. Auditoriums, small
  - b. Auditorium
  - c. Athletic Stadiums
  - d. Cafeteria
  - e. Classrooms
  - f. Gymnasiums
  - g. Miscellaneous
2. The availability of facilities shall be determined by the Superintendent of Schools or their designee and the Principal of the school involved. In all instances, the use of the facilities by the school will come first.
3. Groups who use the facilities must provide adequate supervision for participants and

spectators. A deposit in the amount of one-half ( $\frac{1}{2}$ ) the projected use fee (\$100 minimum) will be required prior to rental of the facility. A \$35.00 scheduling fee (part of the deposit) is non-refundable. At the conclusion of the use, a reconciliation of fees will be made and additional charges (e.g. extra cleaning, damage) will be assessed to the renter. Physical damage done to school property by renting groups shall be paid for or replaced by renting groups to the satisfaction of the School District. All groups must provide a liability and property damage "Certificate of Insurance" in the amount of \$1,000,000, naming the Twin Falls School District as an additional insured or certificate holder. Certificate must be received prior to the date of the event or effective rental date.

4. The fees collected for the rental of school property shall be paid to the Treasurer, Twin Falls School District No. 411, 201 Main Avenue West, Twin Falls, Idaho 83301. Questions about the school facility use are to be directed to the Director of Operations of the School District.
5. The District will have a custodian on duty during the times that school facilities are being used. The cost for custodial staff is included in the rental charge during normal business hours. If the facility is used past normal business hours a \$15.00 per hour after hour fee will be charged and added to the rental fee. If excess cleaning is required, renters will be charged \$15.00 per hour per custodian. Use of kitchen facilities will require approval by the School Lunch Supervisor and a \$15.00 per hour, per person fee will be charged for kitchen staff.
6. In the event that the Twin Falls School District has leased the concession stands to a lessee. In accordance with the lease agreement, the lessee has the first right of refusal to operate the concession stands in all circumstances. If the renter desires to operate the concession stand, they must negotiate with the "lessee" and the school administration for said use.
7. The Superintendent or their designee may meet with other public agencies to review facility usage. Interagency agreements, e.g. City/School District, etc. may exchange use of facilities at no rental cost to either party. Any additional expenses, e.g. extended custodial hours, student assistants, technicians, repairs, or other additional out-of-pocket costs will be assessed and charged to the appropriate agency or organization. Examples of interagency agreements include: City youth and adult programs, law enforcement agency training and other government agency educational use. Any cost incurred outside the regular custodial workday will be agreed upon by the parties involved and assessed to the appropriate agency or organization.
8. No smoking or alcoholic beverages are allowed on any school property.
9. Facilities will be used strictly for those purposes for which they were designed. No automobile shows, animal shows/games, home & energy fairs or similar types of activities will be allowed in gymnasiums.
10. Libraries and computer labs will not be rented for public use.

11. Rentals will generally not be available during the summer months because of summer maintenance.
12. Facilities will not be rented on holidays, e.g., Thanksgiving, Christmas, New Year's Day and Easter or any other holiday when Twin Falls School District employees do not work.
13. The District will not charge a fee for the use of any facility for a funeral of a current employee or a currently enrolled student. A "Certificate of Insurance" providing for liability and property damage in the amount of \$1,000,000, naming the Twin Falls School District as an additional insured or certificate holder, will still be required and a no-charge contract will need to be signed with the Twin Falls School District.
14. Traveling athletic teams from other Idaho schools shall be allowed to use district athletic fields or gymnasiums for practice or sleeping accommodations with superintendent or designee approval with no charge. Insurance and facility use agreement will be required.
15. Facility use requested to be used by the Idaho High School Activities Association (IHSAA) for tournament or play-in games will not be charged for the use of the facilities. Insurance will be required. A facility use agreement is required.
16. Twin Falls School District seniors are allowed to use facilities for the completion of their senior project without charge. Students will have to have an advisor present during the entire time they are using the facility. A student activity form will need to be filled out. There is no fee and no insurance is required.
17. No weapons shall be permitted on school property (concealed or open carry) other than by law enforcement pursuant to applicable statute, or the very limited exceptions identified in state and/or federal law, unless written pre-authorization is obtained by the District. This prohibition shall include security personnel for such events, which requires District approval for presence and possession of a weapon.
18. The District retains sole discretion to revoke authorization for rental/use of School District facilities or to deny approval of rental/use of School District facilities as the District believes are appropriate.
19. This policy may be waived by the Board of Trustees.
20. Appeals concerning rental use must be made in writing to the Board of Trustees.

#### CLASSIFICATION OF GROUPS/PRIORITIES FOR USE

- A. School Related: Activities directly related to school, i.e., staff in-service meetings/training, student body assemblies, pep rallies, student body elections, school-sponsored clubs, plays, athletic or music events, Boosters, P.T.A./P.T.O. functions and district athletic organizations.

|                        |                |
|------------------------|----------------|
| FEES:                  | No fee charged |
| Student Activity Form: | Required       |

- B. Joint-Use Facility Agreements: Interagency agreements, e.g. City/School District including but not limited to city youth and adult programs, law enforcement agency training, National Guard, firefighters, State Department of Education and other government agencies who use facilities.

FEES: No fee charged unless separate agreement is established between the district and the agency.

Insurance: Required

Facility Use Agreement: Required

- C. #1 Organizations-providing services to students residing within the School District boundaries or enrolled in Twin Falls School District schools, and **if** they have a School District employee advisor; scouting groups, athletic clubs/organizations, or similar groups who use facilities for community or scholarship use.

FEES: No fee charged

Insurance: Required

Facility Use Agreement: Required

- D. #2 Organizations providing services to students residing or enrolled in Twin Falls School District schools within the School District boundaries that **does not** have a School District advisor; scouting groups, Y.M.C.A., Civic/Service groups, or similar groups who use facilities for community or scholarship use.

FEES: See Fee Schedule 1.

Insurance: Required

Facility Use Agreement: Required

- E. #3 Organizations will be permitted to co-sponsor an activity with a school group providing the School District receives revenues to cover expenses AND that the school group receives at least 50% of the net revenue from the event. In these situations, a certificate of liability insurance will be required, and a contract must be completed.

FEES: See Fee Schedule 1.

Insurance: Required

Facility Use Agreement: Required

- F. #4 Organizations providing services to students residing outside the School District boundaries: scouting groups, Y.M.C.A., Civic/Service groups, Special Olympics, or similar groups who use facilities for community or scholarship use.

FEES: See Fee Schedule 2.

Insurance: Required

Facility Use Agreement: Required

- G. Commercial groups, private party functions, political rallies or promotions by organizations and/or individuals for profit-making or fundraising or when using buildings



as a rental facility. Private party functions such as wedding receptions, family reunions, funerals, etc.

|                         |                    |
|-------------------------|--------------------|
| FEES:                   | See Fee Schedule 2 |
| Insurance:              | Required           |
| Facility Use Agreement: | Required           |

#### RATES:

1. Rates are based on the individual rate schedules in Procedure 9850P. The rates include amounts for custodial service and special/technical technicians. For larger groups or multiple facility use, a \$15.00 fee per hour per person for additional staff will be required; such as extra custodians, kitchen staff, etc. Additional technical staff requirements will be charged at \$15.00 per staff per hour for follow-spot operators and \$15.00 per person per hour for stagehands. There will be an additional charge of \$40.00 per hour if a Twin Falls School District technician is required to work more than 8 hours a day. These fees are in addition to those in this policy's rate schedule.
2. Auditorium rehearsal/setup will be charged at 50% of base rate. Rehearsals cannot go beyond 10:00 P.M. Those not exiting the facility by 10:00 P.M. will be charged an additional \$50.00 per hour.
3. Special setup fees such as table and/or chair setup, portable stage, orchestra pit or other special arrangements will be assessed at \$15.00 per hour per person. Any equipment fees will be determined by the school administrator where the rental is located.
4. A \$100.00 fee will be assessed for use of the lights at the High School Stadiums.
5. Extended use:
  - 1-5 days will be at the listed rates
  - 6-10 days will be provided a 30% discount
  - 11-25 days will be provided a 50% discount
  - 26 or more days will be provided a 70% discount

Extended use discount fees will only apply during the regular custodial hours. After 10 p.m. custodial fees of \$15.00 per hour will be charged. Fees will also include the time necessary to clean the facility.

6. School rental fees will be based upon the number of hours the facility is used, and will be assessed to cover the period from the time the building is opened to the renter, to the time all members of the renting party have left the facility, including the time required to clean the facility.

Facility Use Agreement approval is required at least five (5) working days prior to the event.



**Legal Reference:** Idaho Code § 33-601

**Cross Reference:** 9850P Rental Schedule and Agreement

**ADOPTED:** 12/08/08

**APPROVED:** 6/13/95

TFSD

**REVISED:** 11/14/95

4/9/96

5-13-97

2-6-01

4-8-02

11-11-02

11-10-03

6-14-04

11-8-04

11-13-06

8-09-10

10-11-10

8-11-14

12-14-15

6-13-16

10-10-16

1/8/18

5/9/22

5/8/23

**Procedure 9850P**  
**FEE SCHEDULE #1**

**TWIN FALLS SCHOOL DISTRICT FACILITIES RENTAL RATE**  
**For SCHOOL DISTRICT GROUPS/ORGANIZATIONS THAT FALL UNDER #2 OR #3**

| BUILDING              | CLASSROOM |        | AUDITORIUM |         | GYMS                                 |       | STADIUMS |       | MULTI-PURPOSE ROOM/ CAFETERIAS |       | KITCHEN/ CAFETERIA Must Have Kitchen Staff |       |
|-----------------------|-----------|--------|------------|---------|--------------------------------------|-------|----------|-------|--------------------------------|-------|--|-------|
| ELEMENTARY            | HOUR      | DAY*   | HOUR       | DAY     | HOUR                                 | DAY   | HOUR     | DAY   | HOUR                           | DAY   | HOUR                                       | DAY   |
| Bickel                | \$20      | \$130* |            |         | \$50                                 | \$250 |          |       | \$30                           | \$135 | \$40                                       | \$180 |
| Harrison              | \$20      | \$130* |            |         | \$50                                 | \$250 |          |       | \$30                           | \$135 | \$40                                       | \$180 |
| Lincoln               | \$20      | \$130* |            |         | \$50                                 | \$250 |          |       | \$30                           | \$135 | \$40                                       | \$180 |
| Morningside           | \$20      | \$130* |            |         | \$50                                 | \$250 |          |       | \$30                           | \$135 | \$40                                       | \$180 |
| Oregon Trail          | \$20      | \$130* |            |         | \$50                                 | \$250 |          |       | \$30                           | \$135 | \$40                                       | \$180 |
| Perrine               | \$20      | \$130* |            |         | \$50                                 | \$250 |          |       | \$40                           | \$180 | \$50                                       | \$225 |
| Pillar Falls          | \$20      | \$130  |            |         | \$50                                 | \$250 |          |       | \$40                           | \$180 | \$50                                       | \$225 |
| Rock Creek            | \$20      | \$130  |            |         | \$50                                 | \$250 |          |       | \$40                           | \$180 | \$50                                       | \$225 |
| Sawtooth              | \$20      | \$130* |            |         | \$50                                 | \$250 |          |       | \$30                           | \$135 | \$40                                       | \$180 |
| <b>MIDDLE SCHOOLS</b> |           |        |            |         |                                      |       |          |       |                                |       |  |       |
| V.C. O 'Leary         | \$20      | \$130* | \$60       | \$270   | Sm. \$60 - \$300<br>Lg. \$80 - \$380 |       | \$50     | \$225 | \$40                           | \$180 | \$50                                       | \$225 |
| Robert Stuart         | \$20      | \$130* |            |         | \$70                                 | \$350 | \$50     | \$225 | \$40                           | \$180 | \$50                                       | \$225 |
| South Hills           | \$20      | \$130  |            |         | Sm. \$60 - \$270<br>Lg. \$80 - \$380 |       | \$50     | \$225 | \$40                           | \$180 | \$50                                       | \$225 |
| <b>HIGH SCHOOLS</b>   |           |        |            |         |                                      |       |          |       |                                |       |  |       |
| Twin Falls            | \$20      | \$130* | \$100      | \$450** | Sm. \$70 - \$350<br>Lg. \$90 - \$450 |       | \$80     | \$350 | \$40                           | \$180 | \$50                                       | \$225 |
| Canyon Ridge          | \$20      | \$130  | \$80       | \$360   | Lg. \$90 - \$450                     |       | \$80     | \$350 | \$40                           | \$180 | \$50                                       | \$225 |

\* 2 to 5 classrooms = \$40/day for each additional classroom up to five (5). NORMAL CUSTODIAL/TECHNICAL  
6 to 10 classrooms = \$30/day for each additional classroom up to ten (10). SERVICES INCLUDED IN BASE RATES.  
11 or more classrooms = \$20/day for each additional classroom.  
Revised 11/9/09; 12/14/15; 12/11/17; 1/8/18; 5/8/23

**FEE SCHEDULE #2**
**TWIN FALLS SCHOOL DISTRICT FACILITIES RENTAL RATE SCHOOL GROUPS THAT FALL UNDER #4 AND  
For COMMERCIAL GROUPS/PRIVATE PARTY/POLITICAL RALLIES/GOVERNMENT AGENCIES**

| BUILDING              | CLASSROOM |        | AUDITORIUM |         | GYMS                                  |       | STADIUMS |       | MULTI-PURPOSE ROOM/ CAFETERIAS |       | KITCHEN/ CAFETERIA Must Have Kitchen Staff |       |
|-----------------------|-----------|--------|------------|---------|---------------------------------------|-------|----------|-------|--------------------------------|-------|--|-------|
| ELEMENTARY            | HOURL     | DAY*   | HOURL      | DAY     | HOURL                                 | DAY   | HOURL    | DAY   | HOURL                          | DAY   | HOURL                                      | DAY   |
| Bickel                | \$25      | \$150* |            |         | \$70                                  | \$325 |          |       | \$40                           | \$180 | \$50                                       | \$225 |
| Harrison              | \$25      | \$150* |            |         | \$70                                  | \$325 |          |       | \$40                           | \$180 | \$50                                       | \$225 |
| Lincoln               | \$25      | \$150* |            |         | \$70                                  | \$325 |          |       | \$40                           | \$180 | \$50                                       | \$225 |
| Morningside           | \$25      | \$150* |            |         | \$70                                  | \$325 |          |       | \$40                           | \$180 | \$50                                       | \$225 |
| Oregon Trail          | \$25      | \$150* |            |         | \$70                                  | \$325 |          |       | \$40                           | \$180 | \$50                                       | \$225 |
| Perrine               | \$25      | \$150* |            |         | \$70                                  | \$325 |          |       | \$50                           | \$200 | \$60                                       | \$270 |
| Pillar Falls          | \$25      | \$150* |            |         | \$70                                  | \$325 |          |       | \$50                           | \$200 | \$60                                       | \$270 |
| Rock Creek            | \$25      | \$150* |            |         | \$70                                  | \$325 |          |       | \$50                           | \$200 | \$60                                       | \$270 |
| Sawtooth              | \$25      | \$150* |            |         | \$70                                  | \$325 |          |       | \$40                           | \$180 | \$50                                       | \$225 |
| <b>MIDDLE SCHOOLS</b> |           |        |            |         |                                       |       |          |       |                                |       |  |       |
| V.C. O'Leary          | \$25      | \$150* | \$100      | \$450   | Sm. \$80 - \$400<br>Lg. \$100 - \$500 |       | \$70     | \$300 | \$50                           | \$200 | \$60                                       | \$270 |
| Robert Stuart         | \$25      | \$150* |            |         | \$90                                  | \$450 | \$70     | \$300 | \$50                           | \$200 | \$60                                       | \$270 |
| South Hills           | \$25      | \$150* |            |         | Sm. \$80 - \$400<br>Lg. \$100 - \$500 |       | \$70     | \$300 | \$50                           | \$200 | \$60                                       | \$270 |
| <b>HIGH SCHOOLS</b>   |           |        |            |         |                                       |       |          |       |                                |       |  |       |
| Twin Falls            | \$25      | \$150* | \$140      | \$660** | Sm. \$90 - \$450<br>Lg. \$110 - \$500 |       | \$100    | \$400 | \$50                           | \$200 | \$60                                       | \$270 |
| Canyon Ridge          | \$25      | \$150* | \$120      | \$565*  | Lg. \$110 - \$500                     |       | \$100    | \$400 | \$50                           | \$200 | \$60                                       | \$270 |

\* 2 to 5 classrooms = \$50/day for each additional classroom up to five (5). NORMAL CUSTODIAL/TECHNICAL  
6 to 10 classrooms = \$40/day for each additional classroom up to ten (10). SERVICES INCLUDED IN BASE RATES.  
11 or more classrooms = \$30/day for each additional classroom.  
Revised 11/9/09; 12/14/15; 12/11/17; 1/8/18; 5/8/23

Twin Falls School District No. 411  
201 Main Avenue West  
Twin Falls, Idaho 83301

FACILITIES USE AGREEMENT

THIS AGREEMENT, made and entered into by and between the Twin Falls School District No. 411 hereinafter called the "Owner", and

Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone \_\_\_\_\_

Hereinafter called "Permittee".

It is understood and agreed as follows: The permittee is hereby granted permission to use Twin Falls School District No. 411 facilities according to the following schedule and in consideration of the following charges:

FACILITY

BUILDING

DAY AND TIME-OF-DAY FACILITY IS TO BE USED

PURPOSE (*If the use is for a speech or presentation, please identify the speaker and the subject matter to be addressed.*)

CHARGES

ADDITIONAL REQUESTS

ARE THERE ANY PARTICULAR SECURITY OR SAFETY CONCERNS THAT RELATE TO THIS USE?

Will admission be charged: Yes \_\_\_\_\_ No \_\_\_\_\_ Estimated number of people: \_\_\_\_\_

Name and address of Liability Insurance carrier

The Permittee agrees that for and in consideration of the use of said premises Permittee will in addition to payment as above outlined:

1. Occupy said premises only as outlined in the agreement.
2. Provide necessary crowd supervision and control, detailed to and pre-approved by the District.
3. Be responsible for any loss of or damage to any loss of its property or its patrons during the event and time period hereinbefore set out.
4. Reimburse the owner for damages to facilities, equipment, and furnishings of the Owner, directly or indirectly attributable to the Permittee on account of the use for which this agreement is made.
5. Indemnify and forever hold harmless the Owner as per attached Building and Facilities waiver of Liability and Indemnity Agreement and identify the District as an additional insured on any applicable policies of insurance.
6. A deposit of one-half (1/2) the use fee (\$100 minimum) will be required.
7. During the course of the facility use, should any safety or security risks arise, such must be immediately communicated to the District, in writing.
8. No weapons (concealed or open carry) are permitted upon school property unless pre-approved in writing by the District or permitted via the very limited exceptions identified in state and/or federal statute, including the requirement of security and crowd supervision which requires pre-approval by the District. Law enforcement is permitted to carry weapons upon school property as provided by Idaho law.
9. It is mutually agreed between the Owner and the Permittee that either party may terminate this agreement upon a twenty-four (24) hour notice prior to the scheduled event. If the District terminates the agreement and revokes use/rental of a district facility, the District shall bear no liability for any cost, fee or loss incurred by the renting party associated with termination of the Agreement or the denial or revocation of use/rental of a District

facility. In such situations, the District's sole liability to the renting/using party shall be limited to a return of any deposit paid to the District pursuant to the use/rental agreement, District Rental/Use of School District Facilities Policy or any other such associated agreement.

IN WITNESS WHEREOF, the parties hereby have set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PERMITTEE:

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
Twin Falls School District No. 411

BY: \_\_\_\_\_  
(Signature of Officer Responsible)

BY: \_\_\_\_\_  
(School District Official)

**CONTRACT FOR USE OF SCHOOL DISTRICT NO. 411  
BUILDINGS AND FACILITIES WAIVER OF  
LIABILITY AND INDEMNITY AGREEMENT  
READ THIS DOCUMENT CAREFULLY - BY SIGNING THIS AGREEMENT, YOU GIVE UP CERTAIN  
RIGHTS AND ASSUME CERTAIN RESPONSIBILITIES**

In addition to the previously entered Facilities Use Agreement, I, \_\_\_\_\_, an agent or officer, acting for and on behalf of

\_\_\_\_\_, for and in consideration of the use  
of the facilities of School District No. 411, located at \_\_\_\_\_, do by this document  
(address of building or facility)

agree, on behalf of myself and the organization which I represent, to indemnify and hold harmless any employee, officer, servant, or agent of School District No. 411, including elected or appointed officials, and persons acting on behalf of School District No. 411 in any official capacity, temporarily or permanently in the service of School District No. 411, whether with or without compensation, from any and all manner of action or actions, cause or causes of action, suits, injuries, or any other claim or demands arising out of the use of any facility of School District No. 411.

**THE UNDERSIGNED FURTHER AGREES**

1. To indemnify and hold harmless School District No. 411, 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 of 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 damage arising out of the organization's use of the facilities of said School District.
2. The undersigned must have minimum liability insurance coverage of \$1,000,000 per occurrence and must identify the District as an additional insured under any applicable policy of insurance.
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 an injury to persons or tangible property, describing the injury or damage to tangible property, stating the time and place of the injury or damage to tangible property, stating the time and place the injury or damage occurred, and stating the names of all persons involved.
5. To reimburse the School District for any damages or losses caused by the organization's use of school facilities, and agrees to promptly pay for said damages.
6. To obtain an individual waiver of liability from each participant of any program that involves the use of any facility of the School District if said waiver of liability is required by the School District.
7. 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.
8. 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 of discharge is sought.
9. This agreement shall be governed by the laws of the State of Idaho.
10. 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.
11. To abide by the terms and provisions of the District's Policy regarding Rental/Use of School District Facilities, see entire policy summarized above at <https://www.tfsd.org/school-board/policy-manual/> as well as the previously entered Facilities Use 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 \_\_\_\_\_, Idaho.

\_\_\_\_\_  
School District Official

\_\_\_\_\_  
Signature of Officer Responsible

Revised 10/10/16  
Revised: 1/8/18  
Revised 10/10/16  
1/8/18  
5/8/23



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.



**Legal Reference:** I.C. § 33-601(5)

Policy History

**ADOPTED:** 12-08-08

EMT

**REVISED:** 8-11-14

See also: 9850P

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.

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. Such persons 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.



**Legal Reference:** §Idaho Code Section 33-512(11)

Policy History

**ADOPTED:** 12/08/08

EMT

**REVISED:** 8/11/14

See also: 4140, 4300P, 4320, and 9500