9000 SERIES—SCHOOL FACILITIES

Use and Disposal of School Property 9100
Key Authorization and Control.....9510
Key Distribution Form.....9510F1
Key Responsibility Acknowledgement Form.....9510F2

Legacy Charter School

SCHOOL FACILITIES **9100**

Use and Disposal of School Property

Conveyance of Property

Within one year prior to conveyance of property, all real and personal property with an estimated value of $1,000 or greater shall be appraised. The 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 according to terms and conditions as determined by the Board. The period of the sale shall not be more than ten years, and with the annual rate of interest on all deferred payments must be at least 7% per annum. The title to all property sold on contract shall be retained in the name of the Charter School until the purchaser makes full payment. 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. The Charter School shall publish notice of the time and the conditions of the sale twice. The Board shall ensure proof of this publishing of notice is retained and as described in IC 33-402 (2) and (3). 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 Charter School can be sold for less than its appraised value. If, thereafter, no satisfactory bid is made and received, the Board may proceed under its own direction to sell and convey the property for the highest price the market will bear.

$500 to Less than $1,000: The Board may sell property, with an estimated value of less than $1,000, without appraisal, by sealed bid or at public auction, provided that there has been at least one published advertisement prior to the sale of said property. 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 Charter School designated by the Board. The designer shall notify the Board prior to disposal of said property.

Donated Property

If real property was donated to the Charter School the Board may, within a period of one year from the time of the appraisal, sell the property without additional advertising or bidding.

Otherwise, the Board must have new appraisals made and again publish notice for bids, as with other property.

Exchange of Property

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

1. Such property is appraised;
2. 1/2 plus one of the members of the full Board determine such conveyance or exchange is in the best interest of the Charter School; and
3. A resolution is passed authorizing such exchange of real and/or personal property to any of the following:

    A. U.S. government;

    B. City;

    C. County;

    D. State of Idaho;

    E. Hospital district;

    F. School district;

    G. Public charter school;

    H. Idaho Housing and Finance Association;

    I. Library district;

    J. Community college district;

    K. Junior college district; or

    L. Recreation district.

Before such exchange, the Board shall have the property appraised by an appraiser certified in the State of Idaho, and shall enter the appraisal in the Board's records. This appraisal shall be used to establish the value of the real or personal property. If the Board finds it is in the School'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 choose not to have the property appraised if it's personal property with an estimated value of 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 Administrator, his or her designee, or the Business Manager will contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

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

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

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

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

Legal References	**Description**
2 CFR § 200.313(e)	Equipment Disposal
2 CFR § 200.439(b)(2)	Equipment and Other Capital Expenditures
IC § 33-402	Notice Requirements
IC § 33-5204	Nonprofit Corporation — Liability — Insurance
IC § 33-601	School Property - Real and Personal Property — Acquisition, Use or Disposal of the Same
IC § 67-2801, et seq.	Purchasing by Political Subdivisions
IC § 74-107(3)	Records Exempt from Disclosure – Trade Secrets, Production Records, Appraisals, Bids, Proprietary Information, Tax Commission, Unclaimed Property, Petroleum Clean Water Trust Fund

Cross References

Policy History:
Adopted on: June 21, 2018
Revised on: November 15, 2018
Revised on: June 20, 2019
Revised on: December 19, 2019
Revised on: September 17, 2020
Revised on: September 19, 2024

Legacy Charter School

School Facilities **9510**

Key Authorization and Control

The School has security measures in place, including locks on school buildings, desks and/or file cabinets, with the purpose of protection of students and personnel as well as the protection of school property, equipment/assets and confidential documentation and information relating to students and personnel.

The Building Administration is responsible for assuring proper keyed locks exist on the school's facilities/buildings, desks and file cabinets. The number of master keys and sub-master keys shall be limited. No key may be produced, duplicated or obtained from any other source other than the Building Administration.

A. Key Assignment:

1. Building Administrators are the only individual(s) authorized to issue keys.
2. Only employees of the school, contracted coaches and contracted vendors may be in receipt of any issued key(s).
3. No key shall be provided to any parent or patron of the school who is not otherwise an employee of the school.
4. No key shall be provided to any staff member until such time as their fingerprint background check has been completed.
5. Keys shall not be provided to any temporary employee.
6. Keys shall be issued only by building administration upon the employee's completion of the Key Distribution Form and Key Responsibility Acknowledgement Form.

B. Key Control:

1. The installation of locks will be the responsibility of the school's Administration. NO employee shall take it upon themselves to key any desk, file cabinet or other property owned by the school. If there is an item of school property that an employee believes should have a keyed lock, the employee shall bring such issue to the attention of the school's administration.
2. Every school key shall have stamped into the metal a unique identification number.
3. Keys will be tracked through the use of such number through a Key Identification List identifying each key by number and to which lock such key relates.
4. The Administration shall be responsible for maintaining a copy of each employee's Key Distribution Form and Key Responsibility Acknowledgement Form with the school's Key identification list.

5. The Administration shall be responsible for obtaining return of issued keys upon an employee's separation from employment.
6. The Administration may make a request for a return of issued keys at the end of the school year, when an employee is reassigned, or when an employee is placed onto a period of leave of absence.
7. The Administration is delegated the authority to request to see any employee's issued keys at any time and is further authorized to revoke authorization of the issuance of any employee's keys, at any time, when the Administration believes such action to be in the best interest of the school.
8. Issued employee keys that are in the possession of the administration and/or have not been issued for employee use shall be stored in a well-controlled key box, located in a locked drawer in the Administration's Office.

C. Employee Responsibility

1. Employees shall only use their individual authorized school key(s) for access to their assigned work areas and should lock file cabinets, desks and or facility doors upon exiting.
2. Employees are responsible for assuring their issued keys are safeguarded from access by any third party including students, parent, patrons or other non-authorized individuals.
3. Employees shall not share their keys or provide their keys to others for use/exchange assigned keys.
4. Employees are responsible for reporting any lost, stolen or broken keys.
5. Employees shall not take it upon themselves to key any desk, file cabinet or other property owned by the school.
6. If any employee has an item of personal property upon the school's property such as a file cabinet for which school records or school documents are stored, the employee is responsible for assuring the school's administration has access to such cabinet to obtain or review school property when necessary.
7. Upon request of a building administrator, the employee is responsible to return immediately all assigned keys to the school's administrator.

D. Lost Keys

1. Employees are responsible for immediately reporting to school administration when any issued key is lost.
2. It shall be at the sole discretion of the building administrator as to whether or not an employee who has lost any issued key(s) will be reissued a new key, whether there will be a charge for any new key(s) issued, if the school's property

needs to be re-keyed and/or if the employee is charged for any re-keying costs associated with lost keys.

E. Broken Keys

1. Employees are responsible for immediately reporting to school administration when any issued key is broken.
2. Broken keys will be replaced without charge to the employee if all broken parts are returned to the school's administration.

F. Re-Keying

1. If any school property must be re-keyed, whether due to periodic security control, the loss of theft of a school key(s) or for other reason deemed appropriate by school administration, it shall be the responsibility of the school's administration, in conjunction with the Board's approval, to make arrangements for re-keying activities and the distribution of new keys to school personnel.
2. If a re-keying is due to an employee losing a key(s) or having a key(s) stolen, the employee may be responsible for re-keying costs.

G. Emergencies and Master Keys

1. The school's administration shall have access to any and all property of the school that has been locked through a key.
2. Private or personal locks on building, classroom doors, cabinets and file cabinets are forbidden.

H. Desk and File Cabinet Keys

1. Any desk drawer, cabinet or file cabinet in which any confidential or personal student or confidential or personal personnel records are maintained must be housed in a locked desk drawer, cabinet or file cabinet.

Policy History:
Adopted on: November 15, 2018

Legacy Charter School **9510F1**

School Facilities

Key Distribution Form

I acknowledge that I have received the key(s) listed below. I understand that it is my responsibility to keep such key(s) safeguarded and stored in a place that will not be accessible by students, unauthorized staff or any individual not employed by the school.

I understand that under no circumstance am I to duplicate the key(s) and/or am I to provide my key to any student, parent, patron or other individual not employed by the school and authorized to have possession of such key.

I am aware that if I lose this/these key(s), and/or if such key(s) is/are stolen, it is my responsibility to immediately report to the Building Administration that such has been lost and/or stolen. With such report, I am to provide information as to the last location and time where I knowingly had such key(s) in my possession.

I understand if my key(s) are lost and/or stolen I may be charged for a replacement key and/or if the situation warrants, a re-keying of school property may be necessary and that the school may look to me to personally cover the cost of such expense. I understand if my key(s) is/are broken I may be charged for a replacement key.

I understand that once my employment ends with the school, it is my responsibility to return immediately any and all keys that I have been issued. Further, upon any request by the Building Administration I will provide the keys that have been issued to me.

I understand that failure to abide by any and all policies and procedures associated with school keys may result in significant penalties.

Identification of each key that was issued to such employee – by key number and access (i.e. Master Key, exterior door key, desk key identification by desk, file cabinet key identified by cabinet number etc.)

Key Number and Identification Purpose	Date Issued	Administrator Initial	Employee Initial

Staff Name (Print) _____
Staff signature: _____
Date: _____

Legacy Charter School **9510F2**

School Facilities

Key Responsibility Acknowledgement Form

I acknowledge that I have read and understand the School's Key Authorization and Control policy and agree to abide by such policy, in full, including but not limited to the following provisions:

- Only authorized persons are allowed to be in possession of any school key, whether for access to the building/facilities, classroom/gym, desks and/or lockers. Authorized persons are only those persons with documentation of authority to possess or control any such key. Authorization is specific to each key issued.
- No person may give his or her key to any unauthorized user for any period of time. Any key(s) found to be in the possession of any unauthorized person shall be confiscated and any person found to have provided a key or a copy of a key to an unauthorized user may be disciplined up to and including possible termination.
- Duplication of any key is strictly prohibited. Each school key shall have a unique identifier number and shall be recorded and tracked associated with such unique identifier number.
- Lost or stolen keys shall immediately be reported to the school's administration. Any lost or stolen key may require re-keying of school property. The school may look to the employee for the costs associated with any required re-keying.
- Key holders agree to refrain from compromising security of the school's property.
- Key holders are required to report to the school's administration any doors or keyed property that is unsecured and/or otherwise in violation of the school's policies.
- Employees must return keys to the building administration immediately upon request and/or upon separation of employment with the school.
- Violation of these requirements and/or any provision of the school's key authorization and control policies and procedure may result in the loss of key privileges and may result in discipline up to and including possible termination.

By signing this form, I _____, agree that I have read and that I understand the School's Key Authorization and Control policy and procedures. I further agree to the terms and conditions set forth in the policy and procedures.
I agree to abide by the School's Key Authorization and Control policies and procedures.

Printed Name: _____
Signature: _____
Date: _____