**Salmon River Joint School District No. 243**

**School Facilities 9409**

Permission to Carry Concealed Firearms on School Grounds

Whereas the number of shootings and violent events on school campuses are increasing each year throughout the United States.

Whereas there is limited police presence in the community of Riggins. The Idaho County Sheriff Office is located in Grangeville, 46 miles away, where response time to an emergency may be an hour or longer.

Whereas it is understood that in the event of a violent act which may result in the use of a firearm the schools would be placed in “lockdown” in accordance to the Districts Crisis Management Plan.

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

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

The following procedures will provide guidance to the Salmon River JSD 243 and personnel for the carrying of firearms and the use of force.

DEFINITION OF TERMS

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

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

SCHOOL PROPERTY: All property owned and operated by the Salmon River JSD 243 may also include, by definition, school activities that are sponsored by the Salmon River JSD 243 and held off-campus in a neutral location.

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

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

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

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

USE OF FORCE

Use of Force policy will be reviewed annually and the district may decide to test staff on their knowledge of the policy.

The Salmon River JSD 243 recognizes that school personnel, especially those engaged in school security activities may be confronted with circumstances where control must be exercised, to restrain individuals who pose harm to themselves or others, to quell disturbances, or to effect protective custody detainment. In most circumstances, and whenever reasonably possible, the decision to use physical force, to gain compliance, will follow verbal persuasion, advisement, or warning.

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

WHEN FORCE MAY BE USED

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

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

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

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

Using reasonable and necessary force to quell a disturbance or prevent an act that threatens physical injury to any person;

* Using reasonable and necessary force to obtain possession of a weapon or other dangerous object within a person’s control;
* Using reasonable and necessary force for the purpose of self-defense or the defense of others;
* Using reasonable and necessary force for the protection of property;
* Using reasonable and necessary force to remove a disruptive student from a  classroom or school premises, motor vehicle or school bus or from school  sponsored activities;
* Using reasonable and necessary force to prevent a person from inflicting harm on  himself or herself;
* Using reasonable and necessary force to protect the safety of others;
* Using incidental, minor or reasonable physical contact designed to maintain order  and control, protect and defend;
* Using reasonable force in physical activities associated with athletics.  When physical force is no longer necessary, it should be discontinued. Action taken after the fact may be in the form of a student conference, referral, suspension, expulsion or civil or criminal court action.  The categories and use of force guidelines are as follows:
* LEVELS

VERBAL COMMUNICATION: The use of verbal skills, to include commands can achieve the desired results in most situations. Proper communication can de-escalate a tense situation and deter the need for a physical intervention.  Use of Force Beyond Verbal Communication Must be Justified.

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

PEPPER SPRAY/FOAM: When an individual or individuals are violent, damaging school property or posing a threat to others, Pepper Spray/Foam may be used in an attempt to de- escalate the threat and to gain compliance. It is assumed that verbal and other less physical measures have been used or deemed inappropriate. Using Pepper Spray/Foam on highly aggressive persons, who could pose a physical threat of injury, may be advisable in lieu of physical force/physical intervention. Anytime the situation is serious enough to require the use of Pepper Spray/Foam, law enforcement will be notified and criminal charges requested.

TEMPORARY INCAPACITATION/TASER: At this level the situation should be so extreme, potentially dangerous, and immediate that for safety reasons it could be necessary to temporarily  incapacitate the individual. This includes all methods of non-deadly force beginning with empty hand up through impact tools or Taser (if authorized). Temporary incapacitation is used to stop an individual from injuring you or others and to gain compliance or alleviate the threat. Anytime the situation is serious enough to require the use of a Taser, law enforcement will be notified for further investigation for possible criminal charges.

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

Any use of force that escalates the behavior of the intended person or any use of force that requires a staff member to place their hands upon a student or adult, other than to escort said person, will require a report to be written and submitted to the superintendent or their designee. The use of force that can be interpreted as assaultive behavior or results in injury, substantial or great bodily harm and possibly death will require a report to be made and mandatory notification of law enforcement for investigation.

Caring for Injured Due to Use of Force

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

District Employee Possession of Firearms and Ammunition

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

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

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

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

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

Process

1. Application:
   1. The employee submits a completed and signed “District Possession of Firearms and Ammunition Application”;
   2. The employee submits a “Letter of Application” stating their motivation for and commitment to participate as a District’s “Concealed Carry” employee. It, also, needs to explain their background and experience with firearms;
2. Preliminary Review Process:
   1. The Board will review the following documents:
      1. “District Possession of Firearms and Ammunition Application”;
      2. “Letter of Application”;
   2. Other factors that the Board may review or consider include, but are not limited to:
      1. Employees’ discipline record;
      2. Employees’ evaluations;
      3. Whether or not the employee is potentially a danger to themselves or others;
      4. Employees’ past and present conduct on and off school grounds;
      5. Employees’ experience with firearms;
   3. The Board will deny or recommend the application to the secondary review process;
3. Secondary Review Process:
   1. Face to Face Board Review:
      1. The applicant will meet with the Board, a representative of the Idaho County Sheriff’s Office and/or a certified trainer, and the Administration;
   2. The Board will deny candidate or recommend the candidate for the initial 40-hour weapon and tactical training;
4. Initial Weapon and Tactical Training:
   1. 40 hours of weapon and tactical training;
   2. Training will be conducted by the Idaho County Sheriff’s Office and/or a certified trainer;
   3. Compensation for initial 40-hour training:
      1. $1,500
         1. $750 to be paid prior to the initial 40-hour training;
         2. $750 to be paid at the completion of the initial 40-hour training;
      2. If the staff member fails to complete the initial 40 training, for any reason, the staff member will reimburse the District the original $750;
   4. At the end of the initial 40-hour training, with the input of the training providers, the Board will either deny or approve the employees request to conceal carry;
5. If approved, prior to bringing a weapon or ammunition onto the District’s property the employee will need to:
   1. Be a lawful holder of a valid and current Enhanced Carrying Concealed Weapons (ECCW) permit issued by the State of Idaho or equivalent;
      1. This ECCW must have no restrictions imposed by the issuing authority;
      2. A photocopy to be placed in the employees’ file;
   2. Have completed any training program required by the District’s workers’ compensation, liability or insurance carrier;
   3. Submit to the District the make, model, and serial number of the weapon that will be concealed carried;
   4. Complete and submit the Districts “Firearms and Ammunition Possession Agreement”;
6. Additional training for the initial year:
   1. Bi-annual weapons qualification;
   2. Minimum of 24 hours of weapon and tactical training;
   3. Training will be conducted by the Idaho County Sheriff’s Office and/or a certified trainer;
   4. The employee will be compensated an additional $1,500;
      1. $750 at the completion of first 12 hours of training;
      2. $750 in June;
7. Each Additional Year:
   1. The employee submits a request to continue to conceal carry on District property;
   2. The Board will review the employee’s request to continue to conceal carry on District property;
      1. The Board will either deny or approve the request;
   3. Annual training if employee is approved to continue to conceal carry on District property;
      1. Bi-annual weapons qualification;
      2. Minimum of 24 hours of weapon and tactical training;
      3. Training will be conducted by the Idaho County Sheriff’s Office and/or a certified trainer;
      4. The employee will be compensated $1,500:
         1. $750 to be paid in December;
         2. $750 to be paid in June;

\*All Training conducted by the Idaho County Sheriff’s Office and/or a certified trainer.

\*\* The District reserves the right to require an additional background check at the sole discretion of the Board for any reason at any time.

District Employee Possession of Firearms and Ammunition “Application”

(To be Reproduced on District Letterhead)

**APPLICATION FOR CONEALED CARRY OF FIREARM AND**

**AMMUNITION ON SCHOOL GROUNDS**

Please complete all sections of this application completely and attach Letter of application. Incomplete applications will not be processed. Return a copy of your completed application to the District Office, care of the Superintendent.

**Section 1: Identifying information:**

|  |  |
| --- | --- |
| Name: | Phone: |
| Title: | SSN: |
| DOB | Idaho Driver’s License Number |
| Home Address: |  |
| Have you ever been convicted, pled guilty or received a withheld judgment for a felony offense? Yes\_\_\_\_No\_\_\_\_ If yes, please explain. | |

**Section 2: Attachment- .**

* Letter of application (please attach to this form)
  + Please explain your motivation for and commitment to participate in Conceal Carry for Salmon River JSD 243.
  + Please explain your background and experience in using firearms.

**Section 3: Acknowledgement**

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

District Employee Possession of Firearms and Ammunition “Possession Agreement”

(To be Reproduced on District Letterhead)

**Salmon River JSD 243**

**Firearms and Ammunition Possession Agreement**

The below information is provided to notify employees regarding the acceptable ways in which firearms may be used and carried on school grounds of the Salmon River JSD 243 (“District”). The District permits, consistent with applicable Federal Law, State Law and District Policy, the use of firearms by responsible employees to protect the District students and staff. The purpose of this Firearms and Ammunition Possession Agreement (“Agreement”) is to provide for the safe and appropriate possession of firearms on school grounds (as defined below)

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

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

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

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

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

The District reserves the right to require an additional background check at the sole discretion of the Board for any reason at any time.

1. Employee Responsibilities

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

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

Permission to carry a firearm and ammunition on school grounds is contingent on the undersigned’s possession of a ECCW.

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

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

1. Restriction on Firearms Possession by District Employees

All firearms (provided by the individual) and ammunition (provided by the individual) must be possessed so that they are fully concealed upon the person at all times and tightly secured to the person’s body. All firearms must be carried in a holster (provided by the individual) worn inside the pants, around the chest/upper body, on the front hip, or in a holster worn at the ankle underneath pants or behind the back and/or be placed in a secured locked gun safe (provided by the district) during the school day (per the individual’s Concealed Carry guidelines). No firearms or ammunition will be left on school grounds when school is not in session. Failure keep the firearm or ammunition concealed, keep the firearm or ammunition in an approved locked safe, or leave a firearm or ammunition on campus when school is not in session will result in disciplinary action which may include immediate termination.

All firearms, ammunition, accessories (holster, etc.,), and gun safes must meet the specifications of, and approval of the Idaho County Sherriff Office and/or the certified trainer,

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

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

Failure to follow any part of the District’s “Carry Concealed Firearms” policy will result in disciplinary action which may include immediate termination.

1. Acknowledgement of Receipt and Agreement

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

Information of Approved Weapon:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Make Model Serial Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

Print Name

1. Board’s Written Permission to Carry Firearm and/or Ammunition

The Board of the Salmon River JSD 243 grants written permission to the following individual, whose name appears on the signature line under Section V – Acknowledgement of Receipt and Agreement, to carry a firearm on the school grounds of Salmon River JSD 243. This grant of permission is conditioned on compliance at all times with all applicable laws, policies, regulations, and the terms of this Agreement. The District reserves the right to revoke this permission at any time.

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Board Chair Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

Policy History

Adopted on: March 20, 2017

Revised on: