

SCHOOL DISTRICT NO. 51 (BOUNDARY)

P O L I C Y

SECTION	TITLE	NO. 5120
STUDENTS	<u>Student Lockers/District Property Search and Seizure</u>	

DATE ADOPTED: June 12, 2007

DATE AMENDED:

The Board is committed to the provision and maintenance of a safe and caring environment in which all learners can achieve academic excellence, personal growth and responsible citizenship.

The Board recognizes that during the course of their attendance in a school, that students require the convenience of a locker for the storage of personal and learning materials and may elect to have a locker assigned by the school. A locker will be assigned to a student only if the student acknowledges the terms of its use in a signed school locker agreement.

The Board believes that students are entitled to be free from unreasonable search and seizure by teachers and school district officials. Lockers will be searched only if the terms of the school locker agreement have been flagrantly disregarded or if reasonable and probable cause exists to believe that the locker contains prohibited materials listed below.

The Board strictly prohibits the possession of materials that are illegal, weapons-related or substances that may be harmful to the safety of others on all school district property and assets. The possession or display of materials which may be demeaning to others is also prohibited.

Where reasonable and probable cause exists with respect to drugs or explosive materials, the school may request the assistance of the RCMP and employ the use of sniffer dogs.

The Board is aware of the delicate balance between the privacy rights of students and its mandated responsibility to provide a safe learning environment.

(Ref. Canadian Criminal Code, Criminal Youth Justice Act, Canadian Charter of Rights and Freedoms)

REGULATIONS

1. School Locker Agreement- Appendix 1

The Board expects that students and parents will be advised at the beginning of each year of the terms of the signed school locker agreement. It is expected that students will adhere to this agreement.

2. Random Searches

The Board will not condone random locker searches.

2.1. Any locker search will be conducted at anytime if circumstances are deemed necessary.

3. Sniffer Dogs

3.1. The use of sniffer dogs will be employed only in response to a specific and serious concern about drugs or other prohibited materials being in the school and not for deterrent purposes.

3.2. The use of sniffer dogs will be confined to the school hallways and classrooms.

3.3. Sniffer dogs will not be used to sniff students or student backpacks on a random basis, unless the backpack is unattended.

3.4. Students will be advised of a sniffer dog search prior to its occurrence and should be made in a minimally intrusive way so as not to impact the school learning environment.

4. Effectiveness of the search

In the case of a positive identification of the presence of prohibited items, the administrator in the presence of the RCMP dog handler will remove the student lock and relock the lock with a school lock. The locker will not be opened or searched.

4.1. The student and parent will be notified and the locker will be reopened in their presence with two administrators in attendance.

5. Maintenance of Records

The school will maintain a record pertaining to the search of lockers and the use of sniffer dogs. The record should be inclusive of dates, evidence found, circumstances causing the search and attendees.

5.1. The record will be sent to the Superintendent of Schools each month as part of the school's monthly administrative report.



SCHOOL DISTRICT NO. 51 (BOUNDARY) SCHOOL LOCKER AGREEMENT

WAIVER

I _____ understand and acknowledge that the locker assigned to _____ may be subject to inspection by School Authorities, who may conscript the services of the RCMP and/or the RCMP dog unit in the inspection of said locker.

I understand that lockers are provided for the convenience of students in the course of their studies and understand that in accordance with Board Policy and Regulations, narcotics, illegal materials, stolen items, weapons or other materials detrimental to the safety of the school are strictly prohibited.

I understand that this waiver will be in effect for the duration of my son/daughter's enrolment at (name of school).

Signed:

Parent/Guardian

Student

Date: D/M/Y

Locker Number Assigned