

# Policy Review Committee

June 3, 2013, 12:45 PM

Conference Room C, Borough Building

## AGENDA

### Approval of notes from Policy Meeting of May 6, 2013

### Review of Policies for Updating

- *AR 1330 Use of School Facilities and Properties* . . . . . **2**
  - This was discussed in the May 6, 2013 Worksession and was held for further discussion by the Committee.
  - Attached are copies of
    - *Agreement for Joint Use of Equipment and Facilities* from the City of Homer . . . . **10**
    - City of Homer Resolution 12-061 . . . . . **13**
    - Building Use Agreements Flow Chart . . . . . **14**
    - Memo from Julie Cisco re Hints for Completing Building Use Applications and Certificates of Insurance . . . . . **15**
    - SAMPLE of E 1330(a) Room/Building Use Application . . . . . **16**
  
- *BP 5138 Student Possessions & Use of Personal Electronic Devices, Including Cellular Phones (NEW)* . . . . . **20**
  - This is a new policy for KPBSD, based on the AASB policy.
  - At your request, attached are copies of policies from other school districts . . . . . **23**
  
- *BP 6172 Special Education* . . . . . **34**
  - This policy has been updated by AASB to change timing per 4 AAC 52.115

**Board Policy Review Committee Meeting Notes**  
**Seward High Library**  
**Meeting Notes**

**Date/Time:** May 6, 2013

<b>Members:</b>	Sunni Hilts - Present	<b>Guests:</b>
	Dave Jones – Present	Sean Dusek - Absent
	Sarge Truesdell - Absent	John O’Brien – Present
	Lynn Hohl – Present	Penny Vadla – Present
	Sammy Crawford – Present	Tim Navarre - Present
	Steve Atwater - Present	
	Mari Auxier (Secretary) -Absent	

**Approval of Notes:** The notes from April 1, 2013 meeting were approved.

**Review of Policies**

- *BP 5138 Student Possessions & Use of Personal Electronic Devices (NEW)*
  - Conditions of use – suggest “with their approval” under first bullet with reference to teacher’s knowledge and approval
  - Add something regarding use of phones as cameras: “No cameras will be in locker rooms or bathrooms.”
  - Concern about integration (one class to another)
  - Mrs. Hilts would like to see examples from other schools (in and outside Alaska)
  - Parent Student Handbook consequences of this policy (phones returned to parent vs to students)
- *AR 5125 Student Records*
  - Recommended changes from AASB
  - No further comment from committee members
- *BP and AR 3541.1 School Related Trips/AR 6153 School Sponsored Trips*
  - Clarify students may not be transported in 9-15 passenger van due to safety reasons. This is a dangerous vehicle without sidewall or rollover protection. Removing seats doesn’t work and doesn’t change the lack of safety features of the van. Kids with luggage can cause tip overs of 9-15 passenger vans.

**USE OF SCHOOL FACILITIES AND PROPERTIES**

**Conditions of Use**

1. Sponsoring organizations shall provide competent adult supervision agreed upon at the time the request for facility use is submitted. Principals are program supervisors and shall not be called upon to supervise activities of other groups.
2. Applicants shall supply any special supervision, determined necessary by the principal.
3. Smoking is prohibited.
- ~~4.~~ Alcoholic beverages/illegal or illicit drugs are not permitted in school facilities or on school property at any time.
- ~~4.5.~~ Obscenity is prohibited.
- ~~5.6.~~ Firearms or other deadly or defensive weapons, as defined in AS 11.81.900(b) (16) and (19), are not permitted in school facilities or on school property without the advance approval of written permission of the Superintendent on E 1330c Application for Community Possession of Firearms
- ~~6.7.~~ Installation of equipment, alteration of existing building facilities, use of materials that affect the condition of floors, walls or other building parts may not be undertaken without specific approval of the principal.
- ~~7.8.~~ Groups or organizations using the facilities shall assume all responsibility for the collection of admission fees, taxes, or other fees in connection with their programs unless prior arrangements have been made with the principal.
- ~~8.9.~~ Advertising or sales of merchandise and printed matter, except that incidental to the program, is forbidden on school grounds.
- ~~9.10.~~ \_\_\_\_\_ Evening activities and programs shall be concluded thirty (30) minutes prior to the close of the second shift custodian work day and buildings shall be vacated by the close of the second shift custodian's work day unless prior approval has been granted by the principal.
- ~~10.11.~~ \_\_\_\_\_ Rental agreements are not transferable.

**USE OF SCHOOL FACILITIES AND PROPERTIES** (continued)

- ~~11.12.~~ Rental fees shall be determined in advance. Custodian, or other service charges, may be assessed at the conclusion of the activity according to the level of service provided.
- ~~12.13.~~ Seating, other special equipment, or facilities arrangements shall be made at the time the rental agreement is issued. Extra compensation shall be paid to cover costs for supervision, transferring equipment, setting up equipment in the building, or other services.
- ~~13.14.~~ Fire and safety regulations shall be observed.
- ~~14.15.~~ Lunchroom facilities may be used by students, parents, and teachers organizations for the purpose of preparing and/or serving meals prepared by the cafeteria staff. Groups not desiring to use the kitchen facilities for food preparation may opt to rent commons, cafeteria, or gymnasium facilities, and have meals catered with permission of the building principal. Cafeteria staff must be present to supervise use of food preparation equipment in kitchen facilities.
- ~~15.16.~~ The District reserves the right to cancel an *E 1330a Room/Building Use Application* if such action is deemed necessary and in the best interest of the District. In the event of such revocation or cancellation, the District will refund any advance payment made and there shall be no claim or right to damages or expenses on the part of the permittee.
- ~~16.17.~~ The District is not responsible for loss or damage to personal property by individuals or groups.
- ~~17.18.~~ The District may require a hold harmless agreement (when appropriate) and a certificate of insurance.
- ~~18.19.~~ Violation of these rules or regulations shall restrict subsequent facility use agreement.

**Application Procedure**

1. ~~School facilities use applications~~ *E 1330(a) Room/Building Use Application* shall be filed with the principal at least ten (10) days prior to the date when facilities are to be used.

**USE OF SCHOOL FACILITIES AND PROPERTIES** (continued)

2. School completes application, including all applicable fees and administrator signs.
3. School sends application to Risk Management Office along with Certificates of Insurance.
4. Risk Management reviews and forwards to the Assistant Superintendent of Instructional Services.
5. Assistant Superintendent approves, signs and sends back to school.
6. School notifies applicant, collects fees and schedules event.
- ~~2. One (1) copy of the approved *E 1330a Room/Building Use Application* will be retained at the school, one (1) copy will be returned to the requesting party, if appropriate.~~
- ~~3. Rental, labor, or other charges assessed shall be itemized on the report of building use form and one (1) copy submitted to the school, one (1) copy to the party making the request. The principal will be responsible for collecting all charges for rental, labor, supplies, damages, or other fees.~~

**Priority Use of Facilities**

The following groups have priority for use of school facilities in the following order:

1. BOARD APPROVED PROGRAMS such as Parent Advisory Committees (PACs), site councils, PTAs, band and orchestra parents, Community School classes/activities, drama and other school clubs shall be allowed rent-free use of school facilities for meetings or activities. Fees may be charged for technical or special services. Requests shall be submitted to the principal.
2. YOUTH PROGRAMS such as Campfire, Boy/Girl Scouts, to include private educational organizations shall be allowed rent-free use of school facilities for meetings or activities. Fees shall include a scheduling charge per request and may include custodial, technical, and special service charges whenever use occurs outside of regular custodial hours. Requests shall be submitted to the principal on *E 1330a Room/Building Use Application*.
3. NONPROFIT GROUPS, civic/charitable organizations whose purpose is to improve community welfare and whose receipts are expended for community welfare shall be allowed use of school facilities at no cost to the District.

**USE OF SCHOOL FACILITIES AND PROPERTIES** (continued)

Scheduling and custodial fees must be paid by the group. Requests shall be submitted to the principal.

4. GOVERNMENTAL GROUPS (i.e. city, borough, state agencies) conducting civic business shall be allowed use of school facilities at no cost to the District. Custodial fees must be paid by the group whenever use occurs outside of regular custodial hours. Requests shall be submitted to the principal.
5. BASIC GROUPS – All groups that do not meet the criteria of 1, 2, 3, 4 or 6.
6. PRIVATE, FOR PROFIT COMMERCIAL GROUPS.

**Fees**

Scheduling fee (used when other fees not applied) \$15 for priority Use Categories 2 and 3.

<u>Facility Use</u> <sup>1</sup>	<u>Standard Rental</u> <sup>2</sup>	<u>Commercial Rental</u> <sup>3</sup>
Classrooms–regular	\$15.00/hour	\$25.00/hour
Classrooms–specialized <sup>4</sup>	20.00/hour	35.00/hour
Gymnasium	30.00/hour	55.00/hour
Kitchens <sup>5</sup>	20.00/hour	35.00/hour
Dining Areas	20.00/hour	35.00/hour
Swimming Pools (includes life guard)	*20.00/hour	45.00/hour

\*Private party rental of the swimming pool is \$35.00/hour and includes a life guard.

1. Additional fees may be charged for technical services and special equipment such as projectors, projector operators, special custodial services, building supervision, set up and removal of chairs or bleachers.
2. Standard Rental rate shall apply to churches, clubs, restricted membership organizations, political, and business groups. Scheduling and custodial fees must be paid by the group. Requests shall be submitted to the principal.

**USE OF SCHOOL FACILITIES AND PROPERTIES** (continued)

3. Commercial Rental rates shall apply to (1) any activity that profits an individual or organization (2) any activity where the gate receipts or donations are to be used for partisan political activities including political education (3) any activity whenever admission is charged. Scheduling and custodial fees must be paid by the group. Requests shall be submitted to the principal.
4. Specialized Rooms include: home ec., music, art, rehearsal, Little Theater, multipurpose rooms, and small gyms.
5. Kitchen use must include additional payment for food service personnel.

**Theater/Auditorium**

The District welcomes use of the school theater/auditorium facilities for presentation of performances for community enjoyment with the understanding that school functions have first call upon facilities. Theater/auditorium use inquiries must be made to the theater manager.

An *E 1330(a) Room/Building Use Application* must be approved by the principal and the theater manager prior to use.

An annual schedule of theater events will be made in September for the following school year. A minimum of thirty (30) days is necessary to schedule an event and permits are issued on a first come, first served basis.

No person may use theater equipment without authorization, and only trained personnel may operate theater equipment. Special lighting or sound equipment requests should be identified on the application when submitted. Unforeseen needs may be accommodated with theater manager approval.

It is forbidden to change, cut, knock out, remove, or in any way alter or modify the basic building structure including the stage floor, proscenium, apron, ramp, doors and walls without theater manager permission. This includes curtains and valance, teasers, stage microphone pickup, doorbell, piping for mounting stage lights, fire extinguishers, work lights, curtain rods, pulley and rope, intercom system, or breezeway stair railing. No special wiring may be added or existing wiring removed, relocated, or modified for any special effects. This applies to any and all wiring on stage, in the light booth, or other location within the building complex.

Use of school facilities permits will be limited to the theater/auditorium dressing room on the dates and times requested. All user groups are subject to the rules as outlined by the *E 1330 Room/Building Use Application*.

**USE OF SCHOOL FACILITIES AND PROPERTIES** (continued)

Theater rules prohibit:

1. food, drinks, gum, smoking, obscenity, feet on the furniture;
2. tampering with switches, equipment, or property;
3. issue of keys to non-school personnel;
4. loan of school property critical to the operation of the theater/auditorium;
5. animals in the theater, unless they are essential to a performance and approved by the theater manager.
6. activity in violation of School Board policy, local, state, or federal law where applicable.

*cf. 3515 Access and Keys*

*cf. 5131.62 Tobacco*

Three theater use categories determine fee charges.

**Category I** – School Use. Priority is given to School District programs including Kenai Peninsula College courses. In order to qualify for this use category, Kenai Peninsula College must charge tuition and give credits to all participants in the course.

FEES: No rental charges. Custodial, technical and utility charges as required or necessary.

**Category II** – Non-profit organizations. Includes groups or organizations operated to benefit school-age youth (e.g. Teen Center, Boy Scouts, Campfire) or non-profit organizations whose net proceeds are used for cultural, charitable, educational, non-partisan political activities and have received a letter of exemption from the IRS; any city, borough, state, federal activities; adult organizations not conducting Category III commercial ventures. All commercial concerts, whether they are sponsored by a non-profit organization or not, do not qualify under this category. Non-profit groups are subject to the rules and regulations as outlined in the Basic Provisions Agreement.

FEES: \$300 per performance, \$75 per rehearsal, plus custodial and technical charges as required or necessary. A rehearsal period is four hours in length, an additional charge will be assessed to all groups that exceed the allotted rehearsal period.



**USE OF SCHOOL FACILITIES AND PROPERTIES** (continued)

**Category III** – Commercial Use. (1) any activity that profits an individual or organization, agent or promoter eligible for fees or reimbursement, or (2) any activity where the gate receipts or donations are to be used for partisan political activities including political education. All commercial concerts fall into this category. The District reserves the right to deny a permit to a sponsor if the sponsor has previously failed to comply with District policies, rules or regulations or cannot demonstrate adequate experience or ability to successfully promote and produce a public performance in District facilities.

**FEES:** Theater managers determine the rate within the following range. \$1000-\$1500 per performance in theater/auditoriums with 600 or more seats; \$500-\$750 per performance in theater/auditoriums with less than 600 seats; and custodial and additional technical personnel charges as may be required or necessary. Rehearsal fee will be \$100. A rehearsal period is four hours in length. An additional charge of \$30/hour will be assessed to groups that exceed the allotted rehearsal period. A custodial charge of \$30/hour will be charged to all groups.

**Deposits in Advance**

Category II users shall pay a damage deposit of \$300 not later than two (2) weeks prior to opening night. This deposit will be refunded when it is determined that no damage occurred in all areas used by the applicant. In the event of damage, applicant liability is not limited. If the user cancels after contracts are signed the user shall forfeit the deposit fee.

Category III use of school facilities requests must be submitted four (4) weeks in advance and accompanied by a non-refundable \$300 deposit per performance that shall be considered a portion of the total use fee. Category III users shall pay a damage deposit of \$300 not later than two (2) weeks prior to opening night. This deposit will be refunded when it is determined that no damage occurred in all areas used by the applicant. In the event of damage, applicant liability is not limited. If the user cancels after contracts are signed the user shall forfeit the deposit fee.

**USE OF SCHOOL FACILITIES AND PROPERTIES** (continued)

The applicant/lessee agrees to assume the risk of liability for damages because of bodily injury or property damage to any person or entity arising out of the use of the premises, and it agrees to indemnify, defend, and hold the School District harmless from any claims, demands, or suits by any person or entity arising out of that use, unless the liability is on account of the District's sole negligence. The applicant further agrees to provide the District with a certificate of insurance naming the District as an additional insured, unless the Superintendent waives this requirement in writing. All parties to this agreement shall be subject to all provisions of the administrative rules and regulations governing community use of school facilities.

*Legal Reference:**ALASKA STATUTES**18.35.300 - 18.35.330 Health nuisances (smoking)*

## AGREEMENT FOR JOINT USE OF EQUIPMENT AND FACILITIES

THIS AGREEMENT, made this 1<sup>st</sup> day of July, 2012, is between the Kenai Peninsula Borough School District, hereinafter referred to as "District" and the City of Homer, Alaska, hereinafter referred to as "City".

WHEREAS, the District and the City share common goals to provide opportunities and activities for the physical, mental and cultural development of their respective client groups through the Community Recreation Program, and

WHEREAS, the benefits from limited financial resources can be maximized by the District and the City working together to provide facilities and programs to achieve their common goals.

NOW, THEREFORE, WITNESSETH:

In consideration of the premises and agreements contained herein, the parties hereto agree as follows:

1. **CITY OF HOMER-COMMUNITY RECREATION PROGRAM.** The City agrees to provide year-round educational and recreational programs among children, youth, young adults and adults in various sports, special events, hobbies, educational and other recreational activities known as the Community Recreation Program. Recognizing that this program uses school buildings and equipment, the extent, content, and management of the program shall be decided by the City with guidance and advice provided by the District and the Homer Middle School and Homer High School principals. Use of Homer High and Homer Middle Schools and equipment for this program is subject to the advance approval of the appropriate District administrator(s) who are responsible for such buildings and equipment.
2. **COMMUNITY RECREATION PROGRAM CONTENT.** This program is comprised of the following:
  - a. Community Recreation Program classes; and
  - b. Scheduled gym activities such as basketball and volleyball; and
  - c. Periodic special events held in the school's theater, such as film festivals and musical performances, etc. (limit - 1 per semester)
3. **PERSONNEL.** The City of Homer shall hire qualified personnel to organize, supervise, direct and implement the educational and recreational program services and help ensure building security. Such personnel shall be located in the schools. The Recreation Program Coordinator will work under the supervision of the City Manager, or his designee, and both the Coordinator and City Manager shall ensure that all activities of the Coordinator are done in cooperation with the District and the Homer Middle School and Homer High School principals, and in accordance with the provisions of this agreement and school board policy. All personnel employed with the Community Recreation Program shall be employees of the City of Homer and the personnel regulations and evaluation procedures of the City shall apply.
4. **TERM.** This Agreement is effective for a term commencing July 1, 2012, and ending on June 30, 2014, unless terminated earlier pursuant to paragraph 12 of this Agreement, or unless extended as hereinafter provided in paragraph 5.
5. **RENEWAL.** This Agreement may be extended on a year-by-year basis by mutual written agreement of the parties.
6. **THE MANAGEMENT COMMITTEE.** The District will form a Management Committee consisting of Homer Middle School and Homer High School Principals and the Homer High School Athletic/Activities Director. The Management Committee will meet quarterly with the City Manager or his/her designee and the Recreation Program Coordinator. At quarterly meetings the City will submit for review by the Management Committee a written and oral narrative of the programs and activities conducted during the previous quarter and those planned for the future. The District retains the right to review the proposed programs and activities and make suggestions concerning same, and to reject proposals that are inconsistent with district policies or applicable law related to the use of district facilities and equipment by the public. Reasonable progress reports shall be made by the Coordinator upon request in addition to the reports provided during the quarterly meetings.

7. **USE OF FACILITIES.** The District agrees to make its facilities at Homer Middle and Homer High Schools available for use by the Recreation Program subject to the terms and conditions of this agreement and applicable District policies. The District will be responsible for building and grounds maintenance, utilities to include water, sewer, electricity, and heating fuel, provided that the Recreation Coordinator shall promptly notify the District and building administrator of any damage done to District facilities by either the Recreation Program instructors or participants, or otherwise observed by the Coordinator.

Except as otherwise agreed herein, the District agrees to make the above mentioned public school facilities available for education/recreation program activities according to the stipulations of BP 1330, Use of School Facilities and Properties, with the provision that preference in the scheduling of them shall be given to the organized activities of the Kenai Peninsula Borough Schools. For those activities requiring the use of the high school's swimming pool the building use form will be utilized and the appropriate fees assessed according to BP 1330 on a case by case basis. No later than April 30 of each contract year, the City agrees to pay to the District technical fees charged to the City for the use of the Mariner Theater and an annual fee of six thousand (6,000) dollars for custodial services and supplies that are used by the Recreation Program with exception of any mutually agreed upon in-kind service between the District and City as stated in paragraph 8. Should a scheduling conflict arise, the appropriate principal shall give the Recreation Program Coordinator at least one week notice when possible. The Homer High School and Homer Middle School principals will consult with the Recreation Program Coordinator prior to booking private rentals within the facilities and fields (with the exception of the theater and pool) to avoid potential scheduling conflicts.

As circumstances allow, the District agrees to provide the Recreation Coordinator with office space, use of copier, and office supplies provided that the Coordinator may not use District office supplies other than those provided to the Coordinator by the District, or the copier for more than 150 copies per month, without first obtaining advance approval of the building administrator. The City shall promptly reimburse the District for any unauthorized costs incurred by the Coordinator.

The Recreation Coordinator will be responsible for building security when activities are held after hours or they are the sole occupants of the school. The Recreation Coordinator will not be responsible for security in areas where District events are concurrently running or activities of groups not associated with Community Recreation are being held.

The Recreation Coordinator is not authorized by this agreement to schedule any events or programs that are not part of the Recreation Program and is prohibited from using the school district facilities, equipment, computer, copier, office space or supplies in any way to schedule any such events or programs. Further, the Coordinator and Recreation Program are not authorized to expand their program offerings in school district facilities beyond the scope of the present status quo for the duration of this agreement without the written consent of all parties involved.

8. **IN-KIND SERVICE.** Should the District determine it necessary to request the City to provide snow removal for the Homer High School upper and lower fields and the Homer Middle School football field, the pre-determined costs mutually agreed upon by the City and HHS administration for this "in-kind" service will reduce the \$6,000 annual fee in the same amount as the total costs of the in-kind service. The District's "hold harmless" statement in paragraph 10 applies to any in-kind service provided by the City.
9. **FISCAL AGENT.** The City of Homer shall act as the sole fiscal agent for the conduct of the Recreation Program Coordinator position in Homer.
10. **HOLD HARMLESS.** The City shall hold harmless the Kenai Peninsula Borough School District and its officers, directors and employees from and against any and all damages, losses, claims, lawsuits, or liability, including attorney's fees and costs, of every kind arising out of loss, damages, whether tangible or intangible, or injury, including death, to persons or property sustained by the District, its employees and its volunteers, or any or all of them, from any cause arising out of or in the course of or in connection with its negligent use of District facilities, equipment and supplies and the performance or negligent performance of both its obligations and those of the Coordinator under this agreement, subject to the appropriation and availability of funds.

The District shall hold harmless the City of Homer and its officers and employees from and against any and all damages, losses, claims, lawsuits, or liability, including attorney's fees and costs, of every kind arising out of loss, damage, or injury, including death, to persons or property sustained by the District, its employees and its volunteers, or any or all of them, from any cause arising out of or in the course of the District's performance or negligent performance of its obligations under this agreement, subject to the appropriation and availability of funds.

11. **INSURANCE.** The District will maintain comprehensive general liability insurance for claims arising against the activities of the District pursuant to this agreement. The City will maintain comprehensive general liability insurance for claims arising against the City concerning the Recreation Program pursuant to this agreement.
12. **EQUIPMENT.** The District has various equipment and supplies used in the conduct of its programs that may, upon request and approval, be made available to facilitate and support the provision of recreational and educational programs conducted under this agreement. It is understood by both the District and City that equipment or supplies traditionally provided to the Recreation Program will continue to be made available. The Recreation Program agrees to repair or replace any equipment that may be damaged while in their use or care.
13. **TERMINATION.** Either party may terminate this Agreement in whole or in part at any time without cause by giving written notice to the other party of such termination at least thirty (30) days before the effective date of such termination.
14. **AMENDMENT.** This Agreement may be amended only by a written document executed by the parties.
15. **AUTHORIZED AGENTS.** The individuals authorized to act as the agents on behalf of the parties to this agreement are:

KENAI PENINSULA BOROUGH SCHOOL DISTRICT  
 Dave Jones, Assistant Superintendent  
 148 North Binkley Street  
 Soldotna, Alaska 99669  
 907-714-8888

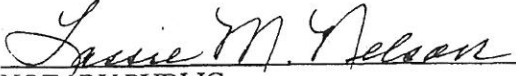
CITY OF HOMER  
 Walt Wrede, City Manager  
 491 East Pioneer Ave.  
 Homer, Alaska 99603  
 907-235-8121

The parties do hereby set their hands and seals on the dates provided below.

  
 \_\_\_\_\_  
 DAVE JONES

STATE OF ALASKA )  
 ) ss  
 THIRD JUDICIAL DISTRICT )

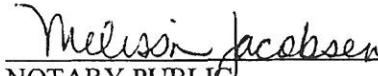
SUBSCRIBED AND SWORN TO before me  
 this 19 day of June, 2012.

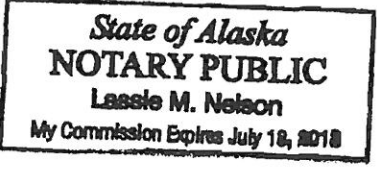
  
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 NOTARY PUBLIC  
 My Commission Expires: 7/18/13

  
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 WALT WREDE

STATE OF ALASKA )  
 ) ss  
 THIRD JUDICIAL DISTRICT )

SUBSCRIBED AND SWORN TO before me  
 this 26<sup>th</sup> day of June, 2012.

  
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 NOTARY PUBLIC  
 My Commission Expires: 9/8/12



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**CITY OF HOMER  
HOMER, ALASKA**

City Manager

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**RESOLUTION 12-061**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, APPROVING THE KENAI PENINSULA BOROUGH SCHOOL DISTRICT AGREEMENT FOR JOINT USE OF EQUIPMENT AND FACILITIES FOR THE PERIOD JULY 1, 2012 THROUGH JUNE 30, 2014, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, The Kenai Peninsula School District and the City of Homer share common goals to provide opportunities and activities for the physical, mental and cultural development of the citizens of Homer through the City Community Recreation Program; and

WHEREAS, The benefits from limited financial resources can be maximized by the District and the City working together to provide facilities and programs to achieve their common goals; and

WHEREAS, The City and the District have agreed that the best way to maximize resources and achieve common goals is for the City to offer year-round educational and recreational programs for youth and adults through the Community Recreation Program and for the District to provide use of District equipment and facilities; and

WHEREAS, The District and the City have agreed to a draft Agreement for Joint Use of Equipment and Facilities for the period July 1, 2012 through June 30, 2014.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby approves the Kenai Peninsula Borough School District Agreement for Joint Use of Equipment and Facilities for the period July 1, 2012 through June 30, 2014, a copy of which is attached and incorporated herein, and authorizes the City Manger to execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 25<sup>th</sup> day of June, 2012.

CITY OF HOMER

  
JAMES C. HORNADAY, MAYOR

# BUILDING USE AGREEMENTS FLOW CHART

Contacts: Dave Jones, Assistant Superintendent 714-8838, [davejones@kpbsd.k12.ak.us](mailto:davejones@kpbsd.k12.ak.us)  
Julie Cisco, Risk Manager, 714-2351, [JCisco@kpbsd.k12.ak.us](mailto:JCisco@kpbsd.k12.ak.us)





## KENAI PENINSULA BOROUGH AND SCHOOL DISTRICT

Risk Management Office  
144 N. Binkley Street, Soldotna, Alaska 99669  
(907) 714-2350 phone (907) 714-2384 fax



**MIKE NAVARRE**  
**BOROUGH MAYOR**

DATE: April 16, 2013  
TO: District facilities  
FROM: Julie Cisco, Risk Manager *Julie Cisco*  
RE: Hints for completing Building Use Applications and Certificates of Insurance

Please see the highlighted areas on the samples. First, all applications must either have Yes or No checked for the Concussion Requirements. If Yes, then the applicant must provide proof of the concussion training.

Page two shows the type and amount of insurance the District requires, along with the requirement to name the District as an additional insured.

Page three outlines the process.

On the certificate of insurance:

The "INSURED" must be the applicant. If it is not, there must be proof from the insured that the applicant is covered under their insurance. I.e., Boys & Girls Clubs provides a blanket Certificate of Insurance naming the District, and then provides a separate list of individuals who are covered under that insurance. We check the list to make sure the applicant is covered before sending to the Assistant Superintendent for approval.

The "ADDL INSR" box must be checked.

The POLICY EXP date must be after the date of the event.

The EACH OCCURRENCE limit must be at least \$1,000,000.

In the DESCRIPTION OF OPERATIONS box, the language highlighted must be provided.

The CERTIFICATE HOLDER must be Kenai Peninsula Borough School District.

Amy Garza or myself are always available to assist. My direct line is 714-2351, cell 398-4156 and email [jcisco@kpbsd.k12.ak.us](mailto:jcisco@kpbsd.k12.ak.us). Amy is at 714-2352, [agarza@borough.kenai.ak.us](mailto:agarza@borough.kenai.ak.us)

We are here to help!



SAMPLE

**Room/Building Use Application**

School \_\_\_\_\_ Room Name, No., Etc. \_\_\_\_\_ Date(s) of Activity \_\_\_\_\_  
 \_\_\_\_\_ Age(s) of group \_\_\_\_\_ Admission  will,  will not, be charged.  
 (Day of Week)  
 From: \_\_\_\_\_ to \_\_\_\_\_ Approximate number of people using the facility \_\_\_\_\_  
 (Include time to setup & take-down)

Purpose for Which Facility Will be Used \_\_\_\_\_ Organization \_\_\_\_\_

I have read and agree to the Instructions, and Conditions of Use. If using auditorium, I have also read and agree to AR 1330.

Certificate of Insurance is attached.

Person-In-Charge \_\_\_\_\_ Signature of Applicant \_\_\_\_\_

Mailing Address \_\_\_\_\_ Phone \_\_\_\_\_

AS 14.30.143 Concussion Requirements:  
 Is this building/facility usage related to a nonprofit youth organization providing an opportunity to participate in sports or other recreational activities that could result in a concussion?  Yes,  No  
 If so, has the organization provided the District written verification of  
 (A) A valid insurance policy covering the injury or death in an amount not less than \$50,000 for each person and \$100,000 for each incident;  
 (B) Compliance with the protocol for prevention and reporting of concussions required in AS 14.30.142.

See AR1330 for fee information.  
 A room/building use fee  will,  will not, be charged. Amount \$ \_\_\_\_\_  
 A custodial fee  will,  will not, be charged. Amount \$ \_\_\_\_\_ per hour plus overtime  
 A technical fee  will,  will not, be charged. Amount \$ \_\_\_\_\_  
 TOTAL \$ \_\_\_\_\_

Additional conditions/comments: \_\_\_\_\_

Approval of Local School Administrator \_\_\_\_\_ Date \_\_\_\_\_

Approval of Assistant Superintendent, Instructional Support \_\_\_\_\_ Date \_\_\_\_\_

COPY: School, Applicant, District Office

**Instructions**

This application must be presented to the local building administrator ten (10) days prior to the date facilities are to be used. If approved, one copy will be retained at the school, and one copy will be returned to the party making the request.

Where charges for room/building use apply, scheduling or rental fees will be charged according to rates established by the Board of Education. Cost of custodial or other services will be assessed at the conclusion of the activity according to the level of service provided. Such charges will be itemized on this form with one copy retained at the school and one copy sent to the party making the request. All scheduling, rental and/or custodial fees will be paid to the local school. No fees are charged for school-sponsored programs and activities, parent advisory committees (PAC's), site councils or PTA groups.

All applicants are responsible for adult supervision, cleanup and building security. Therefore, a mutually satisfactory agreement must be reached with the local building administrator or the custodian for this type of service prior to the start of such activities. If the applicant/permittee seeks to use school premises outside of normal school attendance hours for a community function, the applicant/permittee acknowledges that no school staff will be on duty unless the applicant arranges for a specific staff service in advance. The applicant/permittee agrees that it is responsible for adult supervision, interior cleanup, building security, and exterior maintenance of the sidewalks or walkways, including snow/

ice removal and application of traction control. The applicant/permittee further agrees that it is subject to all provisions of the administrative rules and regulations governing the community use of school facilities.

The applicant/permittee agrees to assume the risk of liability for damages because of bodily injury or property damage to any person or entity arising out of the use of the premises, and it agrees to indemnify, defend, and hold the School District harmless from any claims, demands, or suits by any person or entity arising out of that use, unless the liability is on account of the District's sole negligence. The applicant/permittee further agrees to provide the District with a certificate of insurance showing minimum General Liability limit of \$1,000,000 per occurrence and naming the District as an additional insured, unless the District waives this requirement in writing. Applicant/permittee shall be subject to all provisions of the administrative rules and regulations governing community use of school facilities.

#### **Conditions of Use**

1. Sponsoring organizations shall provide competent adult supervision agreed upon at the time the request for facility use is submitted. Principals are program supervisors and shall not be called upon to supervise activities of other groups.
2. Applicants shall supply any special supervision, determined necessary by the principal.
3. Smoking is prohibited.
4. Alcoholic beverages/illegal or illicit drugs are not permitted in school facilities or on school property at any time.
5. Obscenity is prohibited.
6. Firearms or other deadly or defensive weapons, as defined in AS 11.81.900(b) (16) and (19), are not permitted in school facilities or on school property without the express written permission of the Superintendent.
7. Installation of equipment, alteration of existing building facilities, use of materials that affect the condition of floors, walls or other building parts may not be undertaken without specific approval of the principal.
8. Groups or organizations using the facilities shall assume all responsibility for the collection of admission fees, taxes, or other fees in connection with their programs unless prior arrangements have been made with the principal.
9. Advertising or sales of merchandise and printed matter, except that incidental to the program, is forbidden on school grounds.
10. Evening activities and programs shall be concluded thirty (30) minutes prior to the close of the second shift custodian work day and buildings shall be vacated by the close of the second shift custodian's work day unless prior approval has been granted by the principal.
11. Rental agreements are not transferable.
12. Rental fees shall be determined in advance. Custodian, or other service charges, may be assessed at the conclusion of the activity according to the level of service provided.
13. Seating, other special equipment, or facilities arrangements shall be made at the time the rental agreement is issued. Extra compensation shall be paid to cover costs for supervision, transferring equipment, setting up equipment in the building, or other services.
14. Fire and safety regulations shall be observed.
15. Lunchroom facilities may be used by students, parents, and teachers organizations for the purpose of preparing and/or serving meals prepared by the cafeteria staff. Groups not desiring to use the kitchen facilities for food preparation may opt to rent commons, cafeteria, or gymnasium facilities, and have meals catered with permission of the building principal. Cafeteria staff must be present to supervise use of food preparation equipment in kitchen facilities.
16. Violation of these rules and regulations shall restrict subsequent facility use agreement.

17. The District reserves the right to cancel a Room/Building Use Application, if such action is deemed necessary and in the best interest of the District. In the event of such revocation or cancellation, the District will refund any advance payment made and there shall be no claim or right to damages or expenses on the part of the permittee.
18. The District is not responsible for loss or damage to personal property by individuals or groups.
19. The District may require a hold harmless agreement and/or certificates of insurance, when appropriate.
20. Violation of these rules or regulations shall restrict subsequent facility use agreement.

#### **Application Procedure**

1. Room/Building Use Application to be filed with the principal ten days prior to the date when facilities are to be used.
2. School completes application, including all applicable fees and administrator signs.
3. School sends application to Risk Management Office along with Certificates of Insurance.
4. Risk Management reviews and forwards to the Assistant Superintendent of Instructional Services.
5. Assistant Superintendent approves, signs and sends back to school.
6. School notifies applicant, collects fees and schedules event.

#### **Priority Use of Facilities** The following groups have priority for use of school facilities in the following order:

1. BOARD APPROVED PROGRAMS such as PAC's, band and orchestra parents, drama and other school clubs shall be allowed rent-free use of school facilities for meetings or activities. Fees may be charged for technical or special services. Requests shall be submitted to the principal.
2. YOUTH PROGRAMS such as Campfire, Boy/Girl Scouts, to include private educational organizations shall be allowed rent-free use of school facilities for meetings or activities. Requests shall be submitted to the principal. Fees shall include a scheduling charge per request and may include custodial, technical, and special service charges whenever use occurs outside of regular custodial hours.
3. NONPROFIT GROUPS, civic/charitable organizations whose purpose is to improve community welfare and whose receipts are expended for community welfare shall be allowed use of school facilities at no cost to the District. Scheduling and custodial fees must be paid by the group. Requests shall be submitted to the principal.
4. GOVERNMENTAL GROUPS (i.e. city, borough, state agencies) conducting civic business shall be allowed use of school facilities at no cost to the District. Custodial fees must be paid by the group whenever use occurs outside of regular custodial hours. Requests shall be submitted to the principal.
5. BASIC GROUPS – All groups that do not meet the criteria of 1, 2, 3, 4 or 6.
6. PRIVATE, FOR PROFIT, COMMERCIAL GROUPS.

*Revised 3/2013*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/06/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

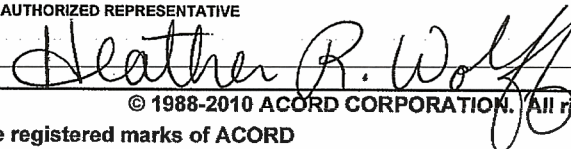
<b>PRODUCER</b> Church Mutual Insurance Company 3000 Schuster Lane Merrill WI 54452	<b>CONTACT NAME:</b> Heather R Wolff <b>PHONE (A/C, No, Ext):</b> 1-800-554-2642 Option 1 <b>E-MAIL ADDRESS:</b> ncs3@churchmutual.com		<b>FAX (A/C, No):</b> 855-264-2329
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Church Mutual Insurance Company		<b>NAIC #</b> 18767
<b>INSURED</b> ALASKA DISTRICT CHURCH OF THE NAZARENE INC 1220 E ST ANCHORAGE AK 99501-4426	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		<input checked="" type="checkbox"/>	0192682-02-472325	06/01/2012	06/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			<input type="checkbox"/>	N/A		

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Evidence of Liability Insurance for District Main Event on March 16, 2013 at Nikiski Middle High School, 52275 Education Drive, Nikiski, AK 99611. Commercial General Liability Additional Insured - Kenai Peninsula Borough & School District. Subject to the coverage provided by the referenced policy. 519-A220

<b>CERTIFICATE HOLDER</b> Kenai Peninsula Borough & School District 144 N Binkley Street Soldotna, AK 99669-7520	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## **NEW POLICY FOR KPBSD**

### **Students**

BP 5138(a)

### **STUDENT POSSESSION & USE OF PERSONAL ELECTRONIC DEVICES, INCLUDING CELLULAR PHONES**

The School Board recognizes that many students possess and use cell phones and other personal electronic devices. These devices serve an important purpose in facilitating communication between the student and his or her family, as well as serving as tools to access electronic information. In the school setting, personal electronic devices are permitted so long as their use is consistent with this policy and does not interfere with the educational process or with safety and security.

*(cf. 5030 – School Discipline and Safety)*

### **Educational Uses**

In certain instances, there is educational value in utilizing personal electronic devices in classrooms when such devices aid in extending, enhancing, and/or reinforcing the students' learning process related to the instructional objectives of the class. Approval for student use of such devices will be at the discretion of the classroom teacher, upon approval of the instructional use by the building administrator.

Use of personal electronic devices will be permitted if provided for in a student's Individualized Education Program (IEP) or Section 504 plan.

*(cf. 6159 – Individualized Education Program)*

If use of a personal electronic device is required in individual instances (not provided for in an IEP or 504 plan) to assist a student with the student's education, or in emergencies, permission must be obtained in writing from a building administrator prior to use of the personal electronic device at any time when such use would otherwise be prohibited by this policy.

### **Conditions of Use**

Students may possess and use personal electronic devices including, but not limited to, cell phones, laptops, tablets, music players, etc., subject to limitations of this and other policies of the District and under the following conditions.

Personal electronic devices shall not be turned on or used in any way:

- during instructional time, unless under the direct supervision of the classroom teacher
- during other school sponsored and supervised group activities during the school day (for example, student assemblies, awards, or other public ceremonies, etc.)
- when their use is otherwise prohibited by school personnel

**STUDENT POSSESSION & USE OF PERSONAL ELECTRONIC DEVICES, INCLUDING CELLULAR PHONES** (continued)

Instructional time includes the entire period of a scheduled class and other time when students are directed to report to and participate in any instructional activity. The principal may establish, and school personnel may enforce, additional guidelines limiting or prohibiting the possession and use of personal electronic devices as appropriate to campus needs.

Note: The following optional paragraph reflects the guidelines used by the Anchorage School District to specify permitted uses based on grade level. It may be revised or deleted as appropriate.
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High school students may use cellular phones and other personal electronic devices before and after school and during the student's lunch period. Elementary and middle school students (grades K-8) may use such devices only before and after school. Additionally, no student may use a cellular phone or personal electronic device in a manner, or at a time, that interferes with or is disruptive of other students' instructional time.

During school and school sponsored activities, students will comply with this policy and with administrative and staff member directives regarding use. Students are required to turn cell phones and other personal electronic devices over to school personnel when requested. Students who refuse to do so are subject to disciplinary action.

A cellular phone or personal electronic device that has been confiscated by the District and not turned over to law enforcement will be released/returned to the parent/guardian when no longer necessary for investigation or disciplinary proceedings. As appropriate, the cellular phone or personal electronic device may be returned directly to the student.

The District assumes no responsibility for loss or damage to personal property of students, including cell phones and other personal electronic devices, whether in the possession of students or if confiscated by school personnel pursuant to this policy.

**Prohibited Conduct**

Possession of a cellular telephone, or other personal electronic device, by students is a privilege. This privilege will be forfeited by any student who fails to abide by the terms of this policy, or otherwise engages in misuse of the device so as to violate the law or any other school or District rule. In addition to those conduct rules set forth elsewhere, the following actions are strictly prohibited and may result in disciplinary action:

- Accessing and/or viewing an Internet site that is otherwise blocked to students at school.
- Sending an e-mail, text message or other communication that harasses, intimidates, threatens, bullies, or discriminates against another individual.

**STUDENT POSSESSION & USE OF PERSONAL ELECTRONIC DEVICES, INCLUDING CELLULAR PHONES** (continued)

- Taking, sending, downloading or uploading a harassing, threatening, or inappropriate photograph of anyone.
- Using a camera in a restroom, dressing room, or locker room, or taking a photo of any person without permission.
- Using a camera or other recording device to record or capture the content of tests, assessments, homework, or class work without express prior permission from the instructor.
- Hacking or intentionally obtaining, accessing, or modifying files, passwords, or data belonging to others.

*(cf. 5131 – Conduct)*  
*(cf. 5131.4 – Campus Disturbances)*  
*(cf. 5131.41 – Violent and Aggressive Conduct)*  
*(cf. 5131.43 – Harassment, Intimidation and Bullying)*  
*(cf. 5131.9 – Academic Honesty)*  
*(cf. 5137 – Positive School Climate)*  
*(cf. 5144 Discipline)*  
*(cf. 6161.4 – Acceptable Use Policy/Internet Safety Policy)*

**Searches**

The contents of a cellular phone, camera, or other personal electronic device may be searched to determine ownership, to identify emergency contacts, or upon reasonable suspicion that a school or District rule or the law has been violated.

*(cf. 5145.12 – Search and Seizure)*

## Cell Phone Policies

In researching through the web, cell phone policies are extremely diverse from no phones at all to far more progressive policies. Additionally, I found some interesting articles and have attached a couple of links below:

<http://blogs.kqed.org/mindshift/2012/04/in-the-digital-age-welcoming-cell-phones-in-the-class/>  
- “More School Districts Welcome Cell Phones in the Class” article

[http://moodle.oakland.k12.mi.us/os/pluginfile.php/33375/mod\\_resource/content/0/Policy\\_examples/Cell\\_Phone\\_Policies\\_Practices.pdf](http://moodle.oakland.k12.mi.us/os/pluginfile.php/33375/mod_resource/content/0/Policy_examples/Cell_Phone_Policies_Practices.pdf) - “Cell Phone Policies that work: Updating the K-12 Student Handbook” article

In some districts, cell phone use is a district policy; in others, it is a school policy. Follows are cell phone policies from the following school districts:

- Anchorage School District
- Fairbanks North Star Borough
- Boston Public Schools
- Benica High School (California)
- Muscatine High School (Iowa)
- Huerfao School District (Colorado)
- Etowah County School District (Alabama)
  - Also includes various school policies from Henry County SD, Sheffield City SD, Haleyville SD, Lawrence County SD, Cullman City Schools, and Madison County.



**Anchorage School District Policy**  
Statement of Rights and Responsibilities

7. Cell Phones/Electronic Communication Devices

Conditions of Use:

A student may possess a cellular telephone or other electronic communication device (ECD) (e.g., paging device/beepers, personal digital assistants, and other devices designed to receive and send an electronic signal) in school, on school property, at after school activities, and at school-related functions as long as such activity does not interfere with educational processes or safety/security. As a condition of this permission, the student assumes all risk of loss, damage or theft of the cellular phone or other ECD.

High school students (grades 9-12) are permitted to use cellular phones and other ECDs before and after school and during the student's lunch period. Elementary and middle school students (grades K-8) are permitted to use cellular phones and other ECDs only before and after school.

Cellular telephones and other ECDs must remain off and put away at all other times during the school day. Exceptions may be made in special circumstances with prior approval from the principal or designee. A student may not use a cellular telephone or other ECD at any time if disruptive of other students' instructional time.

During school and school-sponsored activities, students will comply with administrative or staff member directives relating to the use of cellular phones and other ECDs.

Prohibited Conduct:

Possession of a cellular telephone or other ECD by a student is a privilege, which may be forfeited by any student who fails to abide by the terms of this policy, or otherwise engages in misuse of the device so as to violate the law or any other school or District rule. In addition to those conduct rules set forth elsewhere, the following violations may result in disciplinary action:

1. Accessing and/or viewing an Internet site that is otherwise blocked to students at school.
2. Sending an e-mail, text message or other communication that harasses, intimidates, threatens, bullies, or discriminates against another individual.
3. Using a camera device at school or a school-sponsored event to take, send, download or upload a harassing, threatening, or embarrassing photograph of anyone.
4. Using a camera in a restroom, dressing room, or locker room.
5. Using a camera or other recording device to record or capture the content of tests, assessments, homework, or classwork without express prior permission from the instructor.

The contents of a cellular phone, camera, or other ECD may be searched to determine ownership, to identify emergency contacts, or upon reasonable suspicion that a school or District rule or the law has been violated.

A cellular telephone or ECD that has been confiscated and not turned over to law enforcement will be released/returned to the parent/guardian when no longer necessary for investigation or disciplinary proceedings. As appropriate, the cellular telephone or ECD may be returned directly to the student.

(Cell Phone/ECDs Section Revised 6/23/08)

## **Fairbanks North Star Borough School District, Policy**

### 804 Mobile Learning Devices

#### 804.1 Purpose

To establish the policy of the School Board on the provision for and use of mobile learning devices by students at the Fairbanks North Star Borough School District.

#### 804.2 Policy

Students are comfortable and proficient leading the way into the digital world of the 21<sup>st</sup> century. Mobile technology engages youth in learning. The Fairbanks North Star Borough School District will harness that engagement with its ongoing commitment to provide and use technology to enhance learning and provide challenging, innovative instruction. Its goal for instructional technology is to affect student learning to improve student achievement. The school district needs to establish guidance for mobile technology learning to assure mobile learning devices do not interrupt or interfere with the educational process or the learning of others.

The school board recognizes many students own, possess and use cell phones and other mobile learning devices. These devices serve an important purpose in facilitating communication between the student and his or her family, as well as serving as tools to access information electronically. The school district has designated resources to provide schools mobile learning devices. In the school setting, mobile learning devices are permitted when their use is consistent with this policy and does not interfere with the educational process or with safety and security.

There is educational value in mobile learning devices in classrooms when such devices engage, extend, enhance, and/or reinforce the students' learning process related to the instructional objectives of the class. The building administrator has the authority to establish the appropriate student use of mobile learning devices in the school.

During school, and school sponsored activities, or while on school property, students will comply with this policy and with administrative and staff member directives regarding use. Students are required to turn cell phones and other mobile learning devices over to school or district personnel when requested. Students who refuse to do so are subject to disciplinary action. Students who are off school property or outside of the school day but utilizing district network in violation of school board policy may be subject to discipline.

A cellular phone or mobile learning device that has been confiscated by the district and not turned over to law enforcement will be secured with reasonable care and released/returned to the parent/guardian when no longer necessary for investigation or disciplinary proceedings. As appropriate, the cellular phone or mobile learning device may be returned directly to the student.

The district assumes no responsibility for loss or damage to personal property of students, including cell phones and other mobile learning devices, whether in the possession of students or if confiscated by school personnel pursuant to this policy.

### 804.3 Prohibited Conduct

Whether student-owned or district-provided, it is a privilege for students to possess and/or use a cellular telephone or other mobile learning device during school, on school grounds, or at school sponsored activities. Any student who fails to abide by the terms of this policy, or otherwise engages in misuse of the device so as to violate the law or any district or school rule will receive appropriate consequences. In addition to those conduct rules set forth elsewhere, the following actions are strictly prohibited and may result in disciplinary action:

1. Accessing and/or viewing an Internet site that is otherwise blocked to students at school.
2. Composing, sending, forwarding, copying, printing or delivering an e-mail, text message or other communication that harasses, intimidates, threatens, bullies, or discriminates against another individual or group.
3. Using a camera, camera application, or device that captures visual images at school or a school-sponsored event to take, send, download or upload a harassing, threatening, or inappropriate photograph.
4. Using a camera, camera application, or device that captures visual images in a restroom, dressing room, locker room, or other place with an expectation of privacy.
5. Using a camera, camera application, or device that captures visual images or other recording device to record or capture the content of tests, assessments, homework, or class work without express prior permission from the instructor.
6. Using a mobile learning device while committing or participating in any criminal activity.
7. Using a mobile learning device in a manner that violates school behavior standards.
8. Using a mobile learning device in a manner that violates federal or state law or school board policy.

Policy Adopted: August 2, 2011

## Boston Public Schools

### Cellular Phones

The Boston Public Schools' policy on cellular telephones is designed to ensure that the use of cell phones does not interfere with teaching and learning during the school day. It was developed in cooperation with the members of the Boston Student Advisory Council (BSAC), representing every high school in the BPS. This policy applies to all students enrolled in all BPS schools at all levels, including pilot schools and Horace Mann charter schools.

Students are permitted to use cell phones only during the following times:

- before and after school hours outside or inside the school building;
- at after-school or sports activities, only with the permission of the coach, instructor, or program director;
- at evening or weekend activities inside the school building.
- The use of cell phones for any purpose— including telephone calls, text messaging, and other functions—is not permitted at any other time on school grounds.
- Cell phones must not be visible during the school day.
- Cell phones must be turned completely off (not simply on silent or vibrate mode) during the school day.

Penalties for students who violate the policy will be as follows:

- **First offense:** The cell phone will be confiscated and returned to the student at the end of the school day.
- **Second and subsequent offenses:** The cell phone will be confiscated and returned only to the student's parent or guardian. The student may not bring a cell phone to school for the remainder of the school year.
- **Repeated violations of this policy:** Students may be subject to additional disciplinary action, consistent with the Code of Conduct.

## **Benicia High School (California)**

### **Cell Phone Policy**

#### **ELECTRONICS POLICY/CELL PHONE USE**

Cell phones/electronic devices and their use have become a huge issue at Benicia High School. In order to respect the important work of the classroom and the teaching and learning environment, this document is to clarify the cell phone/electronic devices policy for the school. The policy is:

- Cell phones/electronic devices can be used before the morning bell rings, snack, lunch and after school...Monday through Friday.
- Cell phones/electronic devices must be turned OFF before you enter any classroom, office, library, locker room, lab, or theater.
- Once inside any of the above named locations, cell phones and devices must not be visible under any circumstances - even though they are OFF.
- If a cell phones/ electronic device rings, vibrates, is used for any reason or is visible anytime during class time or you are caught using it during class time while walking around on campus, you will be asked to surrender it.
- Refusal to surrender your phone when asked is defiance. Defiance can result in suspension and your parent will be contacted.
- First Offense ~ the device will be held in the main office until Friday of that week and detention will be issued. Phone may only be picked up by a parent.
- Second Offense ~ the device will remain in the main office until Friday of that week, plus two detentions. Phone may only be picked up by a parent.
- Third Offense ~ the device will remain in the main office until Friday of that week plus in-house suspension. Phone may only be picked up by a parent.

The staff of Benicia High ask for your FULL co-operation with our policy. Students will not respect this policy if they believe their parents will bail them out of the consequence.

You can contact your child via their cell phone during snack and lunch. In the event of an immediate emergency, please call the main school line

## **Muscatine High School – Muscatine, IA**

### **Cell Phone Usage**

It is important for students to understand their responsibility in appropriate use of cell phones. School officials will continue to monitor abuse of cell phones as it relates to cyber-bullying, harassment issues by students, academic cheating, and inappropriate use of picture cell phones in violation of students' right to privacy.

The following use of cell phones will be permitted during the regular school day (8:00 – 3:30).

- Passing time
- Home room
- Lunch

Cell phones will not be permitted during

- Academic class time (includes study hall)
- Free hours if spent in the library

Violation of the cell phone/pager rule will result in the following:

- 1st Offense will result in the cell phone being taken by a staff member, turned in to the assistant principal's office and returned only to a parent/guardian at the end of the school day.
- 2nd offense will result in ISS (In School Suspension) time determined by school administration.
- 3rd Offense will result in placement in the "Choices Program" for a period determined by school administration.

The Information and Attendance Center has a telephone available to students. Messages for students will be taken only from a parent/guardian listed on their emergency card. Students will not be called from class to the telephone except in case of emergency at the request of a parent/guardian.

## **Huerfano School District Re 1, Walsenberg, CO**

### **Student Use of Electronic Communication Devices**

The Board of Education recognizes that electronic communication devices can play a vital communication role during emergency situations. However, ordinary use of electronic communication devices in school situations that disrupts and interferes with the educational process is not acceptable. The use of electronic communication devices during the school day will be set by the individual schools. For the purposes of this policy, "electronic communication devices" include cell phones, beepers, pagers, walkie-talkies, and any other telecommunications device that emits an audible signal, vibrates, displays a message, or otherwise summons or delivers a communication to the possessor (e.g., Blackberry, Palm Pilot, etc.).

Electronic communication devices with cameras are prohibited in locker rooms, bathrooms, or other locations where such operation may violate the privacy rights of another person.

It is the student's responsibility to ensure that the device is turned off and out of sight during unauthorized times. Violation of this policy and/or use that violates any other district policy shall result in disciplinary measures and confiscation of the electronic communication device. Confiscated devices shall be returned to the student only after a conference with the parent/guardian, student and school personnel. The building principal or designee may also refer the matter to law enforcement, as appropriate.

The district shall not be responsible for loss, theft or destruction of electronic communication devices brought onto school property.

Adopted: August 9, 2005

Revised: March 23, 2010

## **AMPLE Cell Phone Policy: Etowah County School District (Alabama)**

### **Etowah County Schools Student Cell Phone and Electronic Device Policy**

#### **I. Cell Phones**

The Etowah County School System policy on cellular telephones is designed to ensure that the use of cell phones does not interfere with teaching and learning during the school day.

- 1) Students are permitted to use cell phones before the first bell of the day and after the final bell of the day. The exact times will be set by individual schools.
- 2) The use of cell phones for any purpose – including telephone calls, text messaging, games, and other functions – is not permitted at any other time on school grounds.
- 3) Cell phones must not be visible during the school day. They should be stored in a secure location, i.e. in vehicle, pocket, purse, locker, backpack, etc.
- 4) Cell phones must be turned completely off (not simply on silent or vibrate mode) during the school day.
- 5) Students participating in field trips, extracurricular activities, and athletic events must contact their coach or sponsor for his/her rules involving cell phone use after school hours or on after-school bus trips. Coaches and sponsors will set their rules and establish consequences involving the use and/or misuse of these devices.
- 6) **The use of camera phones is strictly forbidden in private areas, such as, locker rooms, washrooms, dressing areas, classrooms, and offices at any time. Camera phone violations may be treated as Level II or Level III Offenses when necessary. Such use may also be in violation of the criminal code.**
- 7) Any phone communication during the instructional day will take place on school telephones with permission from office personnel with the exception of emergency situations as deemed by the principal. Parents should continue to call the school for any emergency situation.
- 8) Students are encouraged to not bring cell phones into a classroom where standardized testing is taking place. Teachers will collect any student cell phones in classrooms where standardized testing (AHSGE, Stanford 10/ARMT, Writing Assessment, etc.) is occurring. Phones will be collected before testing begins and returned at the conclusion of testing for that day.
- 9) Possession of a cell phone by a student is a privilege which may be forfeited by any student not abiding by the terms of this policy. Students shall be personally and solely responsible for the security of their cell phones. The Etowah County School District shall not assume any responsibility for theft, loss, or damage of a cell phone, or unauthorized calls made on a cell phone.

#### **II. Other Electronic Devices**

Other electronic devices such as, but not limited to, digital cameras, camcorders, PDA's, MP3 players, and headphones, may be used as part of the instructional process, with prior administrative and teacher authorization. Otherwise, these devices may not be visible during the instructional day.

Students participating in field trips, extracurricular activities, and athletic events must contact their coach or sponsor for his/her rules involving electronic device use after school hours or on field trips. Coaches and sponsors will set their rules and establish consequences involving the use and/or misuse of these devices.

Possession of electronic devices by a student is a privilege which may be forfeited by any student not abiding by the terms of this policy. Students shall be personally and solely responsible for the security of their electronic devices. The Etowah County School District shall not assume any responsibility for theft, loss, or damage of electronic devices.



**Any violations of the above policy will result in the following:**

**First Violation** - Student will be warned and the cell phone/electronic device will be confiscated by an administrator for the remainder of that school day. The phone/device will be returned to the student at the end of that school day.

**Second Violation** – Cell phone/electronic device will be confiscated by an administrator until a parent comes to the school for a conference. The parent must then sign a form stating that they understand that any subsequent violations will result in the student losing the privilege of having a cell phone/electronic device on campus for a period of six weeks of school time (not calendar days). The cell phone/electronic device will be returned to the parent at that time.

**Third Violation** – Cell phone/device will be confiscated until a parent comes to the school to retrieve the cell phone/ electronic device. The student will lose their privilege to have a cell phone/electronic device on campus for a period of six weeks of class time (not calendar days).

**Subsequent Violations** – Any violations after the third violation (not during a suspension period) will result in additional six weeks periods of suspension of cell phone/electronic device privileges.

**Possession or use of a cell phone/electronic device during a period when cell phone/electronic device privileges are suspended will be punishable as a Class II Offense. Students found to be using a cell phone or electronic device to break other school rules (i.e. cheating, disrupting class, text messaging, etc.) will be subject to punishment per the student code of conduct.**

**SAMPLE Cell Phone Policy: Henry County School District**

Unauthorized use of electronic pagers, communication devices and laser pointers. (Devices will be confiscated and returned to the parent the first time. On the second violation the school will retain the device until the end of the school year. The third violation will be deemed as a Class II offense.)

**SAMPLE Cell Phone Policy: Sheffield City School District**

Proposed Policy / Not Officially Adopted Yet

**CELL PHONES AND OTHER ELECTRONIC COMMUNICATION DEVICES**

**Students may possess pagers, cell phones, and other communication devices during normal school hours as long as they remain off and are not visible.**

School administrators or their designees may make exceptions as to when and where these devices may or may not be used.

The administration at each school shall implement rules and consequences to ensure enforcement of this policy.

The school district will not be responsible for loss, damage, or theft of any electronic device brought to school or school related activities.

**SAMPLE Cell Phone Policy: Haleyville City School District**

**ELECTRONIC COMMUNICATION DEVICES**

Students may possess a cell phone or other electronic communication device on school property but the use of such devices during the school day is prohibited except with the express permission from the school principal or his or her designee.

Ala. Code 16-1-27 (effective July 1, 2006)

(\*\*Further use and consequences explanations can be found in the Student Handbook)

**SAMPLE Cell Phone Policy: Lawrence County School District**

**Cell Phones (Student Use)**

Students may have cell phones and/or *Blackberries* in their possession at school as long as they remain off and are not visible during normal school hours and on school buses.

School administrators may make exceptions as to when and where cell phones may be used based on extenuating circumstances to serve a school purpose and need

**SAMPLE Cell Phone Policy: Cullman City Schools**

The Cullman City Schools Board of Education will vote on a change of policy concerning cell phones at their meeting on June 19th. Within the Code of Conduct for Cullman City Schools under Class II Violations the proposed change states: Possession of and/or use of electronic pager or unauthorized communication device.

**SAMPLE Cell Phone Policy: Madison County  
Electronic Pagers or Unauthorized Communication Devices**

Students shall not possess electronic pagers in schools or on school campuses. Cell phones are permitted,

but with the following stipulations:

1. May not be carried or worn on a student, but must be kept in book bags, purses, or other bags allowable within the Code of Conduct.
2. Must be turned off in school buildings at any time of the day.
3. Must be turned off on school campus during the instructional day.
4. Must be turned off while on school buses.
5. School administrators may make exceptions as to when and where cell phones may be used based on extenuating circumstances to serve a school purpose and need.
6. Cell phones will be confiscated from students who violate this policy and will be returned only to parents.

Violations of this policy will be handled the same as other similar violations of policies, rules, and procedures by students in school.

**SPECIAL EDUCATION**

~~Whenever possible, the~~ The School Board desires ~~both non-handicapped and handicapped~~ children with and without disabilities to share an interactive educational environment which nurtures understanding, cooperation and mutual respect.

~~Upon the identification of a student's exceptional need(s), the Superintendent shall appoint an individualized educational program team to consider those needs,~~ A student's IEP team shall determine the content of the student's individualized educational program (IEP) and make placement decisions for the least restrictive ~~appropriate~~ environment that is educationally appropriate.

~~Note:~~ 4 AAC 52.590 requires the District to establish written procedures for the identification of children in need of a surrogate parent and for the appointment and removal of surrogate parents. AS 14.30.272 requires the District to inform parents/guardians of ~~exceptional~~ children with disabilities of the procedural safeguards provided by law. 4 AAC 52.190 requires written notice before initiating or changing a child's identification, evaluation or placement and when refusing a parent's request to initiate or change a child's identification, evaluation or placement.

The Superintendent shall establish written procedures required by law and shall ensure District compliance with procedural safeguards, including appropriate notices to parents/guardians established by state and federal laws and regulations.

~~Note:~~ 4 AAC 52.115 requires evaluation and placement within 45-90 calendar days of obtaining parental consent ~~unless a time extension is agreed upon by all parties.~~ ~~4 AAC 52.140 requires~~ for evaluation. ~~However,~~ completion of an individualized education plan must occur within 30 days after determining a child's eligibility.

Services will be provided in accordance with a student's IEP once parental consent or administrative or judicial proceedings authorize the provision of special education and related services.

*(cf. 3541.2 - Transportation for Exceptional Students)*

*(cf. 5144.2 - Suspension and Expulsion (Individuals with Exceptional Needs))*

*(cf. 6146.4 - Differential Graduation and Competency Standard Requirements for Individuals with Exceptional Needs)*

*(cf. 6164.4 - Child Find)*

*(cf. Special Services Program Handbook)*

~~Legal Reference: (See next page)~~

**Instruction**

BP 6172(b)

**SPECIAL EDUCATION** (continued)

*Legal Reference:*

ALASKA STATUTES

14.30.180-14.30.350 *Education for children with disabilities*

ALASKA ADMINISTRATIVE CODE

4 AAC 52.010-4 AAC 52.990 *Education for children with disabilities*

UNITED STATES CODE, TITLE 20

1232g *Family Educational Rights and Privacy Act of 1974*

1400 *et seq. Individuals with Disabilities Education Act*

CODE OF FEDERAL REGULATIONS, TITLE 34

99.10-99.22 *Inspection, review and procedures for amending education records*

300.340-349 *Individualized education programs*

300.500-300.514 *Due process procedures for parents and children*

300.550-300.553 *Least restrictive environment; alternative placements; placement; nonacademic settings*

**KENAI PENINSULA BOROUGH SCHOOL DISTRICT**

**Adoption Date: 6/2/2008**