

# Policy Review Committee

April 14, 2014, 12:45 PM  
Conference Room C, Borough Building

## TENTATIVE\* AGENDA

**Approval of notes from Policy Meeting of March 3, 2014 . . . . . page 2**

### Previous Discussions:

- Feedback on Travel Requests . . . . . page 4
- Information on recruiting re: remote site living expenses . . . . . to be provided
- *BP 3311 Bids . . . . . page 5*
  - BP 3311 changes were covered in February 3, 2014 meeting with no amendments made to district proposed changes.
- *AR 3311 Bids . . . . . page 7*
  - Discussed invitation notifications for bids to be emailed to a minimum of three contractors
  - Discussed making prospective bidders responsible for checking webpage for additional information and addenda.
  - Discussed tabulations which are to be posted to the website.
  - Tabled from February 3, 2014 meeting.

### Discussion

- *AR 6153 School Sponsored Trips and E 6153(h) Indemnification Statement . . . . . page 12*
  - Under Chaperones section, item #5. Allow principal the authority to allow exception from chaperone staying with the group for the duration of the trip.
- *AR 5131.7 Weapons and Dangerous Instruments . . . . . page 22*
  - Possession of firearms at school is at the request of administrator (changed from teacher)
  - Added reference to firearms exhibit
- Continue reviewing [SECTION 3000 Review](#) - begin with BP 3360

### Information Packet:

- *E 1330(c) Application for Possession of a Firearm...*
- *E 3315.1 Request To Do Business with KPBSD*
- *E 3360(a) Active Tax Shelter*
- *E 3541.1(a) School Driver Registration Form*
- *E 3360(a) Statement of Expenses*
- *E 3360(b) Statement of Mileage*
- *E 6153(h) Indemnification Statement*
- *E 6153.1 Field Trip Accommodation Plan*

**Please bring your laptop**

- 
- For most current agenda refer to [http://www.kpbsd.k12.ak.us/students\\_parents.aspx?id=8922](http://www.kpbsd.k12.ak.us/students_parents.aspx?id=8922)

**Board Policy Review Committee Meeting Notes**  
**Borough Conference Room C, 1:15 PM**  
**Meeting Notes**

**Date/Time:** March 3, 2014, 1:30 PM

<b>Members:</b>	Lynn Hohl – Present	<b>Guests:</b>
	Marty Anderson – Absent	Sean Dusek – Present
	Dan Castimore - Present	Laurie Olson - Present
	Dave Jones – Present	Mari Auxier - Present
	Sarge Truesdell - Absent	
	Steve Atwater - Absent	

**Approval of Notes:** The notes from February 3, 2013 meeting were approved as presented.

- *BP 3311 & AR 3311 Bids*
  - Tabled to April 14 meeting.
  
- *BP 3313 Contracts, Leases and Agreements*
  - Discussion on \$50,000 addition on annual report for Board—changed to \$15,000.
  - Work language so that the Superintendent shall provide the Board an annual report of all property leases, contracts, and all agreements entered into which are above \$15,000.
  - Delete sentence “The report shall include the number of respondents, successful vendor and the dollar amount of the successful bid.”
  - Move forward to Policy Worksession in April
  
- *BP 3314.3 Equipment Purchases*
  - No further comment on deleting reference to borough ordinance deleted since we do not have borough ordinance number.
  - Move forward to Policy Worksession in April.
  
- *BP 6161.13 Student Fees for Instructional Materials*
  - No additional comments on addition of reference to BP 3260 Materials Fees
  - Move forward to Policy Worksession in April.
  
- *E 3360(a): Statement of Expenses and E 3360(b) Statement of Mileage*
  - No additional comments on latest revision of exhibits
  - Move forward to Policy Worksession in April.

**Review of Section 3000 – Beginning with BP 3315**

- *BP 3315 Relations with Vendors*
  - No additional recommendations
  -
- *BP 3315.1 Conflict of Interest*

- Question on whether Board has been receiving an annual report of all waiver requests. Board would like a report even if there are none.
- No additional recommendations
- *E 3315.1 Request to do Business with the KPBSD*
  - Add a box for the Superintendent to either Approve or Deny
  - Move forward to Policy Worksession in April
- *BP 3344 Remote Site Living Expenses*
  - Change the word “Board” to “Superintendent”
  - Requested information on how HR handles recruitment of staff to remote sites.
- *BP 3350 Payroll*
  - One substitute employee has been upset that employees not paid twice a month.
  - First paragraph: Delete “with the exception of May” since employees are now paid on the last business day of the month (for each month).
- *AR 3350 Payroll – IRS Retirement Plans*
  - Fifth paragraph:
    - Delete “approved”
- *E 3350(a) Active List Tax Shelter*
  - Second sentence: delete “approved”
- *E 3360(b) Salary Reduction Agreement*
  - No additional recommendations

**Next Meeting:**

Continue review of Section 3000 starting at *BP 3360*



# KENAI PENINSULA BOROUGH SCHOOL DISTRICT

## Finance

Laurie Olson, Director

148 North Binkley Street Soldotna, Alaska 99669-7553

Phone (907) 714-8888 Fax (907) 262-2309

---

## M E M O R A N D U M

---

**DATE:** April 8, 2014  
**TO:** Board Policy Committee  
**FROM:** Laurie Olson  
**RE:** Travel Feedback

If travel is anticipated for any reason, employees work with their immediate supervisor first. Assuming the supervisor agrees with the reason for the travel and substitute arrangements can be made, the supervisor will approve the leave. An electronic leave form is generated by the employee and forwarded to the supervisor; the form includes type of leave, duration and other details. The supervisor reviews and if approved, forwards the request to Human Resources for approval. Depending on the type of leave associated with the travel, there are additional steps and/or forms required.

Career Development leave is divided according to the various employee groups (KPAA, KPEA, KPESA or Exempt), with a set amount of funding available per year for eligible employees. After securing supervisor approval, employees complete an application form listing details and estimated costs of the travel and submit that to their employee group committee for approval. If approved by the appropriate employee group, the application moves to District Office for approval. If there are more applications than funding available, approval is on a first come-first served basis.

Instructional leave is a one-day leave available for full-time teaching staff to observe or collaborate with other teachers in the district. There is an additional category of instructional leave available for tenured employees to use for attending or presenting at educational conferences, present at graduation or participate in non-district educational work.

The district has established a Staff Development fund for use when the district is requesting an employee attend further training or participate in a conference associated with his/her position in the district. This type of travel and training is approved by District Office after supervisory approval is given.

**BIDS**

The District shall purchase equipment, supplies and services on a competitive bidding basis when required by law and whenever it appears to be in the best interest of the District to do so. Purchases with an estimated cost of \$15,000 or more shall be formally bid. Award or rejection of bids shall be managed by the Superintendent. The following items may not be subject to formal bid procedures.

1. books
2. proprietary (sole-source) items or services
3. supplies or equipment needed in emergencies
4. weekly or monthly food service purchases
5. goods or services provided under contract or from federal, state or local government contracts.

Purchases of \$5,000 or more but less than \$15,000 require formal quote procedures that include written price quotes ~~from requests to~~ a minimum of three (3) vendors. Awards will be made by the purchasing office subject to final approval by the Superintendent.

Purchases less than \$5,000 require, when practical, informal quote procedures that include verbal or written price quotes ~~s from request to a minimum of~~ three (3) vendors. Awards will be made by the purchasing office subject to final approval by the Superintendent.

To ensure that good value is received for funds expended, specifications shall be carefully designed and shall describe in detail the quality, delivery, and service required.

**E-Rate Purchases**

~~Purchases made pursuant to the E-Rate program, which is governed by the Federal Communications Commission, shall be made on a competitive basis subject to the provisions of this paragraph. Such purchases are not subject to any provisions in the school district purchasing policies or regulations that may be inconsistent with the E-Rate purchasing provisions.~~

~~The Superintendent is designated to oversee the E-Rate application process in order to ensure that it is accurate and that the equipment and services to be purchased are eligible for E-Rate funding. Said individual shall devise an open, fair, competitive bidding process, separate and apart from other District procurement policies, that meets all rules of the E-Rate program. This process~~

**BIDS** (continued)

~~shall be overseen by, and subject to the approval of, the Superintendent for the District. The Superintendent oversees the District's FCC E-Rate application process. E-Rate purchases follow local procurement policies except when in conflict with E-Rate rules, and in such cases, E-Rate rules, procedures, and practices shall prevail.~~

**Contractor's Violations of Tax Ordinances**

No contract or purchase order shall be awarded to any individual or business who is found to be in violation of the Kenai Peninsula Borough Code of Ordinances in the several areas of taxation which is not remedied within ten (10) days of notice.

Any contract can be terminated for cause if it is determined that the contractor is in violation of any taxation ordinance and if such violation is not remedied within ten (10) days of notification by regular mail. If the delinquency arises due to non-filing of sales tax, no payment will be made to the contractor until all filings have been made and all amounts due are remitted.

The District will remit any amounts owed by its contractor(s) to the Kenai Peninsula Borough for delinquent Borough taxes against any amount owing to the contractor(s) under a contract between the District and the contractor(s).

(cf. 9270 – Conflict of Interest)

*Legal Reference:*ALASKA STATUTES

14.14.060 Relationship between borough school district and borough

14.14.060 (h) Procurement of supplies and equipment

14.14.065 Relationship between city school district and city

14.03.085 Procurement preference for recycled Alaska products

29.71.050 Procurement preferences for recycled Alaska products

35.15 Construction Procedures

36.15.020 Use of local agricultural and fisheries products required in purchases with state money

ALASKA ADMINISTRATIVE CODE

4 AAC 27.085 Competitive pupil transportation proposals

4 AAC 31.080 Construction and acquisition of public school facilities

FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT v. BOWERS, 851 P.2d 56 (AK 1992)

**KENAI PENINSULA BOROUGH SCHOOL DISTRICT**

**Adoption Date: 2/2/2009**

**BIDS**

Except as otherwise defined in this regulation, every purchase with an estimated cost of \$15,000 or more shall be awarded by formal written contract or purchase order to the lowest responsible bidder, upon terms and conditions prescribed in this policy and described in the bid document whenever the District has power to:

1. Reject defective or non-responsive bids,
2. Reject all bids,
3. Rebid the purchase after making substantial changes in the bid list to bring estimated cost within the limit of funds available.

**Bidder's List**

The Superintendent shall develop and maintain a bidder list of responsible prospective contractors who ordinarily perform work or materials, or render service similar in character to that contemplated by the District. ~~Invitations~~ Invitation notifications to submit sealed bids in the form of a proposed contract shall be ~~sent~~ emailed to a minimum of three (3) to listed contractors or whenever work, materials or services provided by them responds to District needs. Failure of any listed contractor to receive a bid invitation does not invalidate the bidding procedure.

**Changes and Addenda**

No District employee or agent, as stated in the bid document, shall make any oral change in the bid documents or make any oral interpretation that may affect the substance of the bid document. Addenda shall be issued when questions arise that might affect bids.

When required, addenda shall be issued in the following manner:

1. Any addenda issued will be posted to the webpage, ~~and the District will make a reasonable effort to notify prospective bidders. However,~~ Prospective bidders will be responsible for checking the webpage for additional information and addenda.
2. An addendum issued less than four (4) working days before the deadline for receipt of bids shall include a new bid date at least four (4) working days after the original time of receipt of the addendum by the prospective bidder.
3. When addenda have been issued, receipt shall be acknowledged as part of the bid transmitted.

**BIDS** (continued)

**Pre-Bid Conference**

The purchasing officer, at his/her discretion may conduct a pre-bid conference at least seven (7) days prior to the deadline for bid submissions. All clarifications and questions answered at the conference that may affect the bid must be issued in the form of an addendum.

**Nondiscrimination**

All bidders are required to certify, as condition of potential bid award, that they will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age or sex. They shall take affirmative action to insure that employees, applicants for employment or apprentices are employed, upgraded, demoted, transferred, recruited, laid off or terminated, paid or otherwise compensated, selected for training or trained in compliance with this requirement. A notice to this effect shall be posted in conspicuous places available to employees or applicants for employment.

**Bid Opening Procedures**

1. SUBMITTING – Sealed bids shall be submitted personally or by mail to the Superintendent or designee in accordance with the bid invitations and identified as bids on the envelope.
2. OPENING – Bids shall be opened in public at the time and place stated immediately after the closing time. Submission time should be in the afternoon of a normal business day that does not immediately follow Sunday or any postal holiday.
3. LATE BIDS OR POST DATE – All bids become qualified by receipt of envelopes at or before the specified bid opening time. Bids not received by the District prior to or at the specified time of submission will be marked with the date and hour of receipt on the envelope and returned unopened to the sender.
4. TABULATION – ~~Upon request a tabulation of bids shall be furnished to each bidder.~~ Tabulations are posted to the District website.

**Bid Rejection**

The District shall have the authority to reject any and all bids.



**BIDS** (continued)**Waiver of Irregularities**

The District shall have the authority to waive any and all irregularities on any and all bids except that timeliness and manual signature requirement shall not be waived.

**Bid Award**

A bid shall be awarded to the lowest responsible bidder. In addition to price, determination of the lowest responsible bidder shall consider:

1. Bidder ability, capacity, and skill to perform as required in bid specifications,
2. Bidder ability to perform within the time specified without delay or interference,
3. Bidder character, integrity, reputation, judgment, experience and efficiency of the bidder,
4. Quality of bidder performance of previous awards,
5. Previous and existing bidder compliance with laws and regulations relating to the bid,
6. Bidder financial resources that affect performance ability,
7. Number and scope of conditions attached to the bid,
8. Available replacements, replacement parts, maintenance service or anticipated costs of these items for any machinery, equipment or other material proposed to be installed or supplied by the bidder.

**Bid Appeal****Appeal to Superintendent.**

Any party bidding or submitting a proposal for a contract or purchase order with the School District for \$25,000 or greater may appeal to the Superintendent in writing, personally received at the School District office, within three (3) business days of the date of notice of intent to award a contract. The appeal may be hand delivered, delivered by mail, or by facsimile and must comply with the requirements of this section.

**BIDS** (continued)

**Contents of appeal.**

A written appeal shall, at a minimum, contain the following:

1. The name, address, and telephone number of the interested party filing the appeal;
2. The signature of the interested party or the interested party's authorized representative;
3. Identification of the proposed award at issue;
4. A statement of the legal or factual grounds for the appeal;
5. Copies of all relevant documents; and
6. A fee of \$300.00 shall be paid to the School District and must be received by the deadline for filing the written appeal. This fee shall be refundable if the appellant prevails in the appeal to the Superintendent.

**Rejection of appeal.**

The purchasing officer shall reject an untimely or incomplete appeal or an appeal filed without timely payment of the required fee.

**Stay of award.**

If a timely and complete appeal is filed with the fee, the award of a contract or purchase order shall be stayed until all administrative remedies have been exhausted, unless the Superintendent determines in writing that award of the contract or purchase order pending resolution of the appeal is in the best interests of the School District.

**Notice and response.**

Notice of the stay and appeal shall be delivered to any party who may be adversely affected by the Superintendent's decision by facsimile, first class mail or in person within three (3) business days of receipt of a properly filed appeal.

**Superintendent's decision.**

The Superintendent shall issue a written decision to the appellant within ten (10) business days of the date that the appeal is filed. If multiple appeals have been

**BIDS** (continued)

filed, they may be consolidated for purposes of the decision. Copies of the appeal and decision shall be provided as requested.

**Local Preference Conditions**

KPBSD intends to give preference to local residents, businesses, contractors, producers and dealers to the extent consistent with the law and best interest of the public.

The District purchasing office shall purchase from the lowest qualified, responsive, and responsible bidder or business. When bids or quotes are within 5% of being equal, preference may be given to local businesses who operate within the Kenai Peninsula Borough if it is determined by the Superintendent to be in the best interest of the District. For the purpose of this policy, a local business is defined as: any business or company having a physical presence in the Borough, registered in the Borough to collect sales tax, and locally provides the products and services sought. The 5% policy may be applied to all purchases up to \$25,000.00.

This policy will not apply where the provisions of an applicable statute, regulation, or grant prohibit local bidder preference.

**Subdivision Prohibited**

No project or bid specifications shall be subdivided to avoid the requirements of this policy, but this provision does not preclude use of alternate deductible items.

**SCHOOL-SPONSORED TRIPS**

**General Guidelines**

These guidelines are considered minimum requirements, and the principal and Superintendent may add additional requirements depending on the nature, location and extent of the proposed field trip and the age, nature and experience of the sponsors, staff, students and operators.

**Guidelines**

Carefully planned field trips that are directly related to adopted curriculum are permitted, subject to the following guidelines:

1. Students must be supervised by a certified District teacher or other person approved by District administration.
2. All participants in the field trip must be either current students in KPBSD, KPBSD employees, or adults subject to the chaperone/volunteer requirements. Children who are not part of the group participating in the trip may not accompany parents when the parents serve as chaperones.
3. This trip must have educational value related to approved curricula.
4. Student safety shall be protected.
5. No student shall be required to attend a school-sponsored trip that is not part of the curriculum. School programs for students not traveling must continue at the level expected if the trip did not occur.
6. Student time out of other instructional programs shall be kept to a minimum. Students traveling must maintain their overall educational program and are responsible for making up assigned work in classes missed.
7. Student costs shall be kept to a minimum. Students are responsible for their own costs. Schools may provide financial options to ensure maximum participation by all interested and qualified students, regardless of their economic circumstance.
8. No student may be denied participation, for financial reasons, in a school-sponsored field trip that is integral to the curriculum and the instructional program.

**SCHOOL-SPONSORED TRIPS** (continued)

9. Students shall be expected to follow conduct rules that apply in school or during school-related activities. Students who violate these rules during a field trip are subject to regular discipline, including, but not limited to being sent home with a chaperone, if required, at parent expense.
10. Whenever practical, chaperones accompanying students on trips that involve overnight travel shall be of the same sex as the students participating.
11. Permission slips related to the specific trip and signed by the parent(s) or guardian(s) shall be secured prior to any field trip travel.
12. Appropriate District-approved waivers of liability (*E 6153(f) Student Indemnification Statement Waiver of Liability*), signed by the parent(s) or guardian(s), shall be secured prior to any field trip travel.
13. All school sponsored trips must be approved in advance, as set forth in *E 6153(d) Verification of Field Trip Information* (all field trips) and *E 6153(a) Preliminary Field Trip Preparation for Extended Out-of-State or International Field Trips*. Principals shall verify the quality of field trip preparations, plans, educational relevance, fund raising and sponsors.
14. Parties denied approval for a trip may appeal that decision to the Superintendent. Denial by the Superintendent may be appealed to the Board.
15. Administrators have the authority to exclude the participation of students whose documented behavioral history suggests the possibility that they may endanger themselves or others; or cause a substantial disruption while on a field trip. However, due consideration must be given to SECTION 504 and Individuals with Disabilities Education Act (IDEA) where applicable.
16. Pursuant to Section 504 and Americans with Disabilities Act (ADA), students with disabilities shall not be excluded from field trips because of transportation arrangements.

*(cf. 3541.1-Transportation: School-Related Trips)*

*(cf. 1321—Solicitation of Funds from and by Students)*

In advance of study trips, teachers shall determine educational objectives which relate directly to the curriculum. Principals shall ensure that teachers develop plans which provide for the best use of students' learning time while on the trip. Teachers also shall provide appropriate instruction before and after the trips.

**SCHOOL-SPONSORED TRIPS** (continued)

**Waiver of District Liability**

Students and their families are expected to have adequate health insurance to cover the costs of accidents or injuries that may occur during field trips. Each participating student must submit a waiver of liability signed by the parent(s) or guardian(s) (*E 6153(f) Student Indemnification Statement Waiver of Liability*). Each participating chaperone or parent volunteer must sign a waiver of liability (*E 6153(h) Volunteer Indemnification Statement Waiver of Liability*). These waivers must be reviewed and approved by the principal and secured and on file in the school office prior to the trip.

**Scheduling Travel for Days When School Is Not in Session**

Extended field trips over which the school has scheduling control are to be planned for days school is not in session. Extended trips should be scheduled after regular school hours, on weekends, or during vacations. Unique travel circumstances that extend the trip into school days will be reviewed and approved by the principal on an individual basis prior to submission to the Superintendent for approval.

**Chaperones**

1. During all extended field trips, chaperones of the same sex must accompany students. An exception to this provision must have the approval of the principal.
2. A proposal for the number of chaperones and funding sources for classroom substitutes must be submitted with the field trip request. For extended field trips, a recommended ratio is one chaperone to every eight students.
3. School employees must have approval from their building administrator to chaperone field trips if they will be absent from their assignment.
4. Chaperones will be informed in writing of the drug-free workplace regulations which govern all District-sponsored activities. Chaperones are expected to refrain from using tobacco and consuming alcoholic beverages or illegal drugs while on the extended field trip.
5. Chaperones must stay with the group for the duration of the trip from departure through return. Exceptions may be made by the ~~Superintendent~~ Principal.
6. Non-employee chaperones are required to undergo a criminal background check.

**SCHOOL-SPONSORED TRIPS** (continued)

**Trips Not Sponsored by District**

When a trip involves both a school-sponsored element and an adjoining community element, staff members are permitted to coordinate these joint ventures with the use of appropriate school time and equipment.

**Field Trips of One Day or Less**

Field trips lasting one day or less are the responsibility of the principal and staff who will establish and use procedures to plan, conduct and evaluate field trips consistent with adopted curriculum.

**Extended Field Trips (In-State)**

Field trips lasting two or more days and involving overnight accommodations are the responsibility of the principal and staff.

Cocurricular in-state activities trips that comply with established schedules shall conform to the guidelines in the applicable activities handbook, and a list of such trips shall be filed by the coach, athletic director, advisor or sponsor with the principal and the executive secretary of the Kenai Peninsula Schools Activities Association.

Extended field trips planned during the school year for days when school is not in session shall be subject to the conditions listed above.

**Extended Field Trips (Out-of-State or International)**

Field trips involving travel and accommodations for out-of-state sports, activities and educational activities are the responsibility of the local administrator and staff subject to approval by the Superintendent.

The purchasing department must be involved to assist in planning and vendor selection. As a result, requests for out-of-state or international trips involve substantial advance planning. Requests shall be forwarded to the Superintendent on the District field trip form (*E 6153a Preliminary Field Trip Preparation*) for pre-approval prior to formal planning or fundraising. This preliminary approval must be obtained when plans are initiated or within the timeframes listed below, whichever comes first:

- o a minimum of 10 months prior to the planned excursion for out-of-state trips,
- o a minimum of 18 months prior to the planned excursion for international trips.

**SCHOOL-SPONSORED TRIPS** (continued)

The Superintendent may approve requests for field trips outside of these timelines for unique circumstances that may arise.

Once vendor selection has been determined, E 6153(b) *Due Dates for Required Documents* will be provided to the trip organizer for compliance. Documentation for these trips will be forwarded to the Superintendent on the District field trip forms E 6153(c) *KPBSD Field Trip Information Form*, E 6153(d) *Verification of Field Trip Information*, and E 6153(e) *KPBSD Field Trip Questionnaire* with appropriate attachments within the advised timelines.

**Required Information to Be Submitted for Extended Out-of-State or International Field Trip Approval**

The following information requirements must be satisfied when District students are traveling out-of-state or internationally.

**Medical Coverage and Medical Training for Out-of-State or International Field Trips**

In addition to the conditions listed for all extended field trips, the following conditions also apply when travel is out-of-state or international:

1. Evidence of individual student medical insurance coverage must be presented by the student's parent/guardian to the principal prior to travel for all out-of-state or international travel. (A list of medical insurance providers will be made available for those without private family or individual coverage. This coverage will not be paid at District expense.)
2. The need for a chaperone with medical emergency training will be determined by the Superintendent prior to approval.

**Field Trips by Van and Automobile**

Due to safety concerns, students may not be transported in a 9 to 15-passenger van for any reason. 8-passenger (or less) mini vans are allowed. This includes vans that are privately-owned or rented. Whenever students are being transported in any motorized vehicle E3541.1(a) *School Driver Registration Form* should be completed. Additionally, E3541.1(b) *Private Vehicle Transport Safety Check* needs to be completed for student transport by any privately owned vehicle.

*(cf 3541.1 School Related Trips)*



**SCHOOL-SPONSORED TRIPS** (continued)

**Field Trips by Boat and Plane**

Field trips that employ a boat or plane must adhere to at least the following minimal guidelines. The principal and Superintendent may add additional requirements depending on the nature, location and extent of the proposed field trip and the age, nature and experience of the sponsors, staff, students and operators.

**For Trips by Private Marine Vessels**

1. The Superintendent may authorize the transportation of students by private, noncommercial vessels for approved field trips and activities provided the following conditions are met.
  - A. For motorized vessels, the vessel is operated by an adult, age 21 or older, who can demonstrate competence to operate the vessel. This competence may be demonstrated by the operator:
    - (1) Providing a copy of the appropriate commercial or charter license for the intended waters and vessel type to be used, or
    - (2) Providing documentation that the operator successfully passed a marine/boat/water safety course approved by the Superintendent as appropriate for the field trip to be taken.
  - B. In the case of non-motorized boat trips, when practical, a motorized vessel or boat operated by a qualified adult, age 21 or older, is available to respond in the event of an accident or incident.
  - C. The vessel is registered with the State of Alaska or issued a Certificate of Documentation by the U.S. Coast Guard, and when motorized, must be in compliance with the Courtesy Vessel Safety Check by the U.S. Coast Guard Auxiliary within 90 days of the time of travel.
  - D. Students traveling on an open boat shall wear appropriate flotation devices while onboard the vessel in compliance with U.S. Coast Guard regulations.
  - E. All student passengers provide a permission slip and waiver of liability signed by their parent(s) or guardian(s) (*Form E 6153(f) Student Indemnification Statement Waiver of Liability*).

**SCHOOL-SPONSORED TRIPS** (continued)

- F. The owner, operators and passengers have been informed that the registered owner of the vessel is responsible for any accidents which may occur.
- 2. Trip plans, including name of vessel operator, location and itinerary of trip, type and identification of vessel, must have prior approval from the Superintendent. The Superintendent must be notified of any deviation from the approved itinerary or trip plan.

**For Trips by Commercial Marine Vessels**

- 1. When traveling on a commercial or charter vessel, students must be transported by a U.S. Coast Guard approved vessel. U.S. Coast Guard approval must be for the number of commercial passengers carried on the vessel.
- 2. The captain of the vessel used to transport students must be certified by the U.S. Coast Guard to operate a commercial vessel. The captain must be certified for operating the size and type of vessel required. A copy of the vessel operator's license must be on file in the school.
- 3. All School District students, staff and chaperones must be provided with U.S. Coast Guard approved survival equipment while on the vessel. Students traveling in an open boat shall wear appropriate flotation devices while underway.
- 4. The owners of the commercial vessel used for the transportation of students and District staff must have the vessel insured with minimum liability of \$1,000,000 as well as the District named as an additional insured. A copy of the insurance certificate must be provided to Risk Management in advance of the trip and also be on file in the school.
- 5. All commercial boats used while abroad must meet international nautical standards.

**Field Trips by Aircraft**

Field trips that use aircraft must adhere to the following guidelines in addition to those found elsewhere in this manual.

**SCHOOL-SPONSORED TRIPS** (continued)

1. Students must be transported by a Federal Aviation Administration approved aircraft. Approval must be for the number of commercial passengers for which the aircraft is certified. Students may be transported on commercially operated aircraft only.
2. The pilot must have a Commercial Pilot's Certificate issued by the Federal Aviation Administration. Additionally, the pilot must be certified in the type of aircraft being used to transport students, staff and chaperones.
3. All School District students, staff and chaperones must observe and follow all safety procedures dictated by the air carrier.
4. All commercial aircraft used while abroad must meet international aviation standards.
5. The owners of the large commercial airlines used for the transportation of students, staff and chaperones must have the aircraft insured with minimum liability of \$1,000,000. The owners of small aircraft carriers/charter carriers shall have a minimum liability of \$150,000. For small carriers, a copy of the insurance certificate must be provided to Risk Management in advance of the trip and must also be on file at the school.

**District-Hosted Visitors**

Official visits of one week or less by guests from other nations may be approved by the principal. Official visits of more than one week must be approved by the Superintendent.

The following information requirements must be satisfied when District schools are hosting visitors from abroad for an extended stay of more than one week. This information must be submitted to the Superintendent by the site administrator hosting the visitors at least 30 days prior, or when plans are arranged, whichever comes first, to granting approval or finalizing plans for the visit:

1. What are the anticipated dates of visitation from a school located in another country?
2. Who is the District certified employee in charge of this activity?
3. From what country will the visitors be coming?
4. What is the purpose of hosting this international visitation?

**SCHOOL-SPONSORED TRIPS** (continued)

5. How many students will be traveling to the District?
6. What is the age group of the students traveling to the District?
7. What is the intended itinerary for travel?
8. Where will the students be housed during their visitation to the District? A listing of specific parents who have agreed to host the visitors to our District must be provided.
9. Have certificates of insurance regarding health and accident insurance coverage for travelers been secured? (Provide appropriate evidence of insurance.)
10. What are the points of arrival and departure?
11. What arrangements have been made to assure safe passage to the point of disembarkation from the District?
12. Who is providing this information?

*Legal Reference:*

**UNITED STATES CODE**

*20 U.S.C. §§ 1400, et seq. Individuals with Disabilities Education Act*

*29 U.S.C., 794, Section 504, Rehabilitation Act of 1973*

**CHAPERONE/VOLUNTEER  
INDEMNIFICATION STATEMENT (Waiver of Liability)  
VOLUNTEER ALCOHOL / DRUG-FREE STATEMENT**

To the maximum extent allowed by law, I, \_\_\_\_\_, being a \_\_\_\_\_ (parent/volunteer, etc.) at \_\_\_\_\_ School, agree to defend, indemnify and hold harmless the Kenai Peninsula Borough and School District and its employees, directors and designees for expenses relating to injuries, accidents, diseases, property damage and/or property loss which may occur as a result of my participation in \_\_\_\_\_ (trip) for the \_\_\_\_\_ school year.

I understand that the Kenai Peninsula Borough and the School District neither provide medical insurance coverage nor liability insurance which would cover my actions. It will be my responsibility to provide for payment of such expenses, should they occur. I am aware of the hazards associated with the transportation to and from, as well as participation in, this activity.

I agree to abide by the School District's drug and alcohol policy ([BP 5131.6 Alcohol and Other Drugs](#)) and will be alcohol- and drug-free during the trip.

I understand that chaperones must stay with the group for the duration of the trip from departure to return. Any deviation must be approved by the principal.

I understand that chaperones must have an approved background check prior to the field trip. (The application for this Volunteer Screening Process is at <http://www.kpbsd.k12.ak.us/departments.aspx?id=19556>.)

Additional information is available through \_\_\_\_\_ (trip organizer's name) at \_\_\_\_\_ (phone number/location).

\_\_\_\_\_  
Parent/Guardian/Volunteer's Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness's Printed Name

\_\_\_\_\_  
Witness's Signature

\_\_\_\_\_  
Date

Original – Principal, Copy – Parent

**Do not use this form for students or for employees who are acting in the course and scope of employment while participating in this trip.**

**WEAPONS AND DANGEROUS INSTRUMENTS**

The Superintendent shall permit the possession of weapons, dangerous or deadly instruments, or their replicas at school or at school-related or school-sponsored activities only at the request of ~~a teacher~~ an administrator on E 1330(c) Application for Possession of a Firearm or Deadly or Defensive Weapon on School Grounds and with the assurance that such possession serves a positive, appropriate purpose. Before granting permission, the Superintendent shall verify that proper precautions have been taken to ensure that no accidents will occur and that the weapon or dangerous or deadly instrument will not be misused while under school supervision.

Law enforcement officials are exempt from the firearm provisions of the search and seizure policy.

**Weapons Reports**

A school employee confiscating any weapon or dangerous or deadly instrument shall deliver it to the building Principal or other appropriate authority immediately.

If an employee confiscates a weapon or dangerous or deadly instrument or knows or suspects that a student possesses such a weapon or instrument which has not been confiscated, the employee shall report the matter to the Principal immediately, and the Principal shall take appropriate action.

When informing the Principal about the possession or confiscation of a weapon or dangerous or deadly instrument, the employee shall report the name(s) of persons involved, the names of any witnesses, and the location and circumstances of the matter.

The Principal shall report any possession of a weapon or dangerous or deadly instrument to the student's parents by telephone or in person, if practicable, and shall follow this notification with written notification to the parents, and shall report all violations of this policy to the Superintendent.

**Disciplinary Action**

The Principal shall take appropriate disciplinary action in accordance with existing Board policies and regulations and shall report all such actions to the Superintendent.

*(cf. AR 5144 Discipline Guide)*

**WEAPONS AND DANGEROUS INSTRUMENTS (CONTINUED)**

When the weapon involved is a firearm, as defined in Section 921 of Title 18 of the United States Code, or a deadly weapon as prohibited in AS 14.03.160, the Principal shall immediately refer the matter to the Superintendent for appropriate action. In cases of firearms, the Superintendent shall recommend the student's expulsion from school for a period of not less than one (1) calendar year, unless a different period of expulsion is justified after consideration of the matter on a case-by-case basis. A different period of suspension or expulsion may be justified after consideration of the matter on a case-by-case basis. The Superintendent shall consider any special circumstances involved in the violation, including those in aggravation or mitigation. The Superintendent shall also be responsible for referring to law enforcement authorities any student who violates this policy.

If the student involved has an individual education plan (IEP), an IEP team meeting will be called to determine whether there is a connection between the behavior and the disability and to determine appropriate discipline or placement of the student, in accordance with applicable law.

A student who has been suspended or expelled for violating this policy may seek early reinstatement by submitting a written request to the Superintendent. The request must identify all the reasons why the student feels that early reinstatement is appropriate. In evaluating the request, the Superintendent should consider the severity of the weapons violation, the student's discipline record, the amount of the suspension or expulsion the student has served at the time of the request, and any other relevant criteria. As a requirement of early readmission, a student must sign a written contract with the District which identifies conditions of early reinstatement. The contract shall clearly state that any violation of school rules by the student will result in immediate reinstatement of the remaining suspension or expulsion period for the prior weapon violation. A decision of the Superintendent to grant or deny a request for early readmission shall be final and the student will be notified of the decision within 10 school days.

The Superintendent shall provide the Board with a written report of all violations of this policy, including the circumstances of the violation, the type of weapon involved, and the disciplinary or other action taken in response to the violation of policy.

**WEAPONS AND DANGEROUS INSTRUMENTS (CONTINUED)**

**Reports to State of Alaska**

In addition to the Superintendent's report to the School Board of violations of the Board's policies on weapons and dangerous instruments, the Superintendent shall provide a report to the Alaska Department of Education with a description of the circumstances surrounding expulsions imposed under Board policy relating to violations of the Board's policy on weapons and dangerous instruments. This report shall include, at a minimum, the following information:

1. the name of the school concerned,
2. the number of students expelled from such school, and
3. the types of weapons or dangerous instruments concerned.

**Definitions**

The term "Firearm" shall have the meaning as defined in section 921 of Title 18, United States Code.

The terms "Deadly Weapons," "Weapon," and "Dangerous Instruments" are defined as anything designed for and capable of causing death or serious physical injury, including to the extent that they are not already included in the above definition, any pistol, revolver, rifle, shotgun, air gun, spring gun or zip gun, any bomb or explosive, including fireworks, any poison, any dangerous or deadly gas, any slingshot, bludgeon, nightstick, straight razor or throwing star, brass knuckles or artificial knuckles of any kind, any knife, axe, or club.

The term "parent," shall include legal guardians, foster parents, or other individual(s) who have a similar legal responsibility for the child.

*(cf. 3515 – School Safety and Security)*  
*(cf. 4158/4258/4358 - Employee Security)*  
*(cf. 5144.1 - Suspension and Expulsion/Due Process)*