



KENAI PENINSULA BOROUGH SCHOOL DISTRICT
Policy Review Committee Meeting

May 4, 2015

12:30 PM

Seward High School Library

AGENDA

- I. Call to Order
- II. Approval of notes from Policy Meeting of April 6, 2015 Page 2
- III. Information items
- IV. Exhibits
 - i. E 6145.22 ASAA Parent's Guide to Concussions in Sports Page 3
- V. Previous discussions
 - i. *BP 5125.1 Release of Directory Information*Page 10
 - ii. *E 5125.1 Directory Information Parent Opt-Out Form*Page 12
 - iii. *AR 5141.22 Infectious Diseases*Page 13
 - i. *AASB 6114.4(a) Pandemic/Epidemic Emergencies* ...Page 16
 - iv. *AR 1330 Use of School Facilities and Properties*Page 18
- VI. New
 - i. *AR 2121 Superintendent's Contract*Page 26
 - ii. *BP 6187 Establishment of Charter Schools*Page 27
- VII. Review of Section 4000-5000

Please bring your laptop

For most current agenda refer to http://www.kpbsd.k12.ak.us/students_parents.aspx?id=8922



Kenai Peninsula Borough School District Policy Committee Meeting Notes

April 6, 2015

12:45 PM

Conference Room C, Borough Building

ATTENDANCE:

Dan Castimore – Present
Lynn Hohl – Present
Marty Anderson – Absent
Dave Jones – Present
Sarge Truesdell – Present

Guests:

Laurie Olson
Julie Cisco
Carmen Magee

CALL TO ORDER:

The meeting convened at 12:48 PM

**APPROVAL OF
NOTES:**

The notes from the March 2, 2015 meeting were approved as written.

**TOPICS
DISCUSSED:**

The agenda was modified to move information item *BP 5125.1 Release of Directory Information* to V. Previous discussions, item ii.
BP 5141.31 Immunizations
BP 5125.1 Release of Directory Information
BP 3470 Fund Balance
AR 1330 Use of School Facilities and Properties

ACTION TAKEN:

BP 5141.31 Immunizations
- move forward to worksession
BP 5125.1 Release of Directory Information
- No unanimous decision, concerns with information released, return to Policy Review Committee
BP 3470 Fund Balance
- Move forward to worksession, with some examples and scientific reasons for the chosen percentages
AR 1330 Use of School Facilities and Properties
- Agenda item not discussed, return to Policy Review Committee

ADJOURN:

The meeting was adjourned at 1:32 PM

Submitted by: Natalie Bates

ASAA Parent's Guide to Concussions in Sports (Revised 04/14)

What is a concussion?

- A concussion is a brain injury which results in a temporary disruption of normal brain function. The injury occurs when the brain is violently rocked back and forth or twisted inside the skull as a result of a direct or indirect force. An athlete does not have to lose consciousness (“knocked-out”) to suffer a concussion. In fact only 3-10% of concussions do produce loss of consciousness.

Concussion Facts

- It is estimated that over 250,000 high school athletes across the United States suffer a concussion each year. (Data from NFHS Injury Surveillance System, 2010-2011). The CDC estimates 5.5 million sports concussions occur annually in the United States (CDC, 2011)
- Concussions occur most frequently in hockey and football, but girls’ soccer, boys’ soccer, and girls’ basketball follow closely behind. All athletes are at risk.
- A concussion is a traumatic injury to the brain.
- Concussion symptoms may last from a few days to many months.
- Concussions can cause symptoms which interfere with school, work, and social life.
- An athlete should not return to sports when still having symptoms from a concussion as they are at risk for prolonging symptoms and at risk for sustaining additional, more serious, brain injury.
- A concussion may cause multiple symptoms. Many symptoms appear immediately after the injury, while others may develop over the next several days or weeks. The symptoms may be subtle and are often difficult to recognize.

What are the signs and symptoms of a concussion?

SIGNS OBSERVED BY PARENTS, FRIENDS, TEACHERS OR COACHES

Appears dazed or stunned

Is confused about what to do

Forgets plays

Is unsure of game, score, or opponent

Moves clumsily

Answers questions slowly

Loses consciousness

SYMPTOMS REPORTED BY ATHLETE

Headache

Nausea

Balance problems or dizziness

Double or fuzzy vision

Sensitivity to light or noise

Feeling sluggish

Feeling foggy or groggy

Shows behavior or personality changes

Can't recall events prior to hit

Can't recall events after hit

Concentration or memory problems

Confusion

What should I do if I think my child has had a concussion?

If an athlete is suspected of having a concussion, he or she must be immediately removed from play, be it a game or practice. Alaska Statute requires that (1) a student who is suspected of having sustained a concussion during a practice or game shall be immediately removed from the practice or game and (2) a student who has been removed from participation in a practice or game for a suspicion of a concussion may not return to participation in practice or game play until the student has been evaluated and cleared for participation in writing by an athletic trainer or other qualified person who has received training, as verified in writing or electronically by the qualified person, in the evaluation and management of concussions.

Continuing to participate in physical activity after a concussion can lead to worsening concussion symptoms, increased risk for further injury, and even death. Parents, coaches, and officials are not expected to be able to “diagnose” a concussion, as that is the job of a medical professional. However, you must be aware of the signs and symptoms of a concussion. And, if you suspect a concussion, then your child must stop playing:

When in doubt, sit them out!

All athletes who sustain a concussion need to be evaluated by a health care professional who is familiar with sports concussions. You should call your child's physician and explain what has happened and follow your physician's instructions. If your child is vomiting, has a severe headache, is having difficulty staying awake or answering simple questions he or she should be taken to the emergency department.

When can an athlete return to play following a concussion?

After it is determined that an athlete has suffered a concussion, the athlete may not return to play or participate until the athlete has completed the ASAA Return to Play Protocol. Previously, athletes were allowed to return to play if their symptoms resolved within 15 minutes of the injury. Studies have shown us that the young brain does not recover quickly enough for an athlete to return to activity safely in such a short time.

Concerns over athletes returning to play too quickly have led state lawmakers, in Alaska and most other states, to pass laws stating **that no player shall return to play following a suspicion of concussion on that same day and the athlete**

must be cleared by an appropriate health care professional before they are allowed to return to play in practices or games. The laws also mandate that coaches receive education on recognizing the signs and symptoms of concussion.

Where an athlete is evaluated as having suffered a concussion, only when an athlete has been completely free of concussion symptoms for 24 hours, are they eligible to be cleared to begin the Return to Play Protocol. The athlete should proceed with activity in a step-wise fashion to allow the brain to re-adjust to exertion. There is a minimum of 24 hours between steps in the Protocol. Some athletes complete one step each day. An individual athlete may be guided through the Protocol more slowly if they are at risk for prolonged concussion or additional brain injury. If symptoms recur during exercise, then exercise is ended and begins the next day at the preceding day's level.

Concussion Return to Play Protocol (ASAA, 2/18/2012)

- **Symptomatic Stage:**
 - Physical and Cognitive Rest.
 - Then Incremental Cognitive Work, without Provoking Symptoms.
 - **If no symptoms, then:**
- **Day 1:**
 - Begin when symptom free for 24 hours.
 - 15 min **light aerobic** activity (walk, swim, stationary bike, no resistance training).
 - **If no symptoms, then:**
- **Day 2:**
 - 30 min **light-mod aerobic** activity (jog, more intense walk, swim, stationary bike, no resistance training).
 - **Start PE Class** at previous day's activity level.
 - As RTP Protocol activity level increases, PE activity level remains one day behind.
 - **If no symptoms, then:**
- **Day 3:**

- 30 min **mod-heavy aerobic** activity (run, swim, cycle, skate, Nordic ski, no resistance training).
- **If no symptoms, then:**
- **Day 4:**
 - 30 min **heavy aerobic** (hard run, swim, cycle, skate, Nordic ski).
 - 15 min **Resistance Training** (push-up, sit-up, weightlifting)
 - **If no symptoms, then:**
- **Day 5:**
 - **Return to Practice, Non-contact Limited Participation** (Routine sport-specific drills).
 - **If no symptoms, then:**
- **Day 6:**
 - **Return to Full-Contact Practice**
 - **If no symptoms, then:**
- **Day 7:**
 - **Medically Eligible for Competition when completes RTP Protocol and is cleared by Healthcare Professional**
 - **ASAA Eligibility Criteria** must be met before return to competition.

If symptoms recur at any step, the athlete should cease activity and be re-evaluated by their health care provider.

How can a concussion affect schoolwork?

Following a concussion, many athletes have difficulty with cognitive work: thinking, focusing attention, calculating, attending school, doing homework, taking tests. These problems may last from days to months and often involve difficulties with short and long-term memory, concentration, and organization.

Following concussion, athletes should begin with a period of rest, in which they avoid cognitive work. As concussion symptoms diminish and the athlete feels able, he/she can begin trials of cognitive work, e.g. reading, texting, computer, TV, videos, school. The introduction of cognitive work should be in short increments which increase progressively in length, so long as symptoms do not recur or worsen with the work. For example, start with 30 minutes of computer time, and, if symptoms do not worsen, try one hour later in the day. If several

hours of cognitive work are well tolerated at home, try attending a half day of school. When a full day of school is tolerated add homework.

Academic accommodations may be necessary for students attempting to attend school when they still have concussion symptoms. In many cases it is best to lessen the athlete's class load early on after the injury. This may include staying home from school for a few days, followed by a lightened schedule for a few days, or perhaps a longer period of time, if needed. Decreasing the stress on the brain early on after a concussion may lessen symptoms and shorten the recovery time. If cognitive work at any time provokes or exacerbates symptoms, then the work should be discontinued and there should be cognitive rest until the symptoms subside. The student can attempt to advance cognitive work again on the day following resolution of the increased symptoms.

What can I do?

- Learn to recognize the “Signs and Symptoms” of concussion as listed above.
- Emphasize to administrators, coaches, and other parents your concerns and expectations about concussion and safe play.
- Teach your athlete to tell the coaching staff if the athlete suspects that they or a teammate has a concussion.
- Monitor sports equipment for safety, fit, and maintenance.
- Ask teachers to monitor any decrease in grades or changes in behavior that could indicate concussion.
- Report concussions that occurred during the school year or over the summer to appropriate school staff. This will help in monitoring and protecting injured athletes as they move to the next season's sports.

Why is it so important that an athlete not return to play until they have completely recovered from a concussion?

Athletes who are not fully recovered from an initial concussion are significantly vulnerable for recurrent, cumulative, and even catastrophic consequences of a second concussive injury. The risk of such difficulties is diminished if the athlete is allowed time to recover from the concussion and return to play decisions are carefully made. No athlete should return-to-sport or other physical activity when symptoms of concussion are present.

Is a “CAT scan” or MRI needed to diagnose a concussion?

Diagnostic imaging tests, which include CT (“CAT”) and MRI scans, are rarely needed following a concussion. While these are helpful in identifying life-threatening brain injuries (e.g. skull fracture, bleeding, swelling), the tests are typically normal, even in athletes who have sustained a severe concussion. A

concussion is diagnosed based upon the athlete's story of the injury and a physical examination.

What is the best treatment to help my child recover more quickly from a concussion?

The best treatment for a concussion is rest. There are no medications that can speed the recovery from a concussion. Exposure to loud noises, bright lights, computers, video games, television and phones (including text messaging) all may worsen the symptoms of a concussion. You should allow your child to rest as much as possible in the days following a concussion. As the symptoms lessen, you can allow increased access to computers, video games, etc., but the access must be lessened if symptoms worsen.

How long do the symptoms of a concussion usually last?

The symptoms of a concussion will usually go away within two weeks of the initial injury. However, in some cases, symptoms may last for several weeks, or even months. Symptoms such as headache, memory problems, poor concentration, and mood changes can interfere with school, work, and social interactions. The potential for such long-term symptoms and disability underscores the need for careful management of all concussions.

How many concussions can an athlete have before he or she should stop playing sports?

There is no "magic number" of concussions that determine when an athlete should give up playing contact or collision sports. The circumstances surrounding each individual injury, such as mechanism of injury and length of symptoms following the concussion, are very important and must be considered when assessing an athlete's risk for further and potentially more serious concussions. The decision to "retire" from sports can only be reached following a thorough review of the athlete's concussion history, coupled with a thorough and frank discussion between you, your doctor, and your child.

I've read recently that concussions may cause long-term brain damage in professional athletes. Is this a risk for high school athletes who have had a concussion?

The issue of "chronic encephalopathy" in some former NFL and NHL players has received much media attention. Very little is known about what may be causing dramatic abnormalities in their brains. These players had long professional careers after playing in high school and college. In most cases, they played more than 20 years and suffered multiple concussions in addition to thousands of other blows to their heads. Alcohol, steroid, and other drug use may also have contributed to the brain changes. The average high school athlete does not

accumulate nearly the number of potentially injurious blows to the brain as a professional player. But we know that the teenage brain is much more vulnerable to injury and to more severe injury than the older brain. And the fact that we know very little about the long-term effects of concussions in young athletes is further reason to very carefully manage each and every concussion.

What will happen when my child completes the Return To Play Protocol?

When the Return to Play Protocol has been successfully completed, the athlete will be examined by the responsible healthcare provider. Additional tests may be appropriate. The provider will sign a medical clearance to resume competition. The Return To Play Protocol together with medical examination is the internationally recognized process by which concussed athletes are returned to athletic participation as safely as possible. Completing the Return to Play Protocol and medical examination does not mean that the brain has fully recovered from concussion or that there is not risk in returning to competition. But it is the safest way that physicians know at this time. Participation in athletics is accompanied by risk of injury, permanent disability, and death. Having recently sustained a concussion, an athlete is at increased risk for another head injury. Once the athlete is medically eligible to return to competition, the parent and athlete will be asked to sign consent, accepting the risk in returning to play.

Some of this information has been adapted from the CDC's "Heads Up: Concussion in High School Sports," from materials by the OSAA's Medical Aspects of Sports Committee and from materials prepared by the NFHS Sports Medicine Advisory Committee. Please go to www.cdc.gov/ncipc/tbi/Coaches_Tool_Kit.htm or www.nfhs.org for more information.

If you have any further questions regarding the policies and procedures for managing concussions in Alaska student athletes or want to know how to find a concussion specialist in Alaska, please visit the Alaska School Activities Association website, asaa.org, and your school district website.

ASAA SMAC rev 2 18 2012

Adopted 4/15

RELEASE OF DIRECTORY INFORMATION

Directory information means information contained in an education record of a student which would not generally be considered harmful or an invasion of privacy if disclosed.

The Superintendent may use student directory information in school publications and may authorize the release of directory information to representatives of the news media, prospective employers, post-secondary institutions, military recruiters, legislators, or nonprofit or other organizations. Directory information consists of the following: student's name, mailing address, telephone number, electronic mail address, photograph, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of athletic team members, dates of attendance, grade level, enrollment status, degrees, honors and awards received, scholarship eligibility, and most recent previous school attended.

(cf. 5128 – Alaska Performance Scholarship)

Directory information may not include a student's social security number or student identification number, unless the student identification number qualifies as an electronic identifier. An electronic personal identifier is an ID used by a student to gain access to student electronic services such as on-line registration, on-line grade reporting, or on-line courses. These electronic personal identifiers may be disclosed as directory information so long as the identifier cannot be used by itself to gain access to educational records but must be combined with a PIN or other access device.

The District, before making directory information available, shall give public notice at the beginning of each school year of the information which it has designated as directory information. This notice shall also identify all disclosures required by state and federal law, unless parents opt out of such disclosure. The District shall allow a reasonable period of time after such notice has been given for parents/guardians to inform the District that any or all of the information designated should not be released. The District may provide parents with the ability to limit disclosure to specific parties or for specific purposes, as determined by the District.

Directory information shall not be released regarding any student whose parent/guardian notifies the District in writing that such information may not be disclosed. Directory information shall not be released for personal or commercial purposes. The *E 5125.1(b) Directory Information Parent Opt-Out Form* is provided for this purpose. Parents may not, by opting out of directory information, prevent a school from requiring a student to identify him or herself, or to wear or carry a student ID or badge.

RELEASE OF DIRECTORY INFORMATION

The District may disclose directory information about former students without meeting the requirements of this section.

Legal Reference

ALASKA STATUTES

- 14.03.113 District determination of scholarship eligibility*
- 14.30.745 Provision of student information to academy*
- 14.43.930 Scholarship program information*
- 14.43.810-849 Alaska Merit Scholarship Program*

UNITED STATES CODE

- 20 U.S.C. § 1232g*
- No Child Left Behind Act, 20 U.S.C. § 7908 (2001)*
- USA Patriot Act, § 507, P.L. 107-56 (2001)*

ALASKA MUNICIPAL CODE

_____ *4 AAC 43/-1—900 Alaska Performance Scholarship Program*

CODE OF FEDERAL REGULATIONS

_____ *34 C.F.R Pt 99 as amended, December 2011*

KENAI PENINSULA BOROUGH SCHOOL DISTRICT

~~Adoption Date: 8/6/2012~~ Revised:

Kenai Peninsula Borough School District

Directory Information Parent Opt-Out Form

I request that my student be exempted from release of student directory information including student's name, address, telephone number, email address, photograph, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of athletic team members, dates of attendance, grade level, enrollment status, degrees, honors and awards received, scholarship eligibility, and most recent previous school attended.

School Name:		Date of Birth:	
Student Name:		Student ID #:	

- Withhold Student Directory Information from representatives of the military.
- Withhold Student Directory Information from all other representatives (includes post-secondary educational institutions, prospective employers, legislators, news media, sport publications and non-profit or other organizations).
- Withhold my student's eligibility for University of Alaska scholarship programs.
- Withhold student names, addresses and phone numbers from Alaska Military Youth Academy.
- Withhold place of birth from Student Directory information released.
- Withhold student photographs or videotapes from District or school publications including but not limited to yearbook, student newsletters, Parent/Student Handbook; on the Internet; or for use or broadcast by the news media.

This opt-out is valid until a new form is completed.

Parent Name (printed)

Parent Signature

Date

This form should be returned to the school and is only valid for information requested from the School District after the form is received and entered.

cc: School
Assistant Superintendent of Instruction

INFECTIOUS DISEASES

The Superintendent shall work in cooperation with local and state health and human service agencies and in conformance with public health statutes and regulations in developing a plan for the prevention, control, and management of infectious diseases of public health significance in public schools. KPBSD's nursing services shall be responsible for the plan to ensure control of infectious diseases in schools.~~shall consult with local medical and/or health officials regarding the criteria for determining the admission or exclusion of a child with a suspected or diagnosed infectious disease. If necessary, the Superintendent shall obtain a written statement from the student's physician that the child does not pose a risk of infection to other students and District personnel.~~

Confidentiality

The Superintendent shall ensure that student confidentiality is strictly observed in accordance with law. No District employee shall release medical information, including knowledge of an infectious disease, without written consent from the parent/guardian. Such information may be shared only with those persons specifically named in the written permission.

Students with Blood Borne Pathogen Infection

1. Upon receipt of the diagnosis, the Superintendent shall request a signed release of information from the child's parent/guardian authorizing the Superintendent to obtain confidential information from the student's physician and any other source of pertinent medical, psychological or educational information.
2. The Superintendent shall convene a 504 Accommodation Team composed of the following:
 - a. The student's parent/guardian;
 - b. The student's physician;
 - c. The District's appointed medical consultant or public health official;
 - d. The Superintendent;
 - e. Other appropriate school personnel.
3. The 504 Accommodation Team will review the educational, health and related information collected and evaluate placement options. The team shall consider:

INFECTIOUS DISEASES

- a. the age, physical condition, neurological development and behavior of the infected student;
 - b. the expected type of interaction with others in the school environment;
 - c. risks to the infected student, the other students, and the school staff; and
 - d. the school's capacity to meet the needs of the student.
4. The 504 Accommodation Team shall develop a written plan recommending
- a. placement options, i.e., regular classroom or an alternative educational program; and
 - b. procedures for personal care and for academic program modification, if necessary.

The panel shall review this plan regularly to determine need for changes in placement, care or services.

5. The 504 Accommodation Team is encouraged to recommend an alternative program when:
- a. the student:
 - (1) has uncoverable, oozing lesions;
 - (2) is unable to safely control bodily secretions; or
 - (3) exhibits behavior that puts other students at risk, i.e., biting.
 - b. The infected student is at high risk of acquiring a secondary infection;
 - c. The infected student has acquired a secondary infection that presents a recognized risk of being transmitted in a school setting; and
 - d. The infected student has a significant health problem that permanently restricts his/her ability to attend class.

INFECTIOUS DISEASES

6. The identity of the infected student shall be held in confidence. Team members shall not share this confidence with anyone outside the team except in accordance with law.
7. The Superintendent shall arrange for the student's parent/guardians and physician to be notified when infections such as chicken pox, cytomegalovirus, herpes simplex, tuberculosis or measles occur at school.

PANDEMIC/EPIDEMIC EMERGENCIES

BP 6114.4(a)

Note: This optional policy may be revised or deleted.

The School Board recognizes that a pandemic/epidemic outbreak is a serious threat that stands to affect students, staff, and the community as a whole. With this consideration in mind, the School Board establishes this policy in the event the town/municipality and/or school district is affected by a pandemic/epidemic outbreak. At all times the health, safety and welfare of the students shall be the first priority.

Planning and Coordination

The Superintendent or designee shall designate one or more staff members to serve as a liaison between the school district and local and state health officials. This designee is responsible for connecting with health officials to identify local hazards, determine what crisis plans exist in the school district and community, and to establish procedures to account for student well-being and safety during such a crisis. The designee shall work with local health officials to coordinate their pandemic/epidemic plans with that of the school district.

With fiscal concerns in mind, the district may purchase and store supplies necessary for an epidemic/pandemic outbreak, including but not limited to disinfectant products, face masks, water, examination gloves, and other supplies as recommended by health officials.

The Superintendent or designee shall develop procedures and plans for the transportation of students in the event of an evacuation. Such procedures shall include provisions for students who cannot be transported to home at the time of the evacuation.

Response

In the event anyone within the school is discovered or suspected to have a communicable disease that may result in an epidemic/pandemic, that person may be quarantined pending further medical examination. Parents/guardians and local and state health officials shall be notified immediately.

In conjunction with local and state health officials, the Superintendent or designee shall ascertain whether an evacuation, lockdown, or shelter-in-place needs to be established. As soon as such a decision has been made, the school district shall attempt to notify the parents of all students.

In the event of an evacuation, the Superintendent or designee is charged with determining when the school shall re-open. In the event of a lockdown or shelter-in-place, the Superintendent or designee shall notify all proper authorities and relief agencies to seek their assistance for the duration of the lockdown or shelter-in-place.

PANDEMIC/EPIDEMIC EMERGENCIES (continued)

BP6114.4(b)

Infection Control

Any student or staff member found to be infected with a communicable disease that bears risk of pandemic/epidemic will not be allowed to attend school until medical clearance is provided by that individual's primary care physician or other medical personnel indicating that that person does not bear the risk of transmitting the communicable disease.

Continuance of Education

The Superintendent or designee shall develop a plan of alternate means of educating students in the event of prolonged school closings and/or extended absences. Such a plan may include providing students with assignments via mail, local access cable television, or the school district's website.

(cf. 5141.22 – Infectious Diseases)
(cf. 5141.23 – Infectious Disease Prevention)
(cf. 5144.1 – Suspension and Expulsion)
(cf. 6114 – Crisis Response Plan)

Legal Reference:

ALASKA STATUTES
14.03.02 School Year
14.30.045 (4) Grounds for suspension or denial of admission

ALASKA ADMINISTRATIVE CODE
4 AAC 05.090 The Family Educational Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. 1232g, 45 C.F.R. 99

Added 2/2010

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.~~ Tobacco is prohibited. Tobacco is defined to include tobacco in any form and/or any nicotine delivering devices. This does not include FDA approved nicotine replacement therapy products used for the purpose of cessation.
4. Alcoholic beverages/illegal or illicit drugs are not permitted in school facilities or on school property at any time.
5. 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 advance approval of E 1330c Application for Community Possession of Firearms.
6. 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. 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. Advertising or sales of merchandise and printed matter, except that incidental to the program, is forbidden on school grounds.
9. 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, or if use is of the swimming pool.
10. Rental agreements are not transferable.
11. 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.

USE OF SCHOOL FACILITIES AND PROPERTIES

12. 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. Fire and safety regulations shall be observed.
14. 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. 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. All KPBSD cancellations will be approved by the superintendent and reported to the Board annually.
16. The District is not responsible for loss or damage to personal property by individuals or groups.
17. The District may require a hold harmless agreement (when appropriate) and a certificates of insurance.
18. Violation of these rules or regulations shall restrict subsequent facility use agreement.

Application Procedure

1. E 1330a 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.
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.

USE OF SCHOOL FACILITIES AND PROPERTIES

7. Once fees have been collected, reservations can only be cancelled with the permission of the superintendent.

6-8. If applicant cancels, a cancelation fee of \$?? will be assessed.

Priority Use of Facilities

It is the goal of the Board to have facilities used as much as possible. 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, 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. 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.

USE OF SCHOOL FACILITIES AND PROPERTIES

These priorities apply to the initial scheduling of events. Cancelling a reservation to provide a higher priority group access requires the explicit permission of the superintendent.

Fees

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

Facility Use	Standard Rental	Commercial Rental
Classrooms–regular	\$15.00/hour	\$25.00/hour
Classrooms–specialized	\$20.00/hour	\$35.00/hour
Gymnasium	\$30.00/hour	\$55.00/hour
Kitchens	\$20.00/hour	\$35.00/hour
Dining Areas	\$20.00/hour	\$35.00/hour
Swimming Pools	\$20 75.00/hour*	\$4 95.00/hour

~~(includes life guard)~~

*Rates for swimming pools include all required fees including custodial services and life guards.

~~*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.
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.

USE OF SCHOOL FACILITIES AND PROPERTIES

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 1330a 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 1330a Room/Building Use Application.

USE OF SCHOOL FACILITIES AND PROPERTIES

Theater rules prohibit:

1. food, drinks, gum, smoking, obscenity, or 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. TeenCenter, 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.

USE OF SCHOOL FACILITIES AND PROPERTIES

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.

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

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)*

SUPERINTENDENT'S CONTRACT

The Superintendent should be compensated utilizing the following formula to provide a range of salary levels upon which the individual will progress in ~~five~~ seven equal steps based upon one step per year. Initial placement within this range will be negotiated between the Board and the Superintendent at the time of hire.

Lower end of range

Total compensation = Salary plus benefits of highest paid teacher/number of net days per contract (1.20) X number of net days in Superintendent contract.

Upper end of range

Total compensation=Salary plus benefits of highest paid teacher/number of net days per contract (1.40) X number of net days in Superintendent contract.

Net days for Superintendent are determined by total number of days of service less total number of vacation days.

If the Superintendent is the holder of a valid doctorate degree, then the formula above will apply to the KPEA salary schedule as adjusted for the holder of a doctorate degree.

This range shall be adjusted and applied every three years beginning on July 1, 2012.

KENAI PENINSULA BOROUGH SCHOOL DISTRICT
Adoption Date: 08/06/2012 Revised:

Establishment of Charter Schools

BP 6187

Charter schools are schools established under AS 14.03.250- 14.03.290 that operate within the public school district.

Charter schools are established upon the approval of an application by the ~~local~~ School Board and the ~~State Board of Education~~ and Early Development. Charter schools shall operate under in accordance with a written contract between the charter school and the ~~local~~ School Board.

Application Procedure for Establishing a Charter School

The following steps shall be followed in making are required to make an application for the establishment of a charter school in the Kenai Peninsula Borough School District.

1. Academic Policy Committee: The Academic Policy Committee shall consist of parents of students attending (or planning to attend) the charter school, teachers at the charter school (or teachers who agree to teach at the charter school), and employees of the charter school (or employees who agree to work at the charter school). Generally, the Academic Policy Committee is responsible for hiring the principal, supervising the academic operation of the charter school and ensuring fulfillment of the charter school mission.
2. Notification of Intent: Any person(s) wishing to establish a charter school shall notify the Superintendent of their intention by August 1 of the year prior to the date of intended implementation. The Superintendent shall establish an administrative committee to meet with the charter school representatives to review the application procedures, discuss the requirements of the application between the charter school and the ~~local~~ School Board, and to answer any questions the charter school representatives may have.

~~Note: Suggest moving these two paragraphs to "3. Charter School Application" Following the initial meeting with the administrative committee, the charter school representatives shall prepare the information required for the application.~~

~~Applications for charter schools shall be submitted to the local School Board no later than October 1 of the school year prior to the school year during which the charter school will begin operation. Applications received after the October 1 deadline shall not be considered until the next school year. All charter schools shall begin operations as agreed with the School Board, but no later than October 1.~~

3. Charter School Application: Following the initial meeting with the administrative committee, the charter school representatives shall prepare the information required for the application. The charter school shall provide information to the School Board as stipulated in E 6187 Charter School Application/Contract Provisions.

A draft contract between a charter school and the School Board shall be included as part of the application. The terms of the draft contract are shall not to exceed five ten years.

Applications for charter schools shall be submitted to the local School Board no later than October 1 of the school year prior to the school year during which the charter school will begin operation. Applications received after the October 1 deadline shall not be considered until the next school year. All charter schools shall begin operations as agreed with the School Board, but no later than October 1.

The Alaska Department of Education and Early Development Charter School Application and Rating Template will be used in the District's charter school application process.

Applicants are cautioned that the Alaska Department of Education and Early Development has its own policies and deadlines, and that to the extent the applicant's proposed charter school may be affected by those deadlines, the applicant should take those deadlines into account.

When the charter school is proposing to use a District facility which is already in use as a public school, the application and charter school contract will adhere to the "Sharing a District Facility" section of this policy.

It is not ~~the~~ a District or Board's responsibility to locate a facility to operate a charter school. The District will make available school capacity and enrollment information as needed.

4. School Board Work Session: Following the timely receipt of the complete application, the School Board shall hold a public work session with the charter school representatives. During this work session, the charter school representatives shall present their application ~~as a proposal for a charter school contract.~~

The ~~local~~ School Board and the charter school representatives may negotiate provisions of the contract during this meeting.

Note: Suggest moving these two paragraphs to "3. Charter School Application" ~~When the charter school is proposing to use a District facility which is already in use as a public school, the application and charter school contract will adhere to the "Sharing a District Facility" section of this policy.~~

~~It is not the Board's responsibility to locate a facility to operate a charter school.~~

5. Public Hearing on the Charter School Application: Following the work session, the School Board shall hold a public hearing on the proposed charter school application.

6. School Board Action: Following the work session and the public hearing, the ~~local~~ School Board shall place the charter school ~~proposal~~ application on the agenda for a regular School Board meeting. The School Board will take action to approve or deny the request to establish the charter school.

~~Note: Suggest moving these two paragraphs to a new section "8. Charter School Contract" Upon approval of the charter school by the local School Board and the State Board of Education, the contract will be signed by the president of the local School Board and the legally designated representative of the charter school.~~

~~The Superintendent shall serve as a contact person for all communications between the charter school and the District administration.~~

7. State Notification of a Charter School Application: Upon approval or rejection of a charter school application, the local School Board will submit to the State Board of Education and Early Development a copy of the charter school application and a report on the action taken by the local School Board not later than 20 working days following the School Board action.
8. Charter School Contract: Upon approval of the charter school application by the local School Board and the State Board of Education and Early Development, the draft contract included in the application will be finalized and signed by the president of the ~~local~~ School Board and the legally designated representative of the charter school.

The Superintendent shall serve as a contact person for all communications between the charter school and the District administration.

Annual Review of the Charter School

~~Once approved by both the local and State Boards of Education,~~ The charter school will be subject to an annual review of its operations and finances by the School Board. Annually, the charter school will submit a written report. Every three years they will make a presentation to the School Board and the public. ~~This~~ The annual written report will include information on the attainment of student performance expectations, ability to meet enrollment needs, meetings of the governing bodies of the charter school, descriptions of charter school activities, and other information of interest to the ~~local~~ School Board.

Breach of Contract

Failure to comply with the provisions of the contract between the charter school and the ~~local~~ School Board is considered a breach of contract and may result in the termination of the charter school.

Examples of breach of contract include but are not limited to:

- failure to meet or make reasonable progress toward achievement of the content standards or pupil performance standards identified in the contract,
- failure to meet generally accepted standards of fiscal management
- failure to accommodate all student applicants without working with the district to consider providing additional classroom space and additional teachers to meet community need
- violating any provision of law from which the charter school was not specifically exempted
- for other good cause

During the charter school's annual review with the School Board, compliance with the provisions of the contract will be monitored. If any allegations of noncompliance with the charter school contract (either by the charter school or by the ~~School~~ District) are presented either during the annual review or at any other time, the District shall report said allegations and any resulting recommendations to the School Board ~~shall investigate these allegations for consideration.~~ Prior to ~~canceling~~ considering the cancellation of the charter school contract, the District School Board and the charter school shall attempt to remedy any violations of the contract.

~~The terms of the contract are not to exceed five years. A review of the contract is to be made at the completion of the third year. A portion of that~~ Every three years a review shall be based on a comparison of ~~the Alaska Standards-Based Assessment state mandated~~ test scores of ~~the charter school's~~ students to those of the District average of a similar population ~~of the District.~~ If the ~~charter school~~ does not meet or exceed the District average, the District shall recommend to the School Board the conditions of the school shall be placed on a two-year probation approved by the School Board. Failure to meet the conditions of the probation will be grounds for ~~denial of a future charter cancellation of the charter.~~

Sharing a District Facility

Charter schools ~~that are~~ may be housed in a non-school District facility ~~will be recognized under Alaska Statutes 14.03.250-14.30.290.~~ Charter schools proposing to use District facilities ~~which are already in use as public schools,~~ may do so only on with the approval by the School Board.

When the charter school is proposing to utilize space in an existing District ~~school~~ facility:

1. ~~Based on enrollment projections and school capacity,~~ The Superintendent will determine if the amount of space requested by the charter ~~school~~ school can be made available ~~based on enrollment projections and school facility capacity.~~
2. ~~If the Superintendent determines space is available,~~ The Superintendent will negotiate the terms of sharing ~~a~~ the facility if space is available and make recommendations to the School Board.

Legal Reference:

ALASKA STATUTES

14.03.250 Establishment of charter schools

14.03.255 Organization and operation of a charter school

14.03.260 Funding for charter schools

14.03.265 Admission

14.03.270 Teacher or employee transfers, evaluations, and negotiated agreements

14.03.275 Contracts; duration

14.03.280 Regulations

14.03.290 Definitions

KENAI PENINSULA BOROUGH SCHOOL DISTRICT

Adoption Date: 5/5/2014

AR 6187 Charter School Guidelines

E 6187a Intent to Develop Charter Schools Application

E 6187b Charter School Application/Contract Provisions