



KENAI PENINSULA BOROUGH SCHOOL DISTRICT  
Policy Review Committee Meeting  
October 3, 2016  
12:45 PM  
District Office Redoubt Conference Room

**AGENDA**

- I. Call to Order
- II. Approval of notes from Policy Meeting of September 12, 2016 ... Page 2
- III. Information items
- IV. Exhibits
- V. Previous discussions
  - i. *AR 1330 Use of School Facilities and Properties* ..... Page 12
  - ii. *E 9130a Board Committee* ..... Page 20
  - iii. *BP 6187 Charter Schools* ..... Page 21
    - i. This policy was previously before the Board and Charter School Committee. The suggested language was previously approved by both; the policy was held up for other reasons.
- VI. New
  - i. *BP 6146.1 High School Graduation Requirements* ..... Page 25
    - i. Removal of reference to college readiness assessment
  - ii. *BP 6146.8 Diplomas* ..... Page 27
    - i. Removal of reference to college readiness assessment
  - iii. *AR6146.5 Special Services Grading and Graduation Guidelines*  
..... Page 28
  - iv. *AR 4117.6 Informal Hearing for Nonretention of Nontenured Staff*  
..... Page 30
- VII. Review of Section 7000-8000

**Please bring your laptop**

For most current agenda refer to:

[http://www.kpbsd.k12.ak.us/students\\_parents.aspx?id=34112](http://www.kpbsd.k12.ak.us/students_parents.aspx?id=34112)



**Kenai Peninsula Borough School District  
Policy Committee Meeting Notes  
September 12, 2016  
12:30 PM  
Homer High School, Room B103**

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**ATTENDANCE:**

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

Guests: Laurie Olson, Julie Cisco

**CALL TO ORDER:**

The meeting convened at 12:50 PM

**APPROVAL OF  
NOTES:**

The notes of the August 8, 2016 meeting were approved with the requested corrections.

**TOPICS DISCUSSED  
And ACTION  
TAKEN:**

*AR 1330 Use of School Facilities and Properties*  
– return to policy committee (pg. 2)  
*E 9130a Board Committees*  
– return to policy committee (pg. 10)  
*BP 3470 Fund Balance*  
– bring to worksession (pg. 12)

**ADJOURN:**

The meeting was adjourned at 1:17 PM

Submitted by: Natalie Bates

**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.~~ Smoking of any substance, legal or illegal, 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.
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, cancellations initiated by KPBSD must be approved by the superintendent.
- ~~6-8.~~ If a fee paying applicant cancels, a cancelation fee of \$50 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. ~~NONCOMMERCIAL PROFIT~~ 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. If a non-commercial organization is charging its members fees and making a profit from use of our facilities; commercial facility fees will be charged.
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.

**USE OF SCHOOL FACILITIES AND PROPERTIES**

6. PRIVATE, FOR PROFIT, COMMERCIAL GROUPS.

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.

<b>Facility Use</b>	<b>Standard Rental</b>	<b>Commercial Rental</b>
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 ————— \$20.00/hour\* ————— \$45.00/hour~~

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.
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.

**Community Relations**

AR 1330

**USE OF SCHOOL FACILITIES AND PROPERTIES**

**Swimming Pool Rates**

Non-Commercial \$25/hour per lifeguard, minimum of one required. Coaches can serve as backup.

**Birthday Party Rentals**

1-15 swimmers - \$65/hour

16-45 Swimmers - \$100/hour

46-75 Swimmers - \$125/hour

76-100 Swimmers - \$150/hour

\*\$25 for each additional lifeguard as needed for the pool activity

**Commercial Pool Rentals**

\$150/hour with \$25/hour for each additional lifeguard as needed.

**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.

**USE OF SCHOOL FACILITIES AND PROPERTIES**

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.

**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~~



**USE OF SCHOOL FACILITIES AND PROPERTIES**

~~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. Non-Commercial Groups who do not charge the participants a fee and including swim teams, student clubs, fire department dive teams, etc.~~

~~FEES: \$300-\$600 per performance, \$12575 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; plus technician fee \$65/hour and custodial and additional technical personnel charges as may be required or necessary. Rehearsal fee will be \$100125. A rehearsal period is four hours in length. An additional charge of \$30/hour will~~

**Commented [NB1]:** LH wants building principals to set fees/adjust

**Commented [NB2]:** LH wants to charge percentage of the gate

**USE OF SCHOOL FACILITIES AND PROPERTIES**

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.

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)

**KENAI PENINSULA BOROUGH SCHOOL DISTRICT**  
**REVISED: 9/9/2013**

**Bylaws of the Board**

E 9130(a)

**BOARD COMMITTEES**

**Committees of the Board**

**Policy Committee**

**Name:** Board Policy Review  
**Department:** Board of Education  
**Focus Area:** Policy Manual  
**Membership:** School Board Members with District Facilitator and School Administrators  
**Type:** Standing  
**Meeting Dates:** As needed  
**Duration:** Ongoing annually

**Chair: Selected by the Committee**

The Board of Education Policy Committee is charged with regular review and ~~rewrite, revision as necessary~~ of school district policies, ~~as necessary~~. The ~~three~~ ~~five~~ member committee includes a district level administrative liaison and a principal representative. The committee accomplishes their work specifically through a regular process of reviewing two sections of policy manual each year, reviewing updates proposed by the Alaska Association of School Boards, and reviewing policies which have been called into question or concerns expressed about. Members of the community and staff are included in discussions on specific issues. Once the policy committee completes their review, formatted policy updates are brought forward to the entire Board, usually first in worksession format and then through two official readings/action by the entire Board of Education.

**Commented [NB1]:** LH wanted changed to revision –

**Commented [NB2]:** LH – How chair is elected. Dan, Zen & Dave agreed, Lynn wanted 6

**Commented [NB3]:** LH – change language

**KENAI PENINSULA BOROUGH SCHOOL DISTRICT**  
**Adoption Date: 6/2/2008**

REVISED:  
BB 9130 Board Committees

**FUND BALANCE**

**Purpose of Fund Balance**

An appropriate **level of** fund balance is a critical factor in the long range financial planning of a school district to assure sound financial practices and management. There is a need to maintain a cash flow to provide financial reserves for unanticipated expenditures and/or revenue shortfalls of an emergency nature. Examples of these situations follow:

- **Unexpected costs** incurred by mandated, but not funded, State or Federal programs,
- Increased utility costs due to abnormal price increase or unusually cold weather,
- Greater than expected inflation,
- Unexpected decrease in Federal, State or Local revenue,
- Unexpected deficits in other operating funds (Student Nutrition Services, Transportation),
- Unexpected decrease in student enrollment.
- **To maintain programs during financial instability.**

Commented [NB1]: LH said not unexpected

Commented [NB2]: LH

**Definitions**

**Fund Balance** - the cumulative difference between revenues and expenditures; it approximates available resources absent significant liabilities.

**Fund Balance Classifications** - GASB 54 established five classifications for fund balance as follows:

- *Nonspendable fund balance*—amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (such as the corpus of an endowment fund)
- *Restricted fund balance*—amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation

**FUND BALANCE**

- *Committed fund balance*—amounts constrained to specific purposes by a government itself, using its highest level of decision-making authority (Kenai Peninsula Borough School Board); to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint. School Board action to constrain resources must occur prior to fiscal year-end; however, the specific amount can be determined in the subsequent period.
- *Assigned fund balance*—amounts a government *intends* to use for a specific purpose; intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority
- *Unassigned fund balance*—amounts that are available for any purpose; these amounts are reported only in the general fund.

The five categories of fund balance place varying strengths of spending constraints on available resources in a descending order as listed. Nonspendable fund balance is the most restrictive classification and unassigned fund balance is the least restrictive.

**State of Alaska Reserve Allowances** Alaska Administrative Code 4 AAC 09.160 (not GAAP compliant) establishes that reserves in the year-end fund balance in a school’s operating fund may be only in the following categories:

- (1) Encumbrances,
- (2) Inventory,
- (3) Prepaid expenses including fuel,
- (4) Retirement incentive program,
- (5) Self-insurance and
- (6) Federal impact aid received in response to the application submitted during fiscal year of the audit under 4 AAC 09.130.

Other uses of fund balance must be listed under the unreserved portion of the fund balance as “designations”.

**Commented [NB3]:** Committee agreed on additional wording

**Policy**

Alaska Statute AS 14.17.505 establishes that a District may not accumulate in a fiscal year an unreserved portion (as defined by 4 AAC 09.130) of its year-end fund balance in its school operating fund that is greater than 10 percent of its expenditures for that fiscal year.

**Minimum ~~Unassigned~~ Fund Balance**

**FUND BALANCE**

The District should maintain a minimum ~~unassigned~~ fund balance in its General Fund of 3 percent of the subsequent year's budgeted expenditures and out-going transfers. Official Board approval by majority vote is required to go below 3 percent. This minimum fund balance is to protect against cash flow shortfalls related to timing of projected revenue receipts and to maintain a budget stabilization commitment.

Commented [NB4]: Agreement on additional wording

- **Replenishing deficiencies** – when fund balance falls below the minimum 3 percent range, the District should replenish shortages/deficiencies using the budget strategies and timeframes described below.

The following budgetary strategies shall be utilized by the District to replenish funding deficiencies:

- The District will reduce recurring expenditures to eliminate any structural deficit or,
- The District will increase revenues or pursue other funding sources, or,
- Some combination of the two options above
- Replenishment of funds may occur over a multi-year period

Any amount in excess of 10percent will be utilized to reduce the School District request for local effort funding for the subsequent year.

When an expenditure has been duly authorized and funding to pay for the expenditure is available within multiple fund balance classifications, the funding available in the most restrictive classification will be used first.

*Legal References:*

ALASKA ADMINISTRATIVE CODE  
4 AAC 09.130 School District Audit  
4 AAC 09.160 Fund Balance

ALASKA STATUTES  
AS 14.17.505 Fund Balance in School Operating Fund

**USE OF SCHOOL FACILITIES AND PROPERTIES****CONDITIONS OF USE**

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**USE OF SCHOOL FACILITIES AND PROPERTIES**

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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.

**USE OF SCHOOL FACILITIES AND PROPERTIES**

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.

**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~~

**USE OF SCHOOL FACILITIES AND PROPERTIES**

~~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. Non-Commercial Groups who do not charge the participants a fee and including swim teams, student clubs, fire department dive teams, etc.~~

FEES: ~~\$300-\$600~~ per performance, ~~\$12575~~ 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; plus technician fee \$65/hour and custodial and additional technical personnel~~ charges as may be required or necessary. Rehearsal fee will be ~~\$100125~~. A rehearsal period is four hours in length. An additional charge of \$30/hour will

**USE OF SCHOOL FACILITIES AND PROPERTIES**

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.

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)

**KENAI PENINSULA BOROUGH SCHOOL DISTRICT**  
**REVISED: 9/9/2013**

**BOARD COMMITTEES**

**Committees of the Board**

**Policy Committee**

- Name:** Board Policy Review
- Department:** Board of Education
- Focus Area:** Policy Manual
- Membership:** School Board Members with District Facilitator and School Administrators
- Type:** Standing
- Meeting Dates:** As needed
- Duration:** Ongoing annually

The Board of Education Policy Committee is charged with regular review and rewrite as necessary of school district policies. The ~~three~~six member committee includes a district level administrative liaison and a principal representative. The committee accomplishes their work specifically through a regular process of reviewing two sections of policy manual each year, reviewing updates proposed by the Alaska Association of School Boards, and reviewing policies which have been called into question or concerns expressed about. Members of the community and staff are included in discussions on specific issues. Once the policy committee completes their review, formatted policy updates are brought forward to the entire Board, usually first in worksession format and then through two official readings/action by the entire Board of Education.

**KENAI PENINSULA BOROUGH SCHOOL DISTRICT**  
**~~Adoption Date: 6/2/2008~~**

**REVISED:**  
 BB 9130 Board Committees

## CHARTER SCHOOLS

### Establishment of Charter Schools

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. Charter schools shall operate under 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 application for the establishment of a charter school in the Kenai Peninsula Borough School District.

1. The 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).
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.

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.

The terms of an initial draft contract shall not exceed five years. The terms of a renewal contract may be for a period of up to ten years.

3. Charter School Application: The charter school shall provide information to the Board as stipulated in E 6187 Charter School Application/Contract Provisions.



**CHARTER SCHOOLS**

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.

4. School Board Work Session: Following the timely receipt of the complete application, the 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.

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 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.

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.

**CHARTER SCHOOLS****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 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.

**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 report will include information on the attainment of student performance expectations, 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
- violating any provision of law from which the charter school was not specifically exempted.

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 School Board shall investigate these allegations. Prior to canceling the charter school contract, the 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 review shall be based on a comparison of the Alaska Standards Based Assessment test scores of the school's students to those of the District average of a similar population of the District. If the school does not meet or exceed the District average the school shall be placed on a two-year probation. Failure to meet the conditions of the probation will be grounds for denial of a future charter.

**CHARTER SCHOOLS**

**Sharing a District Facility**

Charter schools that are 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 the approval by the School Board.

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

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

## HIGH SCHOOL GRADUATION REQUIREMENTS

The purpose of graduation requirements is to set guidelines that will insure that each high school graduate is exposed to the depth and variety of learning experiences necessary for present and future social and economic goals. Graduation requirements should be specific enough to direct students into major curricular areas and yet flexible enough to provide for individual student's abilities and needs. Completion of these requirements should be viewed as a minimal educational experience to be enriched through the selection of additional courses.

### Time Requirements

Students must attend high school (Grades 9-12) for a period of four years, eight semesters, or sixteen quarters unless they receive Board approval for an alternative program.

### Credit Requirements

A total of 22 units composed of those requirements listed below ~~and completion of a college readiness assessment (as defined in State Statute AS 14.03.075)~~. The Board shall provide for opportunities that allow every student to take a college assessment as defined in State Statute AS 14.03.075. The assessments shall be administered in accordance with state law and regulations. A student who successfully completes District graduation requirements shall be issued a diploma upon completion of one of these assessments.

1. Language Arts - 4.0 credits
2. Mathematics - 3.0 credits
3. Social Studies - 3.0 credits (World History – 1.0, U.S. History – 1.0, Government – 0.5, Alaska Studies – 0.5)
4. Science - 3.0 credits which must include 1.0 credit life science and 1.0 credit physical science.
5. Physical Education - 1.0 credit with the option of waiving 1/2 credit for cocurricular participation
6. Health - .5 credit

**HIGH SCHOOL GRADUATION REQUIREMENTS**

- 7. Practical and/or Creative Arts - 3.0 credits of practical or creative arts with a minimum of .5 practical arts and .5 creative arts credit
- 8. Electives - 4.5 credits or more may be taken as electives

**Optional Methods Of Satisfying Physical Education Requirements**

- 1. Students will be allowed to waive the elective 1/2 credit physical education graduation requirement through participation in athletic activities sponsored by the Kenai Peninsula Borough School District.
- 2. The student must substantiate that they have participated in a minimum of 4,050 minutes (67.5 hours) in order to receive a waiver.
- 3. The student will not receive credit for the physical education waiver but rather, will have their elective physical education requirement decreased by 1/2 credit, thus enabling them to take additional courses in another area.
- 4. The 1/2 physical education elective credit may be waived by participating in, and completing in good standing, District sponsored athletic activities. Such activities must be completed during a time period not to exceed a single school year and the preceding or following summer.
- 5. Other activities outside of the School District, verified by a certified teacher employed by the District, may meet the waiver requirement provided the activity meets the same time requirements as listed above.
- 6. Vigorous athletic activities not sponsored by the District may be considered for a waiver if students meet the minimum time requirements and are supervised by a certified teacher or individuals approved by ASAA.

*(cf. - 6146.8 Diplomas)*

*Legal Reference:*

ALASKA ADMINISTRATIVE CODE

4 AAC 06.075 *High school graduation requirements*

**KENAI PENINSULA BOROUGH SCHOOL DISTRICT**

**Revised: 08/04/2014**

**DIPLOMAS**

A diploma will be issued to those students who have completed graduation requirements as stipulated by the Board ~~and who have successfully passed all sections of the High School Graduation Exam have completed a college and career readiness assessment (as defined in AS 14.03.075)~~. The diploma will include the following statement:

"(School name and address) This certifies that (student name) has completed a course of study prescribed by the Kenai Peninsula Borough School District Board of Education and is therefore awarded this DIPLOMA given this (Date)" (signed by the Superintendent, Board President, and principal.

Special Services students meeting attendance requirements only will receive a certificate of achievement that reads:

"(School name and address) This certifies that (student name) has completed attendance requirements prescribed by the Kenai Peninsula Borough School District Board of Education and is therefore awarded this CERTIFICATE given this (Date)" (signed by the Superintendent, Board President, and principal.

Local high schools shall have the freedom to affix certain seals to the diploma to signify achievements defined and recognized by the individual school.

NOTE: Each student's official school transcript shall be clearly marked to indicate that the student has completed regular, correspondence, or special program course of study.

*(cf. - 6146.1 High School Graduation Requirements)*

**SPECIAL SERVICES GRADING AND GRADUATION GUIDELINES**

The following guidelines apply to those students who meet the eligibility criteria for a child with a disability as delineated by *The Alaska Special Education Handbook*.

**Grading** (For report cards and transcripts)

Students receiving special education assistance shall receive grades in the same manner and format as their non-disabled peers. The IEP will articulate modifications to the standard grading procedures.

Students who are in materials so substantially modified that the materials do not meet adopted State and KPBSD standards, will receive a U or S and will earn credit towards a certificate of achievement.

**High School Transcript**

Students shall have a complete transcript on file with the required number of credits before being issued a certificate of achievement or diploma. The transcript shall indicate the required courses for graduation. In cases where a substitution has been made, a narrative statement must be reflected on the student's IEP goals/objectives for the year in question.

**Diploma or Certificate of Achievement**

To receive a regular high school diploma, a student must meet the minimum number of graduation credits as per District ~~requirements and pass the High School Graduation Qualifying Exam (HSGQE)~~. When a disability precludes the teaching of the regular curricular offering, a modified course in the same subject area may be designed by the IEP team and offered. A high school diploma will be awarded to students who take the required number of modified courses and upon successful completion of the HSGQE.

When a disability is so severe that modified course offerings cannot be designed which meet state and District standards, the student will be awarded a Certificate of Achievement. The student's IEP team shall meet and determine the date that the student is to exit high school. All students must complete a minimum of four years in high school.

**Instruction**

**SPECIAL SERVICES GRADING AND GRADUATION GUIDELINES** (continued)

**Graduation Ceremony**

Students may participate in a formal graduation program once. Following the participation in the actual graduation ceremony and if the student received a Certificate of Achievement, the student may continue to attend school through age 21.

Students who have received a regular high school diploma are deemed to have completed their program and are no longer entitled to enroll in a School District program.

*(cf. - 5127 Graduation Ceremonies and Activities)*



**INFORMAL HEARING FOR NONRETENTION OF NONTENURED STAFF**

A nontenured teacher may be nonretained for any cause that the employer determines to be adequate. The following procedures shall apply to the nonretention of nontenured teachers. Unless otherwise noted, all days refer to calendar days.

1. Notification. The District shall notify a nontenured teacher of nonretention in accordance with AS 14.20.140(b) and any applicable provisions of the negotiated agreement with certificated staff. Unless an earlier date is set forth in the negotiated agreement, the teacher shall be notified in writing delivered or registered mail postmarked on or before the last day of the school term.
2. Statement of Cause. Within ten (10) days of receipt of the notification of nonretention, the teacher may submit a written request to the Superintendent or designee for a written statement of cause for the nonretention. Failure to submit a timely written request constitutes waiver of this right. On the teacher's timely written request, the Superintendent or designee shall deliver to the teacher a written statement of cause for the nonretention within ten (10) days.
3. Right to Informal Hearing. Within ten (10) days of receipt of the notice of nonretention, a nontenured teacher may submit a written request to the Superintendent or designee for an informal hearing before the School Board. Failure to submit a timely written request constitutes waiver of the right to an informal hearing. The Superintendent or designee shall schedule an informal hearing and shall inform the teacher of the date, time and place of the hearing not less than ten (10) days prior to the informal hearing.
4. Representation. The teacher may appear individually or be represented by a person of the teacher's choosing.
5. Hearing Procedures.
  - a. The informal hearing shall be held in closed session, unless opened by mutual consent.
  - b. The District shall record the informal hearing. On the teacher's written request, a copy shall be provided at the teacher's expense.

**INFORMAL HEARING FOR NONRETENTION OF NONTENURED STAFF**  
(continued)

- c. The representatives may submit whatever written documents they feel are germane to the arguments they will present, including affidavits. No witnesses may testify, except that the teacher's representative and a representative of District administration shall have the right to make a statement or presentation to the School Board. Additionally, the teacher can speak on his or her own behalf, even if represented.
  - d. Any written argument or documents that the parties expect to present at the informal hearing shall be exchanged by the parties no later than three (3) days prior to the informal hearing.
  - e. The informal hearing shall be scheduled for one hour 40 minutes and shall proceed as follows:
    - i. District administration presentation (15 min.); /district administration presentation (20 min)  
Teacher presentation (15 min.); teacher presentation(20 min)
    - ii. Rebuttal and closing presentation by District (5 min.); /rebuttal presentation by district (5 min)
    - iii. Rebuttal and closing presentation by teacher (5 min.) /rebuttal by teacher (5 min)
    - iv. District closing statement (5 min)
    - v. Teacher closing statement (5 min);
  - f. The School Board may, in its discretion, vary the proceedings.
6. Decision. Following deliberation in executive session, the School Board shall render an oral decision to affirm or revoke the notice of nonretention. The decision will be made by majority vote of the School Board members participating at the informal hearing. The School Board shall issue written notice of its decision within ten (10) days after the hearing.