



KENAI PENINSULA BOROUGH SCHOOL DISTRICT

Assistant Superintendent

Dave Jones

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January 23, 2009

TO: Board of Education
FROM: Dave Jones, Assistant Superintendent
SUBJECT: Proposed Policy Revisions

The following policies were reviewed by the Board Policy Committee on December 1, 2008 and discussed at the Board Worksession on January 12, 2009.

The *Board Bylaw 9311 Board Policies* states that prior to adoption, policies shall normally be given two readings by the Board. Normally, administrative regulations are given only one read and exhibits are only included in the information packet. Since the ARs and Exhibits this time are part of the annual review process which currently includes sections 2000 and 3000, they are being included for both a first and final read.

The following policies are now presented for a final read at the regular board meeting. The administration recommends making the following changes to policy:

BP & AR 1330 Use of School Facilities and Properties and *E 1330 Room/Building Use Permit* - This has been reviewed by legal and now includes restrictions against obscenity. The fees are currently being reviewed.

AR 2122 Superintendent of Schools – Job Description – changed “central” to “district”.

E 2240 Management and Communication Systems – The information formerly printed in the Administrator packets is now available on-line on the Deadlines List. We deleted the reference to publishing administrator packets.

E 2250 Absence from Buildings – Change requirement for superintendent notification from half a day to two hours and housekeeping changes.

BP 3311 Bids – Specified Superintendent as designated to oversee E-Rate application which will be designated to Director of Informational Services. This change was requested in the E-Rate review.

BP 3316 Conflict of Interest – Added requirement that Board be notified annually of all waiver requests.

Community Relations

BP 1330

USE OF SCHOOL FACILITIES AND PROPERTIES

The Board encourages community groups to use school facilities for civic, educational, cultural, and recreational purposes. School related activities shall take precedence over other use of school facilities. When not in conflict with this primary mission, facilities should be available for community use as much as possible, subject to the following limitations:

1. Rental fees should be charged as defined by regulation.
2. Facility use must preserve facilities and properties for District educational programs.
3. Facility use should be scheduled through the principal.
4. Facility users must comply with all applicable state and federal laws, city and borough ordinances, School Board policies, School District administrative directives, and permit conditions. All measures necessary to insure the safe, healthy and lawful conduct of the activities, including but not limited to crowd control measures and fire and police protection shall be undertaken and financed by the rental agreement holder.

(cf. 0100 - Philosophy)
(cf. 0430- Community School Program)
(cf. 6145.5 – Student Organizations and Equal Access)

Legal Reference:
ALASKA STATUTES
 04.16.080 Sales or consumption at school events
 14.03.100 Use of school facilities
 14.36.010-14.36.070 Community schools

ALASKA ADMINISTRATIVE CODE
 4 AAC 32.0100-32.030 Community schools

Elementary and Secondary Education Act, 20 U.S.C. § 7905, as amended by the No Child Left Behind Act of 2001 [P.L. 107-110]

KENAI PENINSULA BOROUGH SCHOOL DISTRICT

Adoption Date:

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Community Relations

AR 1330(a)

USE OF SCHOOL FACILITIES AND PROPERTIES

Conditions of Use

1. Sponsoring organizations shall provide competent adult supervision agreed upon at the time the request for facility use is submitted. Principals are program supervisors and shall not be called upon to supervise activities of other groups.
2. Applicants shall supply any special supervision, determined necessary by the principal.
3. Smoking is prohibited.
4. Alcoholic beverages/illegal or illicit drugs are not permitted in school facilities or on school property at any time.
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 the 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.
10. Rental agreements are not transferable.

USE OF SCHOOL FACILITIES AND PROPERTIES (continued)

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.
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. Violation of these rules and regulations shall restrict subsequent facility use agreement.
16. The District reserves the right to cancel an *E 1330a Room/Building Use Application* if such action is deemed necessary and in the best interest of the District. In the event of such revocation or cancellation, the District will refund any advance payment made and there shall be no claim or right to damages or expenses on the part of the permittee.
17. The District is not responsible for loss or damage to personal property by individuals or groups.
18. The District may require a hold harmless agreement and/or certificates of insurance, when appropriate.
19. Violation of these rules or regulations shall restrict subsequent facility use agreement.

Deleted: Room/Building Use Form
[E1330(a)]

Application Procedure

1. School facilities use applications shall be filed with the principal ten (10) days prior to the date when facilities are to be used.

USE OF SCHOOL FACILITIES AND PROPERTIES (continued)

2. One (1) copy of the approved *E 1330a Room/Building Use Application* will be retained at the school, one (1) copy will be returned to the requesting party, if appropriate.
3. Rental, labor, or other charges assessed shall be itemized on the report of building use form and one (1) copy submitted to the school, one (1) copy to the party making the request. The principal will be responsible for collecting all charges for rental, labor, supplies, damages, or other fees.

Priority Use of Facilities

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

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

Deleted: Requests shall be submitted to the principal.

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

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

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

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

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

USE OF SCHOOL FACILITIES AND PROPERTIES (continued)

Theater/Auditorium

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

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

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

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

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

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

Theater rules prohibit:

- | 1. food, drinks, gum, smoking, **obscenity**, feet on the furniture;
2. tampering with switches, equipment, or property;
3. issue of keys to non-school personnel;

USE OF SCHOOL FACILITIES AND PROPERTIES (continued)

4. loan of school property critical to the operation of the theater/auditorium;
5. animals in the theater, unless they are essential to a performance and approved by the theater manager.
6. activity in violation of School Board policy, local, state, or federal law where applicable.

cf. 3515 Access and Keys
cf. 5131.62 Tobacco

Three theater use categories determine fee charges.

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

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

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

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

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USE OF SCHOOL FACILITIES AND PROPERTIES (continued)

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

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

Deposits in Advance

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

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

USE OF SCHOOL FACILITIES AND PROPERTIES (continued)

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

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Legal Reference:

*ALASKA STATUTES
18.35.300 - 18.35.330 Health nuisances (smoking)*

KENAI PENINSULA BOROUGH SCHOOL DISTRICT
Adoption Date: _____

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Room/Building Use Application

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

Purpose for Which Facility Will be Used _____ Organization _____

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

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Person-In-Charge _____ Signature of Applicant _____

Mailing Address _____ Phone _____

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

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Additional conditions/comments: _____

Approval of Local School Administrator _____ Date _____

COPY: School, Applicant, Community Schools (if appropriate)

Instructions

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

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

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

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

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[See E1330(b) for Conditions of Use]

E 1330(b)

Conditions of Use

1. Sponsoring organizations shall provide competent adult supervision agreed upon at the time the request for facility use is submitted. Principals are program supervisors and shall not be called upon to supervise activities of other groups.
2. Applicants shall supply any special supervision, determined necessary by the principal.
3. Smoking is prohibited.
4. Alcoholic beverages/illegal or illicit drugs are not permitted in school facilities or on school property at any time.
5. **Obscenity is prohibited.**
6. Firearms or other deadly or defensive weapons, as defined in AS 11.81.900(b) (16) and (19), are not permitted in school facilities or on school property without the express written permission of the Superintendent.
7. Installation of equipment, alteration of existing building facilities, use of materials that affect the condition of floors, walls or other building parts may not be undertaken without specific approval of the principal.
8. Groups or organizations using the facilities shall assume all responsibility for the collection of admission fees, taxes, or other fees in connection with their programs unless prior arrangements have been made with the principal.
9. Advertising or sales of merchandise and printed matter, except that incidental to the program, is forbidden on school grounds.
10. Concessions operated in community school programs shall be supervised by Community School coordinators. Operational costs shall be paid for from receipts, and the profit shall be deposited in the Community School activity fund account.
11. 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.
12. Rental agreements are not transferable.
13. 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.
14. 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.
15. Fire and safety regulations shall be observed.
16. 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.
17. Violation of these rules and regulations shall restrict subsequent facility use agreement.
18. The District reserves the right to cancel a Room/Building Use Application, if such action is deemed necessary and in the best interest of the District. In the event of such revocation or cancellation, the District will refund any advance payment made and there shall be no claim or right to damages or expenses on the part of the **permittee**.
19. The District is not responsible for loss or damage to personal property by individuals or groups.
20. The District may require a hold harmless agreement and/or certificates of insurance, when appropriate.
21. Violation of these rules or regulations shall restrict subsequent facility use agreement.

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Application Procedure

1. School facilities use applications shall be filed with the principal ten days prior to the date when facilities are to be used.
 2. One copy of the approved use agreement will be retained at the school, and one copy will be returned to the requesting party, if appropriate.
 3. Rental, labor, or other charges assessed shall be itemized on the Room/Building Use Application and one copy submitted to the school, one copy to the party making the request. The principal will be responsible for collecting all charges for rental, labor, supplies, damages, or other fees.
- Priority Use of Facilities** The following groups have priority for use of school facilities in the following order:
1. BOARD APPROVED PROGRAMS such as PAC's, band and orchestra parents, Community School classes/activities, drama and other school clubs shall be allowed rent-free use of school facilities for meetings or activities. Fees may be charged for technical or special services. Requests shall be submitted to the principal.
 2. YOUTH PROGRAMS such as Campfire, Boy/Girl Scouts, to include private educational organizations shall be allowed rent-free use of school facilities for meetings or activities. Requests shall be submitted to the principal. Fees shall include a scheduling charge per request and may include custodial, technical, and special service charges whenever use occurs outside of regular custodial hours.
 3. NONPROFIT GROUPS, civic/charitable organizations whose purpose is to improve community welfare and whose receipts are expended for community welfare shall be allowed use of school facilities at no cost to the District. Scheduling and custodial fees must be paid by the group. Requests shall be submitted to the principal.
 4. GOVERNMENTAL GROUPS (i.e. city, borough, state agencies) conducting civic business shall be allowed use of school facilities at no cost to the District. Custodial fees must be paid by the group whenever use occurs outside of regular custodial hours. Requests shall be submitted to the principal.
 5. BASIC GROUPS – All groups that do not meet the criteria of 1, 2, 3, 4 or 6.
 6. PRIVATE, FOR PROFIT COMMERCIAL GROUPS.

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Revised

SUPERINTENDENT OF SCHOOLS - JOB DESCRIPTION

Qualifications

1. A valid Alaska teaching and administrative certificate.
2. A master's degree from an accredited college or university with specialization in the areas of administration, supervision, curriculum development, and evaluation of educational programs.
3. At least five years' experience as a school administrator, preferably as a director of districtwide programs or member of a district administrative staff with direct staff responsibilities.
4. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

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Reports to the Board

Supervises

The Superintendent shall select, appoint, and otherwise control all District employees serving under him/her subject to approval of the Board. All other responsibilities and functions are derived from the Board. The enumeration of specific duties in this section, however, does not limit the Superintendent in the exercise of professional functions not otherwise specified or prohibited by Board regulation.

Goals

The Superintendent has statutory authority to administer the District in accordance with the policies prescribed by the Board.

Performance Responsibilities

1. Serve as the administrative and executive officer of the Board.
2. Recommend to the Board such policies and procedures that in his/her judgment are necessary for the efficient conduct of the schools and carrying into effect with the aid of his/her staff such policies and procedures as are authorized by the Board.
3. With the assistance of the staff, prepare the annual budget and present it to the Board for consideration and approval. Supervise the expenditures of funds approved in the budget and provide regular financial reports to the Board.

SUPERINTENDENT OF SCHOOLS - JOB DESCRIPTION (continued) AR 2122(b)

4. Have charge of all school sites, facilities, equipment, supplies, and records belonging to or under control of the District.
5. Submit to the Board each year a detailed report setting forth information, facts and statistics as tend to show the condition and progress of the schools.
6. Delegate duties and responsibilities to officers or employees employed by the District except where policy or regulations of the Board prohibit such delegation of authority (Work completed by subordinate officers or employees upon delegation by the Superintendent shall be deemed by the Board as having been done by the Superintendent, and failure to perform duties delegated shall be deemed by the Board as a failure of the Superintendent.)
7. Adhere to standards for Alaska Administrators, including:
 - a. providing leadership for the organization,
 - b. guiding instruction and supporting an effective learning environment,
 - c. overseeing the implementation of curriculum,
 - d. coordinating services that support student growth and development,
 - e. providing for staffing and professional development to meet student learning needs,
 - f. using assessment and evaluation information about students, staff and the community in making decisions,
 - g. communicating with diverse groups and individuals with clarity and sensitivity,
 - h. acting in accordance with established laws policies, procedures and good business practices,
 - i. understanding the influence of social, cultural, political, and economic forces on the educational environment and uses this knowledge to serve the needs of children, families, and communities,
 - j. facilitating the participation of parents and families as partners in the education of children.
8. Update Board on legal issues annually.
9. Participate in Board planning efforts, review of School District mission, and recommend new programs.
10. Orient new members to Board service and provide opportunities for Board education.

KENAI PENINSULA BOROUGH SCHOOL DISTRICT

Revision Date: _____

Deleted: 6/02/2008

Administration

E 2240

Management and Communication Systems

All **memorandums of agreement** (MOAs) (originals are preferred) are kept on file in the superintendent's office. MOAs are usually updated annually and reminder files should be set up at the department level. Senior management signatures are expected on most MOAs.

School Board packets are sent the week prior to the board meeting. Items are due by noon on the day of publication; the packet goes to print at 4:00 p.m. and is mailed the next day.

Agenda

Public agenda items require signed hard copies written through a member of senior management. Send a hard copy and .html directly to the school board/superintendent secretary. Agenda items are due by noon on the day of publication; the packet goes to print at 4:00 p.m.

Worksessions

Worksessions with the board are usually held prior to regularly scheduled Board meetings. Worksession items may or may not have corresponding formal action on the agenda. Send hard copies and .html versions directly to the school board/superintendent secretary. Worksession items are due by noon on the day of publication; the packet goes to print at 4:00 p.m.

Information Packet

Information packet items are sent along with Board packet items. Fifteen copies should be sent directly to the school board/superintendent secretary by 9:00 a.m. on the day they are mailed (the day after publication).

General Rules for School Board Packets

1. Avoid any kind of lay downs
2. Document must be marked CONFIDENTIAL if only meant for Board and senior management.
3. Submit items as they are completed.

Deleted: Administrator packets are published each month of the school year. Send items as soon as they are completed in hard copy and .html format directly to superintendent. All items for the administrator packet are due by noon on the day prior to publication; the packet goes to the printer at 4:00 p.m.¶

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Administration

Absence from Buildings

- ❖ If the administrator is **sick**, the school secretary should notify the superintendent via e-mail (copy the superintendent’s secretary).
- ❖ If the administrator is on **other leave**, s/he must send the superintendent an e-mail leave form prior to the absence. When appropriate (as noted on leave grid), the leave form will be forwarded to payroll.
- ❖ If the administrator is **absent from the building** for more than **two hours** at a non-District office sponsored training/meeting, s/he must notify the Superintendent (Region III, KPSAA, field trips, etc.) of the absence (an e-mail message is acceptable).
- ❖ If the administrator works in a **one-administrator school**, s/he must identify who will act as the administrator-in-charge while away from the building. Administrators must make sure that the “backup” person knows what to do in the case of a critical incident and perhaps designate a neighboring principal to call for help. A District Office person or support employee should NOT be the primary backup. District Office personnel are available for emergencies.

It is appreciated when administrators try to save on substitute costs, but there are times when substitutes are necessary. If a regular administrative substitute is not available, a teacher in the building may serve in the role. Schools that have a teacher designated as the person-in-charge should strongly consider training a substitute who can immediately step into that teacher’s classroom so that they can handle a discipline situation or crisis.

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BIDS

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

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

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

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

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

E-Rate Purchases

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

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

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BIDS (continued)

shall be overseen by, and subject to the approval of, the Superintendent for the District.

Contractor's Violations of Tax Ordinances

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

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

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

(cf. 9270 – Conflict of Interest)

Legal Reference:

ALASKA STATUTES

14.14.060 Relationship between borough school district and borough

14.14.060 (h) Procurement of supplies and equipment

14.14.065 Relationship between city school district and city

14.03.085 Procurement preference for recycled Alaska products

29.71.050 Procurement preferences for recycled Alaska products

35.15 Construction Procedures

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

ALASKA ADMINISTRATIVE CODE

4 AAC 27.085 Competitive pupil transportation proposals

4 AAC 31.080 Construction and acquisition of public school facilities

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

KENAI PENINSULA BOROUGH SCHOOL DISTRICT
Adoption Date: _____

Deleted: 2/7/05

Business and Instructional Support Operations

Deleted: Noninstructional Operations

CONFLICT OF INTEREST

The School Board recognizes that certain positions may involve an employee's participation in decisions affecting his/her financial interests. Employees shall refrain from participating in official District financial decisions in which they have a substantial financial interest.

An annual report of all waiver requests (*E 3316 Request to do Business with the Kenai Peninsula Borough School District*) submitted in the prior fiscal year shall be submitted to the Board in July of each year.

(cf. 3315 - Relations with Vendors)
(cf. 4112.8 - Employment of Relatives)
(cf. 9270 - Conflict of Interest Code)

Legal Reference:
ALASKA STATUTES
29.20.010 Conflict of Interest

KENAI PENINSULA BOROUGH SCHOOL DISTRICT
Adoption Date: _____

Deleted: 11/17/04