

KENAI PENINSULA BOROUGH SCHOOL DISTRICT  
148 N. Binkley Street  
Soldotna, AK 99669

REGULAR SCHOOL BOARD MEETING: October 1, 2001 - 7:30 p.m. at the **Seward High School, Seward, AK.**

SCHOOL BOARD MEMBERS: Ms. Deborah Germano, President  
Mrs. Sammy Crawford, Vice President  
Mrs. Debra Mullins, Clerk  
Mr. Joe Arness, Treasurer  
Dr. Nels Anderson, Member  
Mr. Al Poindexter, Member  
Mrs. Sandra Wassilie, Member  
Miss Katie Lockwood, Student Representative

Work Session  
5:00 p.m. [Social Studies Curriculum](#)

A-G-E-N-D-A

1. Opening Activities
  - a. Call to Order
  - b. Pledge of Allegiance/National Anthem/Alaska Flag Song
  - c. Roll Call
  - d. Approval of Agenda
  - e. Approval of Minutes/[September 10, 2001](#)
2. School Reports
  - a. Moose Pass Elementary School – Mr. Ralph Steeves
3. Public Presentations (Items not on agenda, 3 minutes per speaker, 30 minutes aggregate)
4. Hearing of Delegations
  - a. British Petroleum Teachers of Excellence Program – Ms. Tammie Anderson
5. Communications and Petitions
6. Advisory Committee, Site Councils and/or P.T.A., K.P.A.A., K.P.E.A., K.P.E.S.A.
7. Awards and Presentations
8. Superintendent's Report
9. Reports
  - a. [Financial Report](#) – Mrs. Douglas
  - b. Board Reports

10. Action Items

a.

Consent Agenda

- (1) Approval of [Homer Land Requests](#)
- (2) Approval of [Primary Sponsor of Gaming Permits](#)
- (3) Approval of [Long-Term Substitute](#)
- (4) Approval of [Resignation](#)
- (5) Approval of [New Teacher Assignments](#)
- (6) Approval of [Outsourcing of Student Activity Programs](#)
- (7) Approval of [Administrative Recommendation Regarding Leave of  
Absence Requests – Support](#)
- (8) Approval of [Budget Transfer](#)

Instruction

- b. Approval of [BP 5151.31, Students - Immunizations](#)

11. First Reading of Policy Revisions

12. Public Presentations

13. Board Comments

14. Executive Session

15. Adjourn

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# MEMO

To: School Board Members

From: Paula Christensen, Director

Date: September 25, 2001

Re: Social Studies Curriculum

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Attached to this memo is a copy of the current social studies curriculum document. I am currently forming a committee to review and revise the KPBSD Social Studies Curriculum; this committee will consist of two teachers each from primary, intermediate, middle, and high school levels. We will also have community and board representation.

Tentative dates for the committee meetings are October 15, October 29, November 5, November 19, and December 3. The meetings will be held at the Soldotna Elementary Staff Development Room from 9:00 to 4:00 p.m.

Please let me know any suggestions you may have for possible changes related to the social studies curriculum. Thanks you!

KENAI PENINSULA BOROUGH SCHOOL DISTRICT

148 N. Binkley Street

Soldotna, AK 99669

September 10, 2001

SCHOOL BOARD MEMBERS:

Ms. Deborah Germano, President  
Mrs. Sammy Crawford, Vice President  
Mrs. Debra Mullins, Clerk  
Mr. Joe Arness, Treasurer  
Dr. Nels Anderson, Member  
Mrs. Sandra Wassilie, Member  
Mr. Al Poindexter, Member

STAFF PRESENT:

Dr. Donna Peterson, Superintendent of Schools  
Mr. Patrick Hickey, Assistant Superintendent, Operations and Business Management  
Dr. Gary Whiteley, Assistant Superintendent, Instruction  
Mr. Todd Syverson, Assistant Superintendent, Human Resources

OTHERS PRESENT:

Mrs. Beth Hickey	Mrs. Paula Christensen
Miss Katy Hickey	Mr. Jim White
Mrs. Shana Loshbaugh	Mr. Jim Heim
Mr. Roy Anderson	Mr. Jack Hickey
Mr. Sam Stewart	Mr. Rick Matiya
Mr. Burck	Mrs. Liz Burck
Mrs. Melody Douglas	Mrs. Debbie Stewart
Mr. Chris Moss	Mrs. Margaret Gilman
Miss Katherine Amen	Mrs. Karen Mahurin
Miss Mary Krusen	Mr. Clifford Cochran
Miss Roxanna Wilcox	Mr. Morgan Saltenberger
Miss Cassie Wilcox	Mr. Shaun Kiser
Miss Katie Burck	

Others present not identified.

CALL TO ORDER:

Ms. Germano called the meeting to order at 7:33 p.m.

PLEDGE OF ALLEGIANCE:

Ms. Germano invited those present to participate in the Pledge of Allegiance.

ROLL CALL:

Ms. Deborah Germano	Present
Mrs. Sammy Crawford	Present
Mrs. Debra Mullins	Present
Mr. Joe Arness	Present
Dr. Nels Anderson	Present
Mrs. Sandra Wassilie	Present
Mr. Al Poindexter	Present

APPROVAL OF AGENDA:

The agenda was approved with a correction to Item Number 11a. First Reading of Revisions to BP 5141.31 and the deletion of Darrel Hagen from Awards and Presentations.

APPROVAL OF MINUTES:

The School Board Minutes of August 20, 2001, were approved as printed.

**COMMUNICATIONS AND PETITIONS:** Dr. Peterson reported that she has received the usual Department of Education and Early Education communications and that there was nothing out of ordinary. She reported that the District has received several positive communications regarding the transition period of Year One and Year Two of the Technology Plan. She stated that the communications will be included in a report to the Assembly during the first Technology Work Group meeting. She announced that the Soldotna Chamber of Commerce, as well as other chambers throughout the Peninsula, are noting the Board of Education meetings on their monthly calendar.

Ms. Germano reported that she received a petition from students expressing support for their music teacher, who is resigning. She stated that the students do not want her to leave and expressed their concern.

**AWARDS AND PRESENTATIONS:** The Board presented Mrs. Elizabeth Burck, KCHS teacher, with the 2000 Presidential Excellence in Mathematics and Science Teaching award. The Board presented plaques to Mr. Patrick Hickey, Assistant Superintendent, Operations and Business Management, and Mr. Mark Leal, former assessment director, in appreciation for their service to the District. Mr. Leal was not in attendance and his plaque will be sent to him in Juneau.

Mrs. Burck thanked the Board, administration, and those present for the award and noted that she was very pleased that her family and several students were in attendance to see her receive the award.

Mr. Hickey noted that of all the accolades he has received during his tenure with the District, he is most proud of the ASBO Meritorious Budget Award.

**SUPERINTENDENT'S REPORT:** Dr. Peterson reported that the September 10 School Board meeting will be Mr. Hickey's last, and she publicly thanked him for his service to the District during the past four years. Dr. Peterson commented that school start up has gone extremely well. She noted that the Large District Forum will be held Friday, September 14. She reported that she and Ms. Germano will attend a school funding discussion with the Department of Education and Early Development and the Association of Alaska School Boards, which will be facilitated by Dr. Bruce Johnson Monday, September 17, in Anchorage. Dr. Peterson announced that School Board candidate forums will be held on September 11 with the Kenai Peninsula Education Association, September 12 with the Anchor Point Chamber of Commerce, September 19 with the KSRM Sound Off Program, September 20 with the League of Women Voters, and September 26 with the Kenai Chamber of Commerce.

**BOARD REPORTS:** Mrs. Crawford reported that the Alaska Democracy Project was established to seek ideas and projects throughout the state that help students participate in democracy by serving on Boards, being active in student government, and becoming good, informed voters. She reported various District activities and projects to the Lieutenant Governor who was especially impressed with activities by teachers Mrs. Raemaker, Mr. Carey and Mr. Harbeson.

**CONSENT AGENDA:** Items presented on the Consent Agenda were New Teacher Assignments; Tentative Nontenure Teacher Assignment; Leave of Absence Request - Support; Homer Land Requests; Nontenure Teacher for Tenure; Budget Transfer and Resignation.

- New teacher Assignments: Mr. Syverson recommended the Board approve teacher assignments for the 2001-2002 school year for Linda Etwiler, (temporary) reading, Voznesenka School; JoEllen Fowler, Grades 4/5, Tustumena Elementary; Teri Haddeland, (temporary) Grade 6, Seward Elementary; Sandra Hudson, QUEST/regular education, Homer Middle; Peggy Totten, (temporary) social studies, Kenai Middle; Thomas Weller, (temporary) Title I teacher, K-Selo School; and Pasco Window, special education/resource, Redoubt Elementary.
- Tentative Nontenure Teacher Assignment: Mr. Syverson recommended the Board approve a tentative nontenure teaching assignment for John DeVold, Mt. View Elementary, library/Title I teacher (50% temporary).
- Leave of Absence Request – Support: Mr. Syverson recommended the Board approve an unpaid leave of absence request for the 2001-2002 school year for Ron Verney, food service coordinator, Kenai Central High (effective September 15, 2001) and for Karen Pulley, special education assistant/intensive needs, Soldotna Middle.
- Homer Land Requests: Mr. Hickey recommended the Board approve a recommendation to declare the uppermost 30 feet of Homer Middle School property for the purpose of expanding the existing roadway and the Homer High School property necessary for connecting Fairview and Heath streets as surplus.
- Nontenure Teacher for Tenure: Mr. Syverson recommended the Board approve Mark Fraad, a tentative nontenured teacher, for tenure.
- Budget Transfer: Mr. Hickey recommended the Board approve a budget transfer of \$84,000 from the Connections equipment account to cover the language arts curriculum budget shortfall.
- Resignation: Mr. Syverson recommended the Board approve the resignation of Renda Horn, music, Paul Banks Elementary.
- ACTION Mr. Arness moved the Board approve Consent Agenda Items Numbers 1 through 3 and Numbers 5 through 7. Mr. Poindexter seconded.
- Motion carried unanimously.
- ACTION Mr. Arness moved the Board postpone action on Item Number 10a.(4) to the October 1 Board meeting and direct the administration to bring a recommendation relative to all of the Homer land requests. Mrs. Wassilie seconded.
- Ms. Germano asked whether there was a deadline for approval of the Homer land requests. Mr. Hickey stated that the land requests are not time sensitive.
- Motion carried unanimously.
- Ms. Germano explained that the Homer land requests were postponed so the Board can approve recommendations for all of the land requests.
- Mr. Hickey stated that he will submit a substitute document regarding the Homer land requests for consideration at the October 1 meeting.

Revisions to BP 5131.6, Students – Alcohol and Other Drugs:

Dr. Gary Whiteley recommended the Board approve revisions to BP 5131.6, Students – Alcohol and Other Drugs. He noted that the administration recommends that the word “will” in the last paragraph remain and that it does not change due process rights of students.

ACTION

Mrs. Crawford moved the Board approve revisions to BP 5131.6, Students – Alcohol and Other Drugs. Mrs. Mullins seconded.

Motion carried unanimously.

AASB Resolution Regarding Immunization: Dr. Peterson presented a proposed AASB resolution regarding immunization as requested by the Board at the August 20 Board meeting. The resolution requests the state to reinstate the church leader verification requirement on the immunization exemption form to assure that students receiving a religious exemption meet the intent of the statute.

ACTION

Mr. Arness moved the Board approve AASB resolution regarding immunization. Dr. Anderson seconded.

Mr. Arness reported that a similar situation arose in Wyoming and the court found that it is illegal to require persons to verify their religion. He read a statement from the court, “this is the only instance in recorded American legal history, that we are aware of, where the state has an administrative appeal system to require residents to prove their religious sincerity.” Mr. Arness stated that he is not sure that he can support the concept of asking the state to require verification of a person’s religion.

Dr. Anderson stated that although the Board recognizes the validity of Mrs. Mahurin’s comments regarding religious exemptions being used as personal exemption from immunizations, he feels that the Wyoming decision is legal precedent and he will vote against the resolution.

Mrs. Mullins stated that many people of various religious beliefs may not have a church leader and, for that reason, will vote against the resolution.

Motion failed unanimously.

AASB Resolution Regarding Truancy:

Dr. Peterson presented a proposed AASB resolution regarding truancy as requested by the Board at the August 20 Board meeting. The resolution requests that the state and enforcement agencies work together with Alaskan districts to support efforts to get children to school each day.

ACTION

Mr. Arness moved the Board approve a proposed AASB resolution regarding truancy. Dr. Anderson seconded.

Dr. Anderson stated that there are problems with the enforcement of the state truancy laws. He stated there is no system in place to assist schools and parents in getting truant students to attend school. He stated that he supports the proposed resolution.

Ms. Germano stated that the resolution does not request any action and asked whether there was something specific that the Board wanted to have happen. Dr. Anderson stated that administrators complain that there is no “teeth” or assistance from authorities available to get truant students to attend school.

AASB Resolution Regarding Truancy  
(continued):

Dr. Peterson replied that there is a state attendance law, which outlines the consequences if students are truant. She stated that it is a good law but is not enforced. She stated that the District does not receive assistance from law enforcement agencies in enforcing this law.

Motion carried unanimously.

FIRST READING OF POLICY  
REVISIONS:

The Board heard a first reading of revisions to BP 5141.31, Students – Immunizations. Dr. Whiteley noted that the revisions bring the District into compliance with state law and added that legal counsel has reviewed the proposed revisions.

PUBLIC PRESENTATIONS:

Mr. Chris Moss, Assembly Member, stated that he wanted to say good-bye to Mr. Hickey. He stated that Mr. Hickey made the District budget process much easier and gave him a clearer picture. He stated that the Assembly feels the same. He thanked Mr. Hickey for the time spent reviewing the budget with him.

BOARD COMMENTS:

Mr. Poindexter stated that the reason Mrs. Burck received the award is because she practices everything shown in the coaching video that was shared with the Board prior to the meeting. He stated that he is proud of her and her cross-country running team. He told Mr. Hickey that he hopes someday he will find his way back home.

Mrs. Mullins commented on the many awards and accolades Mrs. Burck has received. She stated that it is a testament to Mrs. Burck that her students came to witness her award. She thanked the people who presented the Aspirations Project during the Board's Dine and Discuss. She thanked Mr. Hickey for his service to the District. She stated that she appreciated his integrity and the opportunity to work with him during negotiations. She stated that the Board will miss him.

Mrs. Crawford echoed the comments made regarding Mrs. Burck and added that it is a pleasure to watch her in action. She stated that she has had a lot of fun visiting schools over the past couple of weeks. She reported that teachers and students are excited. She stated that she appreciated the opportunity to work with Mr. Hickey.

Dr. Anderson extended accolades to Mrs. Burck and added that he has had a fruitful friendship with her. He stated that Mr. Hickey has brought integrity to his position and added that his character and demeanor have made the public aware that he is above reproach in his personal and business life and because of that people trust him. He stated that it is hard to replace someone with Mr. Hickey's credentials.

Mr. Arness stated that the Dine and Discuss session was tremendously successful. He stated he would like to see some feedback regarding the Dine and Discuss program. He asked whether there was an agenda for the Large District Forum meeting Friday, September 14. Mr. Arness stated that his goal is to see the Large District Forum districts unite behind a common approach to the state to accomplish things that benefit the districts. He suggested that a Board of directors be established who can work in between meetings. He recommended that Mr. Hickey's financial ideas be shared with the group.

Ms. Germano suggested that Mr. Hickey's letter be added to the Long Range Forum agenda.

BOARD COMMENTS (continued):

Mr. Arness stated that he has enjoyed working with Mr. Hickey over the past few years. He stated that he appreciated Mr. Hickey's credibility and wished Mr. Hickey well.

Mrs. Wassilie reported that she has heard comments from the public that the District doesn't hire locally trained people. She reported that she has noted that there have been a number of local hires recently; two were hired in Seward. She stated that the District is blessed to have a science and math teacher of Mrs. Burck's caliber. She stated that she is pleased with the technology that has come to Seward, which she feels has contributed to an upbeat school start up. She stated that she has enjoyed working with Mr. Hickey and will miss his brand of thinking and added that he has the capacity to see the big picture and has been a catalyst for positive change. She wished him success.

Ms. Germano stated that she will miss Mr. Hickey's sense of humor. She stated that she has appreciated any presentation that he has given and has received positive feedback from the public.

Dr. Peterson stated that the Student Leadership Conference will be held Monday, September 24, at Nikiski Middle/High School. Ms. Germano asked that the student councils be invited to use the student government council email folder. Ms. Crawford stated that she will attend the Student Leadership Conference, if appropriate.

Ms. Germano stated that Mr. Arness will serve on the Calendar Committee. She stated that she and Mrs. Wassilie will serve on the Health Curriculum Committee, and Mrs. Crawford will serve on the Recognition Committee.

ADJOURN:

At 8:24 p.m., Mr. Arness moved the School Board Meeting be adjourned. Mrs. Crawford seconded.

Motion carried unanimously.

Respectfully submitted,

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Ms. Deborah Germano, President

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Mrs. Debra Mullins, Clerk

The Minutes of September 10, 2001,  
have not been approved as of  
September 13, 2001.

October 1, 2001

To: Kenai Peninsula Borough School District Board of Education

Through: Dr. Donna Peterson, Superintendent

From: Patrick Hickey, Assistant Superintendent

Subject: **Homer Land Requests (Substitute to item Postponed on 09/10/01)**

Interest in school district property in the Homer area has been extraordinarily high in recent years. In light of recent requests for the district to declare property surplus for the benefit of city, state and private interests, we believe a comprehensive discussion of the issues is in order. The following information (and attachments) are provided to keep you apprised of completed, developing, and/or continuing situations in the Homer area related to school district property.

1. The city of Homer has requested a strip of land 30 feet wide at the top of the Middle School property. This would permit widening an existing roadway in the Harrington Heights subdivision. The school district can certainly accommodate this request based upon the value received by the community and the negligible loss of undeveloped property on the campus. However, it should be considered in light of the hockey rink proposal which is currently dormant. It is our observation that although the two requests are most likely coincidental; it should not be overlooked that accomplishment of this request may also create better traffic patterns in support of a future hockey rink argument. (attachment 3)
2. The city of Homer has requested permission to connect Fairview with Heath Street and this will require a transfer of a portion of Homer High school campus property. Homer High school is only accessible with vehicular traffic via Fairview Street. Accommodating this request will provide access to the campus from either side of the stop light on East End Road. You should anticipate a request for Board approval at a later date. (attachment 4)
3. The Homer Hockey Association approached the borough directly in a letter dated 3 May 2000, seeking a land use agreement. Their goal is to develop a multi-use field house and ice rink in the location of an existing softball field. In July 2000, the school district granted permission for soil samples to be taken. No further direct communication has occurred regarding this subject since that time. It is the position of the administration, it is in the best interest of current and future needs to retain the softball field property. (attachment 2)
4. In an August 23, 2000 memorandum, I responded regarding a request to purchase an approximately 0.67 acre piece of the Homer High School campus between Fairview Avenue and the Homer Assembly of God. The Homer Assembly of God has reinitiated their request for the property. (attachment 5) The willingness to transfer the property

for borough use was based upon retained ownership in the event future needs arise. It continues to be the opinion of the administration; the property should be retained for future needs.

5. The property that contained the old Homer Intermediate campus was declared surplus and turned over to the city of Homer. There was a subsequent dispute over where the property line was to be drawn. It was the district's contention the creek between Homer Middle and Homer Intermediate was a natural divisor. In the end, the city of Homer prevailed in their wishes and property was divided across the existing basketball court. (attachment 1)
6. In July, the school district and the borough agreed to the transfer of three small sections of land to the Department of Transportation and Public Facilities for the purpose of creating rights-of-way for the Homer East Road Improvement Project. (no attachment)
7. The city of Homer has expressed interest in gaining access to utilities by tapping into existing services on the high school campus. The borough is currently investigating this request. The administration can find no compelling reason to take issue with this access.

The administration respectfully requests the board declare the following property surplus:

- The uppermost 30 feet of Homer Middle School property for the purpose of expanding the existing roadway (Item 1)
- The Homer High School property necessary for connecting Fairview and Heath streets (Item 2)

The administration further requests the following property be retained for current or future school district purposes and use.

- The remaining campus property of Homer Middle School (Item 3)
- The remaining campus property of Homer High School (Item 4)

September 25, 2001

**MEMORANDUM**

TO: Board of Education

FROM: Melody Douglas, Director, Business and Finance

SUBJECT: GAMING PERMITS - DESIGNATING PRIMARY AND ALTERNATE MEMBER

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Several of our schools hold raffles to raise funds for their activities. In order to be in compliance with the law, it is necessary for the school to have a gaming permit if they are to sell raffle tickets.

The law requires that a primary member and an alternate member be appointed to be responsible for the proper operation and reporting requirements under the law.

The attached resolution appoints the primary and alternate members for each of the respective schools desiring to have a gaming permit.

mg  
Attachment

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**KENAI PENINSULA BOROUGH SCHOOL DISTRICT****RESOLUTION 01-02-8****GAMING PERMIT: PRIMARY MEMBER IN CHARGE OF GAMING**

Pursuant to the requirements of AS 05.15.112 and 15ACC 105.210 regarding the appointment and duties of the Primary and Alternate Member in Charge of Gaming, the Board of Education of the Kenai Peninsula Borough at a meeting held at Seward, Alaska on October 1, 2001, proposed the following resolution:

BE IT RESOLVED by the Board of Education of the Kenai Peninsula Borough that the following were appointed as Primary Member and Alternate Member in Charge of Gaming.

<b>School</b>	<b>Administrator</b>	<b>Primary Member</b>	<b>Secondary Member</b>
Chapman Elementary	Gregg Wilbanks	Gregg Wilbanks	Debbie Poindexter
Fireweed Academy	Christine Abrahamson	Christine Abrahamson	Carol Aderhold
Homer High School	Ron Keffer	Cynthia Farrens	Beverly Hunter-Gillaspie
Homer Middle	Glen Szymoniak	Glen Szymoniak	Marcia Boone
K-Beach Elementary	Trena Richardson	Trena Richardson	Debbie Tressler
Kenai Central High School	Berry Swenson	Berry Swenson	William Overturf

KENAI PENINSULA BOROUGH SCHOOL DISTRICT

McNeil Canyon Elementary	Pete Swanson	Pete Swanson	Laura Sheldon
Moose Pass School	Ralph Steeves	Ralph Steeves	Melanie Schilling
Nanwalek	Maurice Glenn	Nancy Radtke	Maurice Glenn
Nikiski Middle/High School	Robin Williams	Lassie Nelson	Robin Williams
Nikolaevsk	Terry Martin	Terry Martin	Dunia Martushev
Ninilchik	Michael Wetherbee	Michael Wetherbee	Janet Clark
North Star Elementary	Sue Liebner	Sue Liebner	Kellie Kelso
Sears Elementary	Mick Wykis	Mick Wykis	Karen Mahurin
Seward Middle/High School	Stephen Pautz	Sharon Ackerson	Stephen Pautz
Skyview High School	John Pothast	John Pothast	Allan Miller
Soldotna High School	Sylvia Reynolds	Sylvia Reynolds	Sharon Mook
Susan B. English School	Steve Jones	Steve Jones	Sandra Geagel
Tustumena Elementary	Ken Halverson	Ken Halverson	Lynda Blake
Voznesenka	Ray Hillman	Ray Hillman	Ksenia Kuzmin
West Homer Elementary	Roderick Ladd, Jr.	Roderick Ladd, Jr.	Jean Calhoun

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Deborah Germano, President  
 Kenai Peninsula Borough School District  
 Board of Education

ATTEST: \_\_\_\_\_  
 Sally Tachick  
 Notary Public, State of Alaska  
 My Commission Expires 07/25/05

October 1, 2001

TO: Board of Education

FROM: Todd Syverson, Assistant Superintendent, Human Resources

SUBJECT: Approval of Substitute Teacher Contracts - Item 10a (3)

The Administration recommends the following substitute teacher contracts be approved:

Dawn Brighton

English

KCHS

Raquel Pisa

SpEd/Preschool

Sears Elementary

October 1, 2001

MEMORANDUM

TO: Board of Education

FROM: Todd Syverson, Assistant Superintendent, Human Resources

SUBJECT: Approval of Resignation - Item 10a (4)

It is recommended the following resignation be approved:

Cathie Schmelzenbach

QUEST

D/W Pupil Services

Effective October 26, 2001

October 1, 2001

TO: Board of Education

FROM: Todd Syverson, Assistant Superintendent, Human Resources

SUBJECT: Approval of Teacher Assignment/2001-02 Item – 10a (5)

It is recommended that the following teacher assignment be approved for the 2001-02 school year:

<u>RESIDENCE</u>	<u>NAME</u>	<u>DEGREE</u>	<u>INSTITUTION</u>	<u>MAJOR</u>	<u>ATC</u>	<u>EXP</u>	<u>ASSIGN</u>
Soldotna, AK	Gail Frasher	BEd	University of Alaska, Anchorage	Elem Ed	SpEd; Elem Ed	3 AK	Temporary, full time SpEd/Resource at Skyview High

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## Memorandum

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**DATE:** September 24, 2001  
**TO:** Members, Board of Education  
**FROM:** Donna Peterson, Ed.D.  
Superintendent of Schools  
**RE:** Outsourcing of Student Activities

At the September 10 worksession, we discussed outsourcing of student activity programs. The administration recommends approval of the attached inclusion to the KPSAA handbook (Appendix G2) and Agreement for Outsourcing of Activity Programs, which will be entered into between the District and the Sponsoring agency.

Since April 2000, the School District administration has worked through task forces and committees to consider and evaluate new options for the funding of student activities. The value and need for activities is not questioned; however, there remains a continuing concern about spending limited educational dollars for non-classroom activities. Our goal as been to assess other funding sources, primarily community contributions through outsourcing arrangements, that may allow for the expansion of student activity opportunities. We discussed three recommendations at the worksession and plan to continue on this path.

1. Continue the current structure of KPSAA for governance and recommendations to the Board of Education (day-to-day activities, hearings, communication).
2. In lieu of new KPSAA program additions, enter into pilot agreements for outsourcing of certain student activities during the 2001-2002 school year.
3. Actively seek "outside of the cap" funding for activities by the Borough with continued governance by the School District.

The attached represents a collaborative effort by many individuals for Number 2 above and we urge your support.

## APPENDIX G(2)

# CONSIDERATION CRITERIA FOR ADDITION OF AN OUTSOURCED ACTIVITY

## Guidelines:

1. Activity, school, sponsor group, contact information
2. Need
3. Budgetary ability (equipment, coaches, administrative supervision, etc.)
4. Availability of facilities
5. Participant roster
6. Community, site council, school support
7. Qualified coaching staff
8. Compatibility with District, Region and State programs
9. Out of school time required
10. Safety, insurance and liability considerations
11. Seasonal and weather factors
12. Title IX impact

## Process for Adding an Outsourced Activity:

1. Submission of application to the KPSAA Executive Secretary with a copy to the Assistant Superintendent of Administrative Services and the building principal of the effected school. *Letter must speak to all of the above consideration criteria.*
2. Review by KPSAA Executive Board.
3. Recommendation by the KPSAA Executive Board to the Superintendent and Board of Education.
4. Final action by the Board of Education.
5. Sanctioned status formally requested from ASAA. If for any reason, ASAA will not sanction the activity, the outsourcing arrangement may be terminated.

## Conditions:

1. Outsourcing available only for those activities sanctioned by ASAA (Article 7 Bylaws and Constitution) and not currently offered by KPBSD.
2. Application process should begin no less than eight months prior to the beginning of the activity to allow for adequate review and scheduling.
3. Signed outsourcing agreement must be on file and Administrative Stipend (\$300 for 2001-2002) must be paid to the school prior to season start.
4. All KPBSD and KPSAA policies and practices are to be followed by the outsourcing agency, including scheduling/building use, eligibility checks, hold harmless agreements, and other required paperwork.
5. Outsourcing agreements will be for a term of one year or season, depending upon the nature of the activity. Outsourcing agencies will submit a new application annually.

## AGREEMENT FOR OUTSOURCING OF ACTIVITY PROGRAMS

This Outsource Agreement is entered into between the Kenai Peninsula Borough School District (“District”) and \_\_\_\_\_ (“Outsourcing Agency”) for the provision of \_\_\_\_\_ [insert sport] (“Sport Program”) for the \_\_\_\_\_ season of the \_\_\_\_\_ - \_\_\_\_\_ school year at \_\_\_\_\_ High School.

### RECITALS

The District provides extracurricular opportunities for its students that include both sporting and nonsporting events. Due to declining revenues, the District has been limited in its ability to expand extracurricular opportunities for students which are reflective of and meet student and community interest. The District desires to enter into a cooperative arrangement with community organizations that may provide funding and facilitate the operation of new, previously unavailable, extracurricular opportunities for students.

The Outsourcing Agency is a community organization that has experience with funding and operation of athletic programs by its sponsorship of club competition for area youths. The Outsourcing Agency desires to increase opportunity for participation and competition by obtaining District sponsorship of the Sport Program identified in this Agreement. District sponsorship will allow the youth participants to participate in State of Alaska high school sporting events sanctioned by the Alaska School Activities Association (“ASAA”).

In mutual consideration of the desire of both parties to work together to increase extracurricular opportunity for students of the Kenai Peninsula Borough School District, the parties agree as follows:

### AGREEMENT

**1. District Sponsorship.** The District and \_\_\_\_\_ High School agree to

sponsor the \_\_\_\_\_ [sport] program at \_\_\_\_\_ High School to the limited extent necessary to permit the team full and complete eligibility for ASAA participation. The team shall compete against other Alaska high school teams through sponsorship by ASAA. The team will compete for the period identified by this Agreement. The Outsourcing Agency recognizes that ASAA eligibility may preclude club competition as more specifically identified in the ASAA Constitution and Bylaws. District sponsorship will continue only for those programs that maintain compliance and neutral impact with Title IX.

**2. Funding.** All funding, expenses, and costs for the Sport Program identified in this Agreement shall be the responsibility of the Outsourcing Agency. The District shall not be required to contribute any monetary support to the Outsourcing Agency nor shall the District be liable in any form or manner for any expenses or costs whatsoever incurred by the Outsourcing Agency in its operations, whether related or unrelated to the Sport Program. The Outsourcing Agency shall cover all costs of the program which include, but are not limited to: ASAA fees; salaries, benefits, and expenses of Outsource Agency employees, directors, or volunteers; uniforms; equipment; costs incurred in contracting for any services or supplies; maintenance; transportation; payment of collectively bargained rate of pay for District personnel required to supervise travel and events pursuant to ASAA rules; payment of District designee's expenses, and District determined costs for supervision, and insurance.

**3. Budget and Surety Bond.** The Outsourcing Agency shall prepare and submit to the District, prior to and as a condition of execution of this Agreement, a budget for the Sport Program and a financial statement verifying the Agency has sufficient resources to meet the budgeted expenses as well as other unforeseen costs. If desired, the District will assist the Outsourcing Agency in providing information that may be necessary or helpful to the Agency in preparation of its budget. The Outsourcing Agency will, at its expense and prior to the effective date of this Agreement, obtain a bond which shall have sufficient surety and shall be conditioned to secure the obligations of the Outsourcing Agency in providing the Sport Program.

**4. Program Administration.**

**a. Operation.** Unless otherwise specified in this Agreement, operation and administration of the Sport Program shall be the responsibility of the Outsourcing Agency. The Outsourcing Agency shall meet all requirements, rules, and procedures as

directed by the Alaska School Activities Association, the KPBSD Student Activities Regulations, and KPBSD policies and procedures. The Outsourcing Agency agrees to review and follow all ASAA rules and procedures, including ASAA approved playing rules, and further agrees to the payment and/or compliance with any sanctions imposed by ASAA. Both parties agree to cooperate in ensuring initial and continued compliance with ASAA Outsourcing Procedures.

**b. District Designee.** The District will identify and appoint a high school contact person (“District Designee”) who will be a certified administrator of the District. The District Designee shall be responsible for oversight of the Sport Program and for monitoring compliance by the Outsourcing Agency with the terms of this Agreement. Outsourcing Agency shall conduct all official communications through the District Designee. As required by ASAA, all Outsource Agency contact with ASAA shall be channeled through the District Designee.

**c. Ultimate Authority.** Except as specifically provided by this Agreement, the parties may agree that the District has no duty or authority to direct or supervise any other aspect of the Outsourcing Agency or the Sport Program. Any limitation or agreement regarding the scope of supervisory responsibility shall be reduced to writing and signed by each party.

**d. Fundraising and Fees.** Nothing in this Agreement shall be construed as a limitation on the right and ability of the Outsourcing Agency to raise funds from other sources for its respective programs. Any fundraising effort requiring or encouraging the participation of the District’s students must have prior approval from the District Designee. Outsourcing Agency agrees that student participants in the Sport Program shall not be assessed fees for participation at any amount greater than those amounts approved by the District for all ASAA sports.

## **5. Coaches and Trainers.**

**a. Personnel Needs.** All coaches, trainers, personnel, volunteers, or other individuals necessary to effectively perform the Sport Program shall be provided by the Outsourcing Agency.

**b. Employment.** Coaches and trainers for the Sport Program shall be employees of the Outsourcing Agency during the performance of coaching and training duties as

described in this Agreement. The Outsourcing Agency shall be responsible for compliance with all laws and regulations concerning such employment. All salary, benefits, and expenses, if any, related to such employment shall be the responsibility of the Outsourcing Agency.

**c. Certification.** Coaches employed or retained by the Outsourcing Agency must complete ASAA training through the Alaska Coaches Certification Program.

**d. Applicant Review.** The Outsourcing Agency agrees that no applicant for a coaching, training, or other supervisory position will be hired or otherwise retained by the Agency without prior completion of a criminal background check. The District shall provide notice to the Outsourcing Agency of those checks it conducts for individuals in a supervisory or contact capacity with students. The Outsourcing Agency, at its own expense or that of the applicant, shall obtain this same information. A copy of the information received pursuant to the background check will be forwarded to the District within five (5) days of receipt of the information by the Outsourcing Agency.

**e. Supervision.** Hiring and/or selection of coaches is the responsibility of the Outsourcing Agency although the District has the right of approval with respect to coach hiring. The District will not be required to approve trainers, other personnel, or volunteers employed or retained by the Outsourcing Agency. However, the District retains the right to disapprove or have removed with or without cause any personnel, volunteer, or other individual employed or retained by the Outsourcing Agency to supervise students participating in the Sport Program or to otherwise implement the Sport Program. The Outsourcing Agency shall provide to the District the names, addresses and telephone numbers of all persons to be employed or used as supervisors of students in the Sport Program. Upon receipt of a written notification of disapproval or dismissal by the District, the Outsourcing Agency shall immediately cease the employment or use of any person disapproved of or dismissed by the District. Ultimate supervision of coaches shall be the responsibility of the District. The Outsourcing Agency agrees that it will notify and share with the District any information known to it which is relevant to the ability of the coach or other individuals to meet their respective duties.

**6. Student Eligibility.** The Sport Program shall be available for participation by eligible boys and girls of high school age in \_\_\_\_\_, Alaska. Students must meet eligibility guidelines in order to participate as a player, student trainer, manager, or other student position in practices, scrimmages, or games. The Outsourcing Agency shall be

responsible for recruitment and enrollment of youth in the Sport Program. The Outsourcing Agency shall notify the District in writing of all student participants. It shall be the responsibility of the District to notify the Outsourcing Agency of any participating student who has become ineligible for participation. The Outsourcing Agency agrees to immediately terminate the ineligible student's participation.

**7. Contest and Event Supervision.** The parties agree to comply with ASAA rules for supervision of sporting events and contests. To the extent permitted by those rules, the District may, at its sole discretion, appoint the Outsourcing Agency coach as the District designee for event supervision. If ASAA rules require or the District elects to have supervision by a certified employee of the District, the Outsourcing Agency shall be responsible for the payment of that employee's expenses as defined in the applicable collective bargaining agreement or other District policy or personnel procedure.

**8. Transportation and Travel.** Expenses and arrangements for travel are the responsibility of the Outsourcing Agency.

**9. Facility/Grounds:** The Sport Program, including practices, shall be provided at \_\_\_\_\_ [location]. Outsourcing Agency shall have use of this area to the extent necessary to provide the Sport Program identified in this Agreement. Other use of the area or facilities shall be authorized only upon prior approval of the District Designee, and following the District 's policies regarding facility use. The [District/Outsourcing Agency] will provide area security, cleaning, and maintenance. In the event of insufficient space for a concurrent District activity, the outsourcing agency may be obligated to find an alternative location for the practice, subject to approval of the District.

**10. Compliance with Laws.** The Outsourcing Agency agrees that it will comply with all applicable laws regarding nondiscrimination in athletic programs and activities.

**11. Indemnification and Hold Harmless.** Outsourcing Agency shall defend, indemnify and hold harmless the District, its agents, employees, and assigns, from and against all claims, losses, harm, costs, liabilities, damages and expenses (including reasonable attorneys' fees), whether suffered by the District or any agent, representative or employee in any manner whether directly or indirectly arising out of or due to: (i) any fault, negligence, or strict liability of Outsourcing Agency, its staff, or students participating in the program in connection with or incident to the performance of this Agreement which causes bodily injury (including death) to anyone or damage to any

property; (ii) any failure of Outsourcing Agency to comply with all applicable laws, ordinances, rules, regulations, guidelines, or other requirements imposed by any government entity, including the District, now or hereinafter in effect, in connection with the performance of this Agreement by Outsourcing Agency; (iii) any failure by Outsourcing Agency to comply with any other of the requirements set forth in this Agreement; or (iv) any alleged noncompliance with applicable collective bargaining agreements which results, directly or indirectly, as a result of the performance of this Agreement.

**12. Insurance.** During the term of this Agreement, Outsourcing Agency shall maintain a minimum of \$1,000,000 general commercial and auto liability insurance, policies for which the District is named as an additional insured. Outsourcing Agency shall provide a certificate of insurance to the District prior to commencement of the mutual obligations set forth in this Agreement. The certificate shall provide a notice of cancellation in compliance with AS 21.36.220 and .250.

**13. Term of Agreement.**

**a. Duration.** Unless terminated by the District at an earlier date, this Agreement shall be in place for the \_\_\_\_\_ season of the \_\_\_\_\_ - \_\_\_\_\_ school year, upon the completion of which this Agreement will terminate.

**b. Renewal.** Upon mutual consent of the parties, this Agreement can be extended on an annual basis for a term not to exceed one year. Renewal will occur only upon execution of a written extension that shall be entered into by July 1 of the current school year subject to this Agreement. Renewal is not automatic and no written notice of termination is required to prevent renewal.

**c. Termination.** The District may terminate this Agreement for any reason, with or without cause, upon twenty (20) days written notice to the Outsourcing Agency. If termination is the result of the Outsourcing Agency's failure to comply with the terms of this Agreement, the Outsourcing Agency shall be responsible for any fees and sanctions assessed against the District and Sport Program by ASAA as a result of termination during the sport season.

**14. Integration Clause.** This Agreement contains the entire agreement between the parties and may not be amended except upon written agreement of the parties.

KENAI PENINSULA BOROUGH  
SCHOOL DISTRICT

OUTSOURCING AGENCY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

October 1, 2001

TO: Board of Education

FROM: Todd Syverson, Assistant Superintendent, Human Resources

SUBJECT: Approval of Administrative Recommendation Regarding Leave of Absence Requests/Support -Item - 10a (7)

It is recommended the following request for a one year unpaid leave of absence be approved for the 2001-02 school year:

Mary-Ellen Johnson

Special Ed Assistant/Resource

Redoubt Elementary

Effective 10/16/01

It is recommended the following request for an unpaid leave of absence be denied:

Michelle Waldron

Theater Technician

Seward High

Effective 12/4/01 through 12/21/01

Item 10 A.8

September 25, 2001

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

**TO:** Board of Education

**FROM:** Melody Douglas  
Director, Business and Finance

**SUBJECT:** Budget Transfer

Budget transfer number 38 and 40 include transfers for \$60,210 and \$37,222 respectively. These transfers cover the cost of an additional teacher and an administrator for Aurora Borealis Charter School.

These budget transfers exceeds \$10,000; therefore, they require Board of Education approval per Board Policy 3120. Approval by the Board of Education is recommended.

Enclosure

**Memo To:** Members, Board of Education

**From:** Gary Whiteley, Ed. D.  
Assistant Superintendent of Instruction

**Date:** October 1, 2001

**Re:** Policy Revision, Second Reading  
BP 5141.31 (Students – Immunizations)

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The attached revision updates district policy BP 5141.31 (Students - Immunizations) to reflect AS 4 AAC 06.055.

This policy was presented to the Board for first reading at the September 10, 2001 Board meeting.

The Borough legal counsel has reviewed the proposed revision. The administration recommends approval of this policy revision BP 5141.31.

ds

Attachment: BP 5141.31

**Students** BP 5141.31

**Immunizations**

Prior to first entry into school, a child must be fully immunized ~~as required by~~

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law against diphtheria, pertussis, tetanus, polio, measles, and rubella, **[mumps, hepatitis A & B and any other immunizations as required by law. Specific booster doses for some immunizations are required for some students during the school year.]** Children over the age of six shall not be required to be immunized against pertussis and children over the age of 12 **[years and older]** shall not be required to be immunized against rubella. **[KPBSD will comply with state law in all matters involving immunization compliance]** (4 AAC 06.055).

*(cf. 5119 - Correspondence and Other Programs)*

Any student who does not **[(a)]** show evidence of required immunization[;] or who does not **[(b)]** present a letter or affidavit from the parent/guardian or physician **[or other medical practitioner authorized by statute]** stating reasons for exemption based on medical reasons or personal beliefs **[that immunizations would be injurious to the health of the child or members of the child's family or household; or (c) an affidavit signed by the parent/guardian affirming that immunization conflicts with the tenets and practices of a religion of which the child is a member]** shall be excluded from school until such time as the immunization is obtained or affidavit of exemption has been filed with the school.

The Superintendent or designee shall exclude those students who fail to meet immunization requirements as required by law.

### **Provisional Admission**

Where regular weekly medical services are not available, the Superintendent or designee may grant provisional admission to students in exceptional circumstances for up to 90 days.

*(cf. 5112.2 - Exclusions from Attendance)*

Provisional admissions shall be reported to the Department of Health and Social Services. The Superintendent or designee shall inform parents/guardians of available immunization services and state or federal assistance.

#### *Legal Reference:*

ALASKA STATUTES

14.30.065 Supervision

14.30.125 Immunization

ALASKA ADMINISTRATIVE CODE

4 AAC 06.055 Immunizations required

**Adoption Date:**