

KENAI PENINSULA BOROUGH SCHOOL DISTRICT

Policy Review Committee Meeting November 7, 2016

1:00 PM

District Office Redoubt Conference Room

AGENDA

I.	Call to Orde	er	
II.	Approval of	notes from Policy	Meeting of October 3, 2016 Page 2
III.	Information	ı items	
IV.	Exhibits		
i	. E 1330(b	-1) and E 1330(b-	2) Community Use
	of School	Facility	Page 18
V.	Previous dis	scussions	
i	. AR 1330	Use of School Faci	lities and Properties Page 19
	i.	Other facilities re	oom use fees attached Page 27
ii	. E 9130a	Board Committee	Page 32
VI.	New		
i	BP 3100	Budget	Page 33
	i.	Change language	regarding public hearing
ii	. AR 3100		Page 34
	i.	Change language	regarding public hearing
JII	Review of S	ection 7000-8000	

Please bring your laptop

For most current agenda refer to:

http://www.kpbsd.k12.ak.us/students_parents.aspx?id=34112



Kenai Peninsula Borough School District Policy Committee Meeting Notes October 3, 2016 12:45 PM

District Office - Redoubt Conference Room

ATTENDANCE: Dan Castimore – Present

Lynn Hohl – Present Marty Anderson – Absent John Kelly - Present John O'Brien – Present Sarge Truesdell –Present

Guests: Laurie Olson, Christine Ermold

CALL TO ORDER: The meeting convened at 12:45 PM

APPROVAL OF NOTES:

The notes of the September 12, 2016 meeting were approved.

TOPICS DISCUSSED And ACTION TAKEN:

AR 1330 Use of School Facilities and Properties – return to Policy Committee

revisions attached

E 9130a Board Committees - return to Policy Committee

BP 6187 Charter Schools – move forward to Worksession revisions attached *BP 6146.1 High School Graduation Requirements* – move forward to Worksession

BP 6146.8 Diplomas - move forward to Worksession

AR 6146.5 Special Services Grading and Graduation Guidelines - move forward

to Worksession

AR 4117.6 Informal Hearing for Nonretention of nontenured Staff - move forward

to Worksession

ADJOURN: The meeting was adjourned at 2:14 PM

Submitted by: Natalie Bates

CONDITIONS OF USE

Commented [NB1]: All agreed to Conditions of Use Section

- 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.

- 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.

AR 1330

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.

Commented [NB2]: LH - wanted to add that it was Administrators discretion to waive the fee. DC - costs us to process Building Use applications DC – should be the same across the board

PRIORITY USE OF FACILITIES

<u>It is the goal of the Board to have facilities used as much as possible.</u> The following groups have priority for use of school facilities in the following order:

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.

- 1. BOARD APPROVED PROGRAMS such as Parent Advisory Committees (PACs), site councils, PTAs, band and orchestra parents, drama and other school clubs shall be allowed rent-free use of school facilities for meetings or activities. Fees may be charged for technical or special services. Requests shall be submitted to the principal.
- 2. YOUTH PROGRAMS such as Campfire, Boy/Girl Scouts, to include private educational organizations shall be allowed rent free use of school facilities for meetings or activities. Fees shall include a scheduling charge per request and may include custodial, technical, and special service charges whenever use occurs outside of regular custodial hours. Requests shall be submitted to the principal on E 1330a Room/Building Use Application.
- 3. NONPROFIT 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.
- 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.

Commented [NB3]: LH – wants to add Academic policy committees, PTA/PTO

Commented [NB4]: JK, LH, DC – delete reference to fees

Commented [NB5]: All agreed delete reference to fees

Commented [NB6]: LH – wanted to know if it was feasible to differentiate between non-profits

Commented [NB7]: All agreed revert to original language. JK has issue with last sentence. If organization is 501(c) shouldn't be Board's concern

Commented [NB8]: All agreed to deletion

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USE OF SCHOOL FACILITIES AND PROPERTIES

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.

<u>56</u>. PRIVATE, FOR PROFIT, COMMERCIAL GROUPS <u>All groups that do not meet the criteria of 1, 2, 3 or 4.</u>

Commented [NB9]: Committee unsure which groups this is referencing?

FEES

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

Facility Use	Standard Rental	Commercial Rental		
Classrooms-regular	\$15.00/hour	\$25.00/hour		
Classrooms-specialized	\$20.00/hour	\$35.00/hour		
Gymnasium	\$30.00/hour	\$55.00/hour		
Kitchens	\$20.00/hour	\$35.00/hour		
Dining Areas	\$20.00/hour	\$35.00/hour		

Commented [NB11]: DC – regular and specialized should be combined

Commented [NB10]: All agreed to delete from policy

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.

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USE OF SCHOOL FACILITIES AND PROPERTIES

- 4. Specialized Rooms include: home ec., music, art, rehearsal, Little Theater, multipurpose rooms, and small gyms.
- 5. Kitchen use must include additional payment for food service personnel.

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

AR 1330

USE OF SCHOOL FACILITIES AND PROPERTIES

requests should be identified on the application when submitted. Unforeseen needs may be accommodated with theater manager approval.

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

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

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 eategory, 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

Commented [NB12]: All agreed to delete this section

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USE OF SCHOOL FACILITIES AND PROPERTIES

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.

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

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. <u>Notification of Intent:</u> 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 contract shall not exceed five years. The terms of a renewal contract may be for a period of up to ten years.

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

Commented [NB1]: LH wants this Policy revisited to discuss previous suggested changes

Commented [NB2]: LH requested deletion

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. <u>School Board Work Session:</u> 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. <u>Public Hearing on the Charter School Application</u>: Following the work session, the School Board shall hold a public hearing on the proposed charter school application.
- 6. <u>School Board Action:</u> 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.

Commented [NB3]: LH – requested deletion

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:

- 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: 5/5/2014Revised:

Certificated Personnel

AR 4117.6(a)

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. <u>Notification</u>. 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. <u>Statement of Cause</u>. Within ten (10) days of receipt of the notification of nonretention, the teacher may submit a written request to the Superintendent <u>or designee</u> 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 <u>or designee</u> shall deliver to the teacher a written statement of cause for the nonretention within ten (10) days.
- 3. <u>Right to Informal Hearing</u>. Within ten (10) days of receipt of the notice of nonretention, a nontenured teacher may submit a written request to the Superintendent <u>or designee</u> 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 <u>or designee</u> 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.—<u>Representation</u>. The teacher may appear individually or be represented <u>under the terms of the collective bargaining unit. by a person of the teacher's choosing.</u>

6.5. Hearing Procedures.

- 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.

Commented [NB1]: Change recommended by attorney

AR 4117.6(b)

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 <u>one hour 40 minutes</u> and shall proceed as follows:
 - i. District administration presentation (15 min.);/district administration presentation (20 min)
 - Teacher presentation (15 min.);/teacher presentation(20 min)
 - i-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 <u>School</u> Board may, in its discretion, vary the proceedings.

7.6. <u>Decision</u>. Following deliberation in executive session, the <u>School</u> Board shall render an oral decision to affirm or revoke the notice of nonretention. The decision will be made by majority vote of the <u>School</u> Board members participating at the informal hearing. The <u>School</u> Board shall issue written notice of its decision within ten (10) days after the hearing.

Commented [NB2]: CErmold – attorney mentioned not setting timeline for executive session – could be 6 hours or more

KENAI PENINSULA BOROUGH SCHOOL DISTRICT
Adoption Date: 4/02/2007

KENAI PENINSULA BOROUGH SCHOOL DISTRICT

COMMUNITY USE OF SCHOOL FACILITY

The purpose of this form is to allow communities without organized community activities to use KPBSD facilities without attached E 1330(b-2) waiver of liability for the district.

School:
Use of:(Part of Building: gym, classroom, etc.)
Activity:
By whom:
Date and time:
(Please be specific)
Responsible Party:
I agree to obtain signatures of <u>all</u> participants on the Community Use Waiver of Liability and provide the originals prior to building use to the school administrator or principal. Last minute drop-ins will not be allowed.
KEYS A key to the building (#) has been issued to the responsible party (above) on the date of strictly for purposes of facilitating the above named activity. The key is to be returned to the principal on It is the responsible party's responsibility to assure that all doors and windows are locked, and lights and appliances are turned off when departing the building. The duplication of school keys is prohibited. The person issued the key shall be responsible for its safekeeping. If lost, the responsible party shall report the loss to the principal immediately and shall pay a \$300 fee.
Printed Name (Responsible Party)
Signature Date
Principal Date

Date

Assistant Superintendent of Instructional Support

KENAI PENINSULA BOROUGH SCHOOL DISTRICT

COMMUNITY USE WAIVER OF LIABILITY

School:
Use of:(Part of Building: gym, classroom, etc.)
(Part of Building: gym, classroom, etc.)
Activity:
To the maximum extent allowed by law, I agree to defend, indemnify, and hold harmless the Kenai Peninsula Borough and School District and its employees, directors, designees and all those affiliated with the above named activity for expenses relating to injuries, accidents, property damage, property lost and/or stolen as a result of using District facilities for recreation as a part of a community group.
I understand that the Kenai Peninsula Borough and the School District provide neither medical insurance coverage nor liability insurance that would cover such actions. It will be my responsibility to provide for payment of such expenses should they occur. In signing this release, I am stating that I am aware of the inherent dangers involved in recreational sports.
Print name (of participant):
Signature: Date:
Signature of parent or guardian if a minor:

Revised: 11/07/2016

CONDITIONS OF USE

Commented [NB1]: All agreed to Conditions of Use Section

- 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.
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- 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.

- 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.

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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.

Commented [NB2]: LH - wanted to add that it was Administrators discretion to waive the fee.

DC - costs us to process Building Use applications

DC - should be the same across the board

PRIORITY USE OF FACILITIES

<u>It is the goal of the Board to have facilities used as much as possible.</u> The following groups have priority for use of school facilities in the following order:

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.

- 1. BOARD APPROVED PROGRAMS such as Parent Advisory Committees (PACs), site councils, PTAs, band and orchestra parents, drama and other school clubs shall be allowed rent-free use of school facilities for meetings or activities. Fees may be charged for technical or special services. Requests shall be submitted to the principal.
- 2. YOUTH PROGRAMS such as Campfire, Boy/Girl Scouts, to include private educational organizations shall be allowed rent free use of school facilities for meetings or activities. Fees shall include a scheduling charge per request and may include custodial, technical, and special service charges whenever use occurs outside of regular custodial hours. Requests shall be submitted to the principal on E 1330a Room/Building Use Application.
- 3. NONPROFIT 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.
- 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.

Commented [NB3]: LH – wants to add Academic policy committees, PTA/PTO

Commented [NB4]: JK, LH, DC – delete reference to fees

Commented [NB5]: All agreed delete reference to fees

Commented [NB6]: LH – wanted to know if it was feasible to differentiate between non-profits

Commented [NB7]: All agreed revert to original language. JK has issue with last sentence. If organization is 501(c) shouldn't be Board's concern

Commented [NB8]: All agreed to deletion

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USE OF SCHOOL FACILITIES AND PROPERTIES

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.

<u>56</u>. PRIVATE, FOR PROFIT, COMMERCIAL GROUPS <u>All groups that do not meet the criteria of 1, 2, 3 or 4.</u>

Commented [NB9]: Committee unsure which groups this is referencing?

FEES

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

Facility Use	Standard Rental	Commercial Rental
Classrooms-regular	\$15.00/hour	\$25.00/hour
Classrooms-specialized	\$20.00/hour	\$35.00/hour
Gymnasium	\$30.00/hour	\$55.00/hour
Kitchens	\$20.00/hour	\$35.00/hour
Dining Areas	\$20.00/hour	\$35.00/hour

Commented [NB11]: DC – regular and specialized should be combined

Commented [NB10]: All agreed to delete from policy

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.

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USE OF SCHOOL FACILITIES AND PROPERTIES

- 4. Specialized Rooms include: home ec., music, art, rehearsal, Little Theater, multipurpose rooms, and small gyms.
- 5. Kitchen use must include additional payment for food service personnel.

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

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USE OF SCHOOL FACILITIES AND PROPERTIES

requests should be identified on the application when submitted. Unforeseen needs may be accommodated with theater manager approval.

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

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

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 eategory, 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

Commented [NB12]: All agreed to delete this section

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.

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

Building Use Fees

Facility	Fee(s)
AVTEC	Up to 4 hours \$125
	4+ hours \$250
Soldotna Library	\$30 flat fee
Alaska SeaLife Center	See attached sheet
KPC	See attached sheet
Alaska Maritime National Wildlife Refuge	Seminar Room (seats 50) \$275 per day
	Lab Classroom (seats 32) \$315 per day
	Auditorium (seats 170) \$550
	Lobby \$470
	\$50 cleaning deposit required for all events
The Bidarka Inn – Homer	Meeting room \$150 per day
Challenger Learning Center	See attached sheet



Rental Fees

*All room pricing is per hour and includes custodial service.

^{**}All events require a two-hour minimum.

Room	# of guests	Business Hours	Seward Resident Rate Business Hours	After Hours	Seward Resident Rate After Hours
Bear Mountain Conference Room	70 N/A	\$70	\$60	\$160	\$130
Discovery Classroom	32-N/A	\$70	\$60	\$160	\$130
Research Alcove	AD N/A	\$70	\$60	\$160	\$130
Bay Conference Room	(S N/A	\$60	\$50	\$125	\$95
Main Lobby	1-50 51-more	N/A	N/A	\$185 \$210	\$155 \$180
Underwater Viewing	1-50 51-more	N/A	N/A	\$310 \$360	\$280 \$320
Rocky Coast	1-75 76-150 150-more	N/A	N/A	\$310 \$360 \$560	\$280 \$320 \$500
Entire Facility	N/A	N/A	N/A	\$1200	\$900

Equipment Rentals and Services Offered:

General Adn	nission inc	cluded wit	h room	rental	during	normal	Center b	ours.
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Staff Support:Tech Support; \$125/hourBird AviaryDiscovery Pool/Touch Tank; \$30/hour	Staff; \$30/hour
A/V Equipment and Services: Laptop Computer; \$50 Computer projector; \$100, with RF remote; \$110 Sound System (microphone, amplifier, speakers); \$100 Fax, international; \$4/page B&W Copy; \$1/page Projection Screen; \$20.	Conference Telephone; \$35 Slide Projector; \$45 Fax, long distance; \$3/page Fax, receiving; \$2/page Color Copy; \$2.50/page
Facility Services: Tables; \$7.50/each Tables with Linens (Tablecloths Pop/Water Service; \$3/person for 4 hrs Coffee/Tea Service Bucket; \$10/bucket	

ROOM REQUI	EST FORM	
156 College Road, Soldotna, AK Email this form to: krc_rooms@		
Date:		KPC
For Profit Room Rates	Tech Services	Food on Campus

\$35 per hour, minimum of 2 hours.

\$225 per day, maximum of 8 hours

Government & Non-Profits Room Rates \$20 per hour, minimum of 2 hours \$115 per day, maximum of 8 hours

Non-profit organizations must present KPB Tax Exempt card.

Interactive Videoconferencing: \$70 per hour

IT Support: \$70 per hour

Computer Lab: Additional charge of \$25 per hour, minimum of 2 hours

Clean up Fee: Up to 30 people add \$25

More than 30 people add \$50

* Pricing subject to change without notice.

No animals allowed on campus except service animals. The room MUST be returned to the original configuration if tables and/or chairs are moved. \$50 fee will be assessed if room is not returned to its original configuration.

ROOM REQUEST FORM & PAYMENT MUST BE SUBMITTED TWO WEEKS IN ADVANCE.



Facility Rental Agreement

Business Hours: 9 AM – 5 PM Monday-Friday

9711 Kenai Spur Highway•Kenai, Alaska•99611

Phone: 907.283.2000 Fax: 907.283.2279

E-mail: daughn.carpenter@akchallenger.org

Web address: www.akchallenger.org

Times: In Building: Out Building: Function Starts: Function Ends: Function Name (For Signage): Group/Entity Name: Mailing Address: City: State: Zip:	_		
Function Name (For Signage):			
Group/Entity Name:			
Contact Name:			
Email Address:			
On site contact: Cell: Ph:			
Available Rooms and Capacities			
Room Name Sq. Size Classroom Square U-Shape Rounds Banquet Theatre Reco	ption		
Aurora Borealis 2635 47 x 56 84 72 60 160 168 180 1	80		
North Star Classroom 1316 47 x 28 30 36 30 64 70 70	75		
Aurora Classroom 1316 47 x 28 30 36 30 64 70 70	75		
Sundog Conference 434 31x 14 15 18 15 32 24 35	35		
Orientation Room 650 25 x 26 18 16 18 32 36 60	60		
Aurora Breakout Room 494 26 x 19 15 12 9 24 18 24	24		
Earth Lobby 1912 1	25		
North Star Breakout Room 494 26 x 19 15 12 9 24 18 24	24		
Dorm Rental (10 Minimum) 19 Girls Bunks available & 19 Boys Bunks available			
ROOM RENTAL RATES			
Room Name 4 hours 8 hours Additional Hours			
Aurora Borealis □ \$200 □ \$400 □ \$43.75			
North Star Classroom ☐ \$125 ☐ \$225 ☐ \$25			
	□ \$25		
Sundog Conference □ \$100 □ \$200 □ \$25			
the state of the s	□ \$25		
Aurora Breakout Room □ \$100 □ \$200 □ \$25 North Star Breakout Room □ \$100 □ \$200 □ \$25			
North Star Breakout Room □ \$100 □ \$200 □ \$25 Earth Lobby □ \$175 □ \$350 □ \$37.50			
Kitchen □ \$100 □ \$150 □ \$35			
Dorm Rental, min \$100.00 \$10.00 pp, per night / floor sleepers \$2.00 pp, per night			
Room Set-up			
□Chevron □Classroom □square □U-Shape □Rounds			
☐Banquet (rectangle tables with chairs on both sides) ☐Theatre (chairs only)			
□Other:			

EQUIPMENT RENTAL

Item	# Needed	4 Hours	8 hours & over	Total
LCD Projector & Screen / Portable or Fixed		\$50	\$100	
Laptop Computer		\$25	\$50	
27" Color TV / VCR/DVD each		\$10	\$15	
Interactive Projector		\$75	\$150	
Transparency Overhead Projector & screen		\$10	\$15	
Podium w/sound system		\$50	\$100	
Flipchart/Easel		\$30	\$30	
Cleaning Service		\$50/hour		
Teleconferencing Unit (+long distance)		\$ 10	\$20	
Videoconferencing		\$45	\$85	
Tech Support		\$85 per hour		
Place Settings		\$5.00 each		
Tablecloths		\$5.00 per table/\$7.00 w/in 2 weeks		
Additional Power outside standard use		\$10	\$15	
Deep Fryer (pre-approval REQUIRED)		\$25		
Salad Bar		\$40		
Steam Table		\$40		
Salt & Pepper Shakers		\$2.00 per set		
Re-Staging		\$25.00		
Pastry Service		\$3.00 per person/Maximum 25		
Basic Beverage Service(Coffee/Tea/Water ONLY)		\$4.00 per person/Maximum 25		
Deluxe Beverage Service (Basic Service plus bottled water, soda and/or juice)		\$6.00 per pe	rson/Maximum 25	

Rentals \$	+ Equipment \$	+ Deposit \$200= Total Balance Due: \$
approx. 21 days follow	wing event. Cancellations thin of written cancellation notice.	ninimum of \$100, whichever is greater. **\$200 Cleaning Deposit required. To be refunded upon inspection by (30) days or more prior to event date shall receive a full refund of fees minus a \$25.00 processing fee within For cancellations within 30 days of event date a charge equal to one half (1/2) total event cost in addition to a
Amount paid \$		☐ CHECK (\$25 returned check fee) ☐ MasterCard ☐ VISA ☐ Discover
Expiration:I	MonthYear	3-Digit Security Code
Name as it appears	on credit card:	
Signature of cardho	older	

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 district administrative liaison level and 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

BUDGET

The School Board shall establish and maintain a balanced budget. The Board shall adopt an annual budget which is compatible with District goals and objectives.

(cf. 0200 – Goals for the School District)

(cf. 3460 - Periodic Financial Reports)

The District budget shall be prepared annually from the best possible estimates of revenues and expenditures. The Superintendent shall determine the manner in which the budget shall be prepared and shall schedule the budget adoption process in accordance with legal time requirements. A public hearing shall be held prior to the adoption of the budget. The public will be given an opportunity to be heard.

In order to receive public input early in the budget preparation process, a budget development committee, composed of members of the community, Board and staff, shall meet to discuss the budget and shall report its findings and recommendations to the Board.

(cf. 1230 – Advisory Committees)

Legal Reference:

ALASKA STATUTES

14.07.030 Powers of state department

14.07.170 Additional powers and duties of state board

14.12.020 Support, management and control

14.14.060 Relationship between borough school district and borough

14.14.065 Relationship between city school district and city

14.17.300 – 14.17.990 Financing of public schools

ALASKA ADMINISTRATIVE CODE

4 AAC 09.006 - 4 AAC 09.050 State Aid

4 AAC 09.110 - 4 AAC 09.990 School Operating Fund

KENAI PENINSULA BOROUGH SCHOOL DISTRICT Revised: Adoption Date: 1/12/2009

AR 3100 Budget

BUDGET

Public Hearing, Forums and Availability of Proposed Budget

The proposed budget, showing expenditures, cash balances and all revenues, shall be made available for public inspection. before the public hearing dates.

The Board shall hold public forums on the proposed budget for the purpose of permitting any district resident an opportunity to appear and speak to the budget or any item in the budget.

Adoption of the Budget

The adoption of the budget shall not take place until the public <u>hearings forums</u> are concluded. The District budget shall conform to state regulations regarding form and content.

By May 1, the Board shall adopt and submit an annual budget to the borough assembly for approval of the local contribution of revenue to the School District.

By July 15, the adopted budget shall be submitted to the State Department of Education and Early Development for approval. The Commissioner may reject the District budget if it is not in the form required by the State, is not balanced, or does not meet local effort contributions required by law. If rejected by the State, a revised budget shall be submitted within thirty days of the notice of rejection. If the budget contains a prior year fund balance as revenue, the budget shall be revised and resubmitted if the annual audit shows the fund balance to be less than projected.

KENAI PENINSULA BOROUGH SCHOOL DISTRICT Revised: