

## **NOTICE OF PETITION**

STATE OF NEW YORK  
STATE EDUCATION DEPARTMENT

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In the Matter of Johannes C. Wille  
from an action of the Board of Education  
of the Katonah-Lewisboro Union Free School  
District regarding the illegal designation and funding of 3 hour pleasure cruise as a school  
sponsored field trip.

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### **NOTICE:**

You are hereby required to appear in this appeal and to answer the allegations contained in the petition. Your answer must conform with the provisions of the regulations of the Commissioner of Education relating to appeals before the Commissioner of Education, copies of which are available at [www.counsel.nysed.gov](http://www.counsel.nysed.gov) or from the Office of Counsel, New York State Education Department, State Education Building, Albany, New York 12234.

If an answer is not served and filed in accordance with the provisions of such rules, the statements contained in the petition will be deemed to be true statements, and a decision will be rendered thereon by the Commissioner.

Please take notice that such rules require that an answer to the petition must be served upon the petitioner, or if he be represented by counsel, upon his counsel, within 20 days after the service of the appeal, and that a copy of such answer must, within five days after such service be filed with the Office of Counsel, New York State Education Department, State Education Building, Albany, New York 12234.

Please take further notice that the within petition contains an application for a stay order. Affidavits in opposition to the application for a stay must be served on all other parties and filed with the Office of Counsel within three (3) business days after service of the petition.

STATE OF NEW YORK  
STATE EDUCATION DEPARTMENT

JOHANNES C WILLE,

Petitioner,

vs.

BOARD OF EDUCATION OF THE KATONAH  
LEWISBORO UNION FREE SCHOOL DISTRICT,

Respondent

VERIFIED PETITION

Matter of Illegal Designation and Funding of 3 Hour  
Pleasure Cruise as a School Sponsored Field Trip

1. Petitioner, Johannes C. Wille, is a South Salem, NY resident and taxpayer in the Katonah -Lewisboro Union Free School District (herein, DISTRICT).

2. Respondent Board of Education (BOE) of DISTRICT is sworn to uphold the NYS Constitution, NYS Law, The Commissioner's Decisions and its own BOE policies in the administration of the DISTRICT, especially with regard to "field trips."

3. On information and belief, based on page 6 of 12/15/16 BOE's minutes, Responded voted 6-0 on a RESOLUTION (and without discussion) to enter the DISTRICT into binding contractual agreement with Caliber Yacht Charters for the 8<sup>th</sup> Grade "End of Year Field Trip" on May 18, 2017. See attached Addendum #1, **Resolution Regarding Caliber Yacht Charter Agreement for 2016-2017 School Year.**

4. On information and belief, based on the RESOLUTION and contract signed by district official, the cost of the 8<sup>th</sup> Grade Field trip is \$34,400. See Addendum #2, **Private Yacht Charter Agreement** and Addendum #3, **Katonah-Lewisboro School District Trust & Agency Check Request**

1 5. Respondent BOE adopted Field Trip Policy 4531 on 1/23/14 to define and regulate  
2 school sponsored field trips. (See Addendum #3, **Katonah-Lewisboro USFD Policy 4531**  
3 **and 4531-R, Field Trips**)

4  
5 6. On information and belief, based on the RESOLUTION and contract with Caliber  
6 Yacht Charters, the 'field trip' is a night-time three-hour party cruise, complete with an \$800  
7 disc jockey, for eight grades students and up to 300 guests, nothing more, nothing less.

8 7. Upon information and belief, based on Respondent's Field Trip Policy 4531, the  
9 three-hour party cruise does not meet the definition of qualifying school sponsored field trips.  
10

11 8. Respondent's definition of a school sponsored field trip is unambiguous. A party is  
12 not a field trip. In fact to qualify as a field trip, the excursion must be "an integral part of an  
13 approved course of study, planned as an extension of classroom activity". (See Addendum  
14 #3)

15 9. More specifically, the field trip policy states that school sponsored field trips will be,  
16 in part,: (a) directly tied to educational objectives; (b) be proceeded with or followed by  
17 instructionally related activities for students; and (c) integrate reading, writing, or speaking  
18 across the curriculum. (See Addendum #3)  
19

20 10. Upon information and belief, based on the District's records, the three-hour pleasure  
21 cruise will occur outside of regularly scheduled school hours. Whether or not student  
22 participation is mandatory is not addressed.  
23

24 11. Upon information and belief, based on a Freedom of Information Request seeking all  
25 documents and communications related to the May 18 2017 cruise, a "Field Trip Approval  
26 Form" completed by a staff member to his or her direct supervisor was no completed, nor  
27  
28

1 submitted to Respondent in further violation of Respondent's Field Trip policy. (See Addendum  
2 #3)

3 12. Based on the Respondent's own Field Trip Policy 4531, field trips which do not meet  
4 the definition of school sponsored field trips "are considered private."

5 13. Accordingly and quoting directly from Respondent's Field Trip policy 4531, regarding  
6 excursions that do not meet the Respondent 'field trip' definition, "The Board of Education and  
7 the School District have no involvement in the organization or support of such trips, the funding  
8 of such trips, the solicitation of students to participate, and expressly disclaim any liability or  
9 control for such trips."  
10

11 14. Yet, Respondent has done exactly that. It has committed the District to a non-  
12 cancellable contract. It has direct involvement in the scheduled May 18, 2017 cruise, financially  
13 and otherwise. Moreover, as the only party to the contract with Caliber Yacht Charters, it cannot  
14 "disclaim any liability or control for such trips."  
15

16 15. This \$34,400 three-hour evening yacht cruise is nothing more than a "private  
17 recreational experience and not part of the school district's educational program;" and it does not  
18 meet the criteria set forth in Appeal of Christe (39 Ed Dept Rep 685, Decision No. 14,349).  
19

20 16. Respondent BOE does not possess the legal authority to commit the DISTRICT in a  
21 contract for a private purpose.  
22

23 17. The pleasure cruise, masquerading as a "field trip", is a flagrant misuse of Respondent's  
24 authority to enter into contracts for private purposes. The resolution to enter into the Private  
25 Yacht Charter Agreement on the premise that the event qualifies as a school sponsored field trip  
26 is preposterous on its face.  
27

1 18. Without immediate intervention by Commissioner, Respondent will consummate a  
2 violation of Article VIII, Section 1 of the New York State Constitution which prohibits a  
3 school district from giving or loaning property or money to any individual or private  
4 organization for private purposes.  
5

6 19. This non-mandatory, non-educational \$34,400 three-hour private cruise for 8<sup>th</sup>  
7 graders and up to 300 guests is unquestionably a 'private purpose' outside the domain of  
8 Respondent to commit the DISTRICT in a non-cancellable "Private Yacht Charter  
9 Agreement."  
10

11 20. Upon information and belief, based on conversations with District residents, similar  
12 trips have occurred sponsored by Respondent unchallenged.

13 21. Based on alleged past history of Respondent sponsoring illegal field trips and the  
14 field trip contract entered into in this instant petition, Petitioner seeks an immediate stay on  
15 Respondent's 12/16/17 resolution and support, financially or otherwise, of the planned May  
16 18, 2017 chartered yacht cruise.  
17

18 22. An immediate stay is warranted for the following reasons: (a) the facts of instant  
19 petition highlighted by Respondent's documents indicate *prima facie* a violation of its own  
20 field trip policy, the Commissioner's "Christe Decision" on field trips and the NYS  
21 Constitution and, (b) the planned trip has not yet occurred. A stay would allow the students  
22 and their 300 guests to make their own private arrangements for an end-of-year party.  
23  
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1                   **WHEREFORE**, Respondent Board of Education has willfully entered into an  
2 agreement with Caliber Yacht Charters for what amounts to a private recreational agreement that  
3 guarantees to Caliber Yacht Charters \$34,400 and commits to assuming any and all liabilities  
4 associated hereto; and has violated its own published field trip policy, the relevant  
5 Commissioner's Christe Decision regarding the definition and funding of 'field trips, and the  
6 NYS Constitution that prohibits the public funding of private purposes; and the likelihood that  
7 such illegality has occurred in the past and will so again in the future, Petitioner respectfully  
8 requests the Commissioner to:  
9

- 10                   I.    Reverse Respondent's 12/16/16 Resolution;  
11  
12                   II.   Demand Respondent comply with its own Policy 4531 for any and all  
13                         future field trips  
14                   III.   Direct Respondent to refrain from sponsoring this and any all private  
15                         excursions in the future.  
16  
17  
18

19                   Dated this        of February , 2017.  
20

21  
22                   \_\_\_\_\_  
23                   Johannes C. Wille, Petitioner pro-se  
24                   109 Lockwod Rd.  
25                   South Salem, New York, 10590  
26                   914-533-2096  
27  
28

**MATTER OF ILLEGAL DESIGNATION AND FUNDING OF 3 HOUR PLEASURE CRUISES AS A SCHOOL  
SPONSORED FIELD TRIP**

**LIST OF ADDENDUMS**

- 1. 12/15/16 RESOLUTION REGARDING CALIBER YACHT CHARTERS AGREEMENT FOR THE 2016-17  
SCHOOL YEAR**
- 2. CALIBER YACHT CHARTERS PRIVATE YACHT CHARTER AGREEMENT WITH DISTRICT INCLUDING  
DISTRICT CHECK REQUEST**
- 3. KATONAH-LEWISBORO UFSD FIELD TRIP POLICY #4531 AND #4531-R, AND FIELD TRIP APPROVAL  
FORM**

**AFFIDAVIT OF VERIFICATION**

STATE OF NEW YORK:

:ss.

COUNTY OF WESTCHESTER\_\_\_\_\_:

JOHANNES C. WILLE being duly sworn deposes and says that he/she is PETITIONER in this proceeding; that he/she has read the annexed PETITION and knows the contents thereof; that the same is true to the knowledge of deponent except as to the matters therein stated to be alleged upon information and belief, and as to those matters he/she believes it to be true.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(In the case of a corporation, LLC, LLP, or other business entity, include the title of officer or authorized representative signing the affidavit of verification.)

Subscribed and sworn to

before me this \_\_\_\_ day of

\_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
(Signature of notary public)



DECEMBER 15, 2016

UNAPPROVED MINUTES

KATONAH-LEWISBORO SCHOOL DISTRICT  
BOARD OF EDUCATION

12.04 Resolution Regarding Disposal of Assets – Vehicles

**RESOLVED**, that the Board of Education approve the proper disposal of the following assets:

Vehicle Number	Vehicle Year		Vehicle Identification Number
278	2005	Van	1GBHG31UX51166596
282	2005	Van	1GBHG31UX51166209
283	2005	Van	1GBHG31U351164866
288	2005	Bus	1T7YR4C2751159163



12.05 Resolution Regarding Caliber Yacht Charters Agreement for the 2016 - 2017 School Year

**RESOLVED**, that the Board of Education approve the agreement with Caliber Yacht Charters for the 8th Grade End of Year Field Trip on May 18, 2017 in the amount of \$34,400.00.

Vote on foregoing resolution (Consent Agenda):

Ayes 6, Nays 0, Absent 1

Motion passed by 6 votes.

Mr. Holbrook was not present at time of vote.

BOARD DISCUSSION:

There was no additional Board Discussion.

FUTURE MEETINGS:

December 16, 2016 Policy Committee Meeting 9:30 a.m. District Office, Conference Room
Thursday, January 5, 2017 Board of Education Meeting 7:30 p.m. John Jay High School, Library
Tuesday, January 17, 2017 Finance Committee Meeting 7:30 p.m. District Office, Conference Room
Thursday, January 19, 2017 Board of Education Meeting 7:30 p.m. John Jay High School, Library
Friday, January 20, 2017 Sustainability Committee Meeting 8:00 a.m. District Office, Conference Room
Friday, January 20, 2017 Policy Committee Meeting 9:30 a.m. District Office, Conference Room



Caliber Yacht Charters

166-65 17<sup>th</sup> Road

Whitestone, NY 11357

718 224-4460

212 248-3800

Private Yacht Charter Agreement

Cruise Date May 18, 2017

Yacht Name: Cornucopia Destiny

Client Name: Katonah Schools Linda Volpe

Phone Number: 914 763-7660

Boarding Location: Yonkers pier dock

Guests: Approx. 300 guests

Boarding: 6:30 pm

Cruise: 7-10 PM

	Price each	guest count	Total
Package Price	85.00	300	\$25,500.00
Sub Total			\$25,500.00
Taxable total			\$25,500.00
20% crew Fee		20%	\$5,100.00
dockage charge			\$3,800.00
Sub total			\$34,400.00
Sales Tax		8.88%	exemot
dj			\$800.00
Total			\$34,400.00

### **Terms and Conditions of Charter**

Minimum Deposit of \$5,000 at the time of signing this agreement will secure use of the yacht for the date and time specified above. **This deposit is non refundable.** A second payment of \$0 is due (3 months prior to cruise) with the balance due Thirty Days Prior to the date of the event with a tellers check. A Final menu selection and guest count must be given with final payment. Credit cards fees are 6%.processing fee and only taken for deposits.

### **Cancellation Policy**

NO Cancellations

### **Excused non-Performance**

If for any reason beyond its control, including but not limited to strikes, accidents, government requisitions, restrictions or regulation on travel, vessel operation, commodities or supplies, acts of war or acts of god, the Yacht **Cornucopia Destiny** is unable to perform its obligation under this agreement, such non performance is excused and Caliber Yacht Charters may terminate this agreement with out further liability of any nature, upon return of Customers deposit. In no event will Caliber Yacht Charters be liable for consequential damages of any nature for any reason whatsoever. If the vessel does not sail for reasons beyond our control, the party will be held dockside and 10 % of the yacht charter fee will be refunded. Should you, the client, request a delay in departure, cruise time will not be extended.

### **Conditions of Charter**

1. The captain has complete control of the vessel's course and passengers conduct as necessary for safety.
2. If a passenger arrives intoxicated, injured, ill or acts in a disorderly manner they will not be allowed to board and not take the cruise.
3. Damage to the vessel's furnishing and /or equipment will be the Customers responsibility.
4. No warranties, express or implied, are made as a result of this agreement except Caliber Yacht Charters will provide services as set forth in this agreement.
5. We reserve the right not to serve any alcoholic beverages to any sub-contractors regardless of their relationship to the client.
6. We require all sub contractors to provide liability insurance naming and holding harmless Caliber Yacht Charters
7. Not responsible for equipment, supplies and/or personal belongings left on vessel
8. Client is required to provide "Guest Manifest" 48 hours prior to event as required by US Coast Guard
9. As a US Coast Guard Certified Vessel, the yacht Cornucopia Destiny is operated in accordance with the Rules and Regulations of the US Coast Guard. It maintains Liability insurance and hull insurance on the vessel.

**Unlawful Activities**

Gambling activities, use of drugs or any other unlawful activity are expressly prohibitive. A violation of this provision by Customer or its guests shall be ground for immediate termination of the charter and return to the Pier with all monies forfeited.

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Customer Signature

---

Date

---

Customer Signature

---

Date

---

Caliber Yacht Charters

---

Date

## **RIDER TO AGREEMENT**

**Katonah-Lewisboro School District**  
(hereinafter referred to as "School District" or "Charterer")

**PO Box 387**  
**Katonah, New York 10536**

**-and-**

**Caliber Yacht Charters**  
(hereinafter referred to as "Company")

**166-65 17<sup>th</sup> Road**  
**Whitestone, New York 11357**

1. The terms and conditions of this Rider supplement and, to the extent applicable, supersede and take precedence over the terms and conditions of the attached Private Yacht Charter Agreement between the parties relating to the charter of the Company's vessel on May 18, 2017 by the School District (the "Charter Agreement"). The Charter Agreement and this Rider, together, are called this "Agreement." To the extent the terms of this Rider conflict with the terms of the Charter Agreement, the terms of this Rider shall govern.
2.
  - a. On the date of usage, the Company warrants:
    - i. each boat and/or ship provided:
      - A. will be in good and safe working order and free from defects;
      - B. will have the required mechanical and safety inspections/ permits completed and have proof of same on board, as may be required by applicable federal, state and local laws;
      - C. will be insured and have proof of insurance on board, as may be required by applicable federal, state and local laws; and
      - D. will be provided from 7:00 p.m. to 10:00 p.m. for the exclusive use of the School District and its guests.
    - ii. each member of the Company's staff and the Company's employees shall be duly qualified, licensed and insured.
  - b. During any water activities, the Company shall maintain the ability to contact the United States Coast Guard and other emergency and rescue services should an emergency arise.
  - c. Each of the School District's attendees shall be provided with appropriate water safety equipment and instruction of use (if requested), including, but not limited to, personal flotation devices and any other devices as mandated by federal, state and local laws.

forth in this Agreement, and its relationship to the School District shall, during the periods of its services hereunder, be that of an independent contractor. The Company shall not be considered as having employee status and shall not be entitled to participate in any of the School District's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, the Company, its officers, its employees and/or its agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by the School District.

4. Compliance With Law: The Company understands and agrees that it shall comply and be responsible for complying with all applicable federal, state, and local statutes, rules, regulations, codes and ordinances. The Company affirms that those employees providing services to the School District are fit for service.
5. Discrimination Prohibited: Neither the Company nor the School District will discriminate against any individual because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status.
6. Notices: All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when personally delivered, or when mailed by first class registered or certified mail, addressed (a) if to the Company, at its address set forth above, or at such other address as the Company shall have furnished to the School District in writing, or (b) if to the School District, at the address set forth above.
7. Authorization to Enter Agreement: The Company represents that the persons whose signatures appear on this Agreement are authorized by the Company to execute this Agreement on its behalf and bind the Company to the terms and conditions of this Agreement.
8. Agreement Construction: This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.
9. Non-Waiver: No course of dealing of any party hereto, no omission, failure or delay on the part of any party hereto in asserting or exercising any right hereunder, and no partial or single exercise of any right hereunder by any party hereto shall constitute or operate as a waiver of any such right or any other right hereunder. No waiver of any provision hereof shall be effective unless in writing and signed by or on behalf of the party to be charged therewith. No waiver of any provision hereof shall be deemed or construed as a continuing waiver, as a waiver in respect of any other or subsequent breach or default of such provision, or as a waiver of any other provision hereof unless expressly so stated in writing and signed by or on behalf of the party to be charged therewith.

10. Rights and Remedies: Except as expressly provided in this Agreement, the duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law, in equity or by other agreement, and all such rights and remedies shall survive acceptance of the Company's work and/or any termination of this Agreement.
11. Severability: In case any provision of this Agreement should be held to be illegal or invalid under the law of any country, state or other jurisdiction, such illegality or invalidity shall not affect in any way any other provisions hereof, all of which shall continue, nevertheless, in full force and effect in any country, state or other jurisdiction in which such provisions are legal and valid.
12. Punitive Damages: The School District shall not be liable to the Company for punitive damages on account of its termination of this Agreement or for any alleged breach of this Agreement, and the Company hereby expressly waives its right to claim such damages against the School District.
13. Assignment: The Company agrees not to assign, transfer, convey or sublet or otherwise dispose of this Agreement, or its right, title and interest herein or its power to execute this Agreement, to any person, firm or corporation other than any of its affiliates without the previous consent in writing of the School District.
14. Entire Agreement & Amendments: This Agreement represents the entire and integrated agreement between the School District and the Company and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the School District and the Company. No oral modifications to this Agreement shall be binding upon the parties.
15. Insurance:
  - a. The Company shall purchase from and maintain in a company or companies lawfully licensed to do business in the State of New York such insurance as is customary in its trade and is in an amount that in no event is less than a commercially reasonable amount. The Company shall list the School District as additional insured on the Company's policies of insurance (other than the Company's worker compensation policies) and shall provide the School District with a certificate(s) of insurance evidencing the Company's policies of insurance within a reasonable time prior to the date of the charter of the vessel under the Charter Agreement. The Company shall maintain its policies of insurance up to and through the date of the charter of the vessel under the Charter Agreement.
  - b. At the request of the Company, the School District will promptly provide the Company with a certificate(s) of insurance evidencing the Company's policies of insurance.

16. Indemnification and Hold Harmless: Each party shall defend, indemnify and hold harmless the other party to this Agreement, and such other party's officers, directors, employees, agents and affiliates, from and against all loss, costs, damages, expenses (including, without limitation, reasonable attorneys' fees), judgments, fines and amounts paid in settlement (collectively, "Losses") incurred by the indemnified party in connection with (i) any breach or default by the other party under or with respect to any of its duties, obligations, representations, warranties or covenants contained in this Agreement or (ii) any action or omission of the other party, or the other party's directors, officers, employees, agents, affiliates, invitees, students or guests, constituting negligence, willful misconduct or fraud, except to the extent such Losses were caused by the indemnified party's negligence or willful misconduct or material breach of this Agreement.
17. Force Majeure: Each party will not be liable for losses, defaults or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon such party pursuant to the terms and conditions of this Agreement due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire, restrictions on travel, vessel operations, commodities or supplies, severe weather or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform (each, an event of "Force Majeure"), provided that such party was not negligent and shall have used reasonable efforts to overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such event of Force Majeure.
18. Captions: The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses hereof.
19. Submission to Jurisdiction: Each party hereby irrevocably consents that any legal action related in any way to this Agreement may be brought in a court of competent jurisdiction in the State of New York located in the County of Westchester or in the United States District Court for the Southern District of New York. The parties hereby irrevocably submit to the non-exclusive jurisdiction of such courts, and irrevocably waive any objection to the laying of venue of any such legal action, and further irrevocably waive any claim that any such court is not a convenient forum for any such action.

KATONAH-LEWISBORO SCHOOL  
DISTRICT

Dated \_\_\_\_\_

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

CALIBER YACHT CHARTERS

Dated \_\_\_\_\_

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



- d. The Company shall be responsible for compliance with any and all applicable federal, state and local laws.
- e. The following shall modify the Company's "Terms and Conditions of Charter" which are a part of the Charter Agreement:
  - i. Cancellation Policy: This provision is deleted and replaced with the following: "If the Charterer cancels the contract within ninety (90) days prior to the date of the Charter and Caliber is unable to substitute a charter in its place which is acceptable to Charterer (which acceptance may not be unreasonably withheld), Caliber shall be entitled to keep as liquidated and agreed damages and not as a penalty any payment(s) received or due and payable from the Charterer as of the date of the cancellation (i.e., deposit and other payments made in accordance with the payment schedule set forth in the Charter Agreement) and no further payment by the Charterer shall be required. If the Charterer cancels the contract at a time more than ninety (90) days prior to the date of the Charter, all payment(s) received from the Charterer for the Charter shall be credited to the Charterer for future charters provided by Caliber on a mutually convenient date, except for documented costs incurred by Caliber as of the date of cancellation, which amount of costs will not be credited."
  - ii. Excused non-Performance: This provision is deleted and replaced with the following: "If for any reason Caliber is unable to perform under this Agreement, including but not limited to, events of Force Majeure (as defined in Section 17 of this Rider to the contract), Caliber may (i) terminate the agreement without any further liability under the Agreement upon the return of any and all payments made by the Charterer or (ii) reschedule the event; the decision of which shall be upon mutual consent of the parties. Caliber may substitute another vessel of comparable quality to the Vessel reserved subject to notice to and approval of the Charterer, provided, however, that approval shall not be required if the Force Majeure event occurred not more than 48 hours before the Charter. Any required consent or approval shall not be unreasonably withheld. If the Charterer requests a delay in departure time, Caliber has no obligation to extend the cruise time."
  - iii. Conditions of Charter: Paragraph 3 of this provision shall be deleted and replaced with the following: "Damage to the vessel's furnishing and/or equipment shall be the Charterer's responsibility, to the extent such damage is caused by Charterer's guests, invitees, agents, or any independent contractors hired by Charterer."
- 3. Independent Contractors: All employees of the Company shall be deemed employees of the Company for all purposes and the Company alone shall be responsible for their work, personal conduct, direction, and compensation. The Company acknowledges that it will not hold itself, its officers, employees and/or its agents out as employees of the School District. The Company is retained by the School District only for the purposes and to the extent set

9/10

**KATONAH-LEWISBORO SCHOOL DISTRICT  
TRUST & AGENCY CHECK REQUEST**

TO: Kim Parks  
~~Danella Placella~~, District Treasurer

*12/22/16 Requested W-9*

FROM:

L. Volpe

DATE:

12-19-16

SUBJECT: Trust & Agency Check Request

Please issue a check for the following from our transmittal account TA- ~~851~~  
The money has been deposited into the JP Morgan Chase Trust & Agency account.

Checks are issued on a biweekly basis when the Internal Claims Auditor is present to perform the audit. The check run schedule is the same as the biweekly payroll schedule. Provided that the payee is an approved KLSD vendor, please allow 2 weeks for the business office to process your check request.

If a faxed check request is received, please also send the original through the interoffice mail.

Amount of Check:

\$ 5,000.00

Name of Payee:

Caliber Yacht Charters

*# 21200  
TA 852*

Address of Payee

1166-65 17<sup>th</sup> Rd  
Whitestone, N.Y. 11357

Grade:

8

Reason for Check Request:

End of year Boat Trip 5/18/17  
Class of '21

Principal's Signature



District Approval

Kim Parks 12/21/16

Requestor's Signature

L. Volpe

**AUDITED**

**JAN 04 2016**

**CHW,PC**

Purchasing Agent Approval

K. Carroll 12/27/16

ADDENDUM # 2

No. 903316

10/10

Katonah-Lewisboro Schools

PO. #	BUDGET ACCOUNT	INVOICE NUMBER	AMOUNT
	TA852	MAY 18 2017 DEPOSIT	\$ 5000.00
VENDOR: CLOUD NINE MARINE ENTERPRISES.			CHECK TOTAL \$ 5000.00

**Katonah-Lewisboro Schools**

Union Free School District #1  
Towns of Bedford, Lewisboro, N. Salem  
P.O. Box 387, Katonah, NY 10536

JPMorgan Chase Bank, N.A.  
New York, NY

No. 903316

1-2/210

TRUST &amp; AGENCY FUND

DATE: 01/04/2017

VOID VOID VOID VOID VOID VOID VOID VOID VOID VOID

\$\*\*\*\*\*5,000.00

PAY TO THE ORDER OF

CLOUD NINE MARINE ENTERPRISES,  
INC DBA CALIBER YACHT CHARTERS  
166-65 17TH ROAD  
WHITESTONE, NY 11357

NON-NEGOTIABLE

**Katonah-Lewisboro Schools**

Union Free School District #1  
Towns of Bedford, Lewisboro, N. Salem  
P.O. Box 387, Katonah, NY 10536

CLOUD NINE MARINE ENTERPRISES,  
INC DBA CALIBER YACHT CHARTERS  
166-65 17TH ROAD  
WHITESTONE, NY 11357

## Field Trips

The Board of Education recognizes that field trips can enhance the instructional program of the schools and will authorize field trips as set forth below.

### *I. School Sponsored Field Trips:*

For purposes of this policy, a School-Sponsored Field Trip shall be defined as an excursion of students, under adequate professional supervision, which is an integral part of an approved course of study and education program, planned as an extension of classroom activity and for which students and all participants are subject to the District Code of Conduct. Trips sponsored by student clubs or groups which are directly related to the instructional program and meet the criteria set forth herein shall be covered by this policy.

→ All other trips that do not meet the above criteria are considered private. The Board of Education and the School District have **no** involvement in the organization or support of such trips, the funding of such trips, the solicitation of students to participate, and expressly disclaim any liability or control for such trips.

### *II. Process to Approve School Sponsored Field Trips:*

The Superintendent or his/her designee shall prepare and maintain procedures for the approval and operation of a School-Sponsored Field Trip in accordance with 4531-R. It is expected that all school sponsored trips will:

- 
1. Be directly tied to educational objectives;
  2. Be preceded with or followed by instructionally related activities for students;
  3. Integrate reading, writing, or speaking across the curriculum;
  4. Not be duplicated from grade to grade or subject to subject;
  5. Be recommended by staff members based upon careful study of the field trip site and in accordance with field trip regulations (4531-R).

First Reading:	November 21, 2013
Second Reading:	December 19, 2013
Adoption:	January 23, 2014

## Field Trip Regulations

The Board of Education Policy 4531 sets forth guidelines and expectations for School Sponsored Field Trips. It shall be the responsibility of the Building Principal to review the Board policy and Regulations with staff members annually or whenever there is a change to the policy or regulations.

**Approval of trips shall be in accordance with the following:**

A staff member who wishes to lead a field trip shall:

- 1. Submit a Field Trip Approval Form (Exhibit 4531-E.1) to their direct supervisor.
- 2. Provide a copy of the Field Trip Approval Form as well as an alphabetical roster of participants to the School Nurse as outlined in the Requirements for the Administration of Health Services on a School Sponsored Trip (Exhibit #4531-E.2).
- 3. Submit a request to Transportation if transportation will be needed for the trip.

If the trip does not require overnight stay and meets requirements for approval—including accommodation of student medication needs and availability of transportation—the building or director level administrator has the authority to approve the trip and make further arrangements.

Trips that require overnight stay first must be approved and recommended by the building principal or director-level administrator, then by the Superintendent of Schools and then by the Board of Education. Principals are responsible for ensuring that overnight field trip requests will not create an unreasonable disruption of the educational process for students or teachers in other classes.

Requests for overnight trips should be made at least three months in advance of the planned event, except in extenuating circumstances where three months' notice is impossible, e.g., the scheduling of an overnight athletic trip resulting from advancement in a tournament, in which case as much notice as possible should be provided.

**Field Trip Notifications:**

- 1. Information regarding the trip will not be shared with students until appropriate nurse or parental resources have been secured for all students and the trip has been approved officially.
- 2. Administrators and staff members, after approval has been authorized, will notify parents of the trip with as much lead time as possible and in accordance with all regulations contained herein. Notification should include the date, time of

### Field Trip Regulations

departure and return, the educational purpose of the trip and contact information for the staff member in charge.

3. Written parental permission is required for each student attending a field trip or series of scheduled events. Staff members should provide permission slips with due dates and should follow up with families who have not submitted permission slips by the due date.
4. Staff members leading field trips must prepare an itinerary and an alphabetical participant roster that includes contact and emergency contact information for all participants. This documentation should be on hand during the trip and a copy of this documentation should be provided to the Administrator prior to departure.
5. In the event of an emergency during the field trip, the staff member leading the field trip must contact the Administrator as soon as possible. This includes emergencies directly affecting students as well as a general emergency in the area where the field trip is taking place. In the event that an administrator becomes aware of an emergency during a field trip, he/she must contact the staff member in charge as appropriate.

#### **Withdrawal of Trip Approval:**

Whenever the Director, Principal, Superintendent, or Board of Education determines that dangerous conditions may affect the health, safety, or welfare of those traveling, the Principal, Superintendent, or the Board of Education may withdraw approval for the trip. In making such decisions, the aforementioned parties will heed any travel advisories or restrictions issued by the FBI, the State Department, or other local officials. The Board and district will not reimburse any costs incurred by any trip for which the Director, Principal, Superintendent, or the Board of Education withdraws its approval.

#### **Field Trip Purpose and Provision of Alternative Experiences:**

Field trips should have a legitimate educational and/or cultural purpose directly related to the instructional program. The loss of classroom instructional time should be outweighed by clear benefits of experiences which cannot be found within school. Students with special needs shall participate in field trips to the maximum extent appropriate. If health or safety concerns preclude full participation however, alternative experiences will be provided during the trip or for that portion of the trip.

#### **Supervision and Chaperones:**

All field trips must have a staff member and an appropriate number of chaperones leading and supervising the field trip as outlined in the Field Trip Approval Form. Supervisory expectations should be communicated by the staff member in charge to potential



## Field Trip Regulations

chaperones when volunteers are solicited. Chaperones may either be staff members or volunteers who must comply with Volunteer Policy 4532 as well as the District Code of Conduct to which all volunteers are subject for the entirety of any District field trip. Specific instructions shall be provided to chaperones prior to departure. For trips involving special education classes, the student/teacher/parent ratio shall be at least the same as provided in each student's Individualized Education Plan.

**Transportation:**

Students are expected to travel to and from the field trip on District transportation with the staff member leading the trip. Students are not permitted to leave the field trip on their own or make special arrangements to be transported by parents or others.

First Reading:	November 21, 2013
Second Reading:	December 19, 2013
Third Reading & Adoption:	January 23, 2014

Field Trips Exhibit  
Field Trip Approval Form

Staff members should create three (3) copies of this form. Please route two copies to your direct supervisor (one copy will be returned to you) and one copy to the school nurse with an appended alphabetical roster of students in accordance with 4531.E.2. Please route transportation requirements to Transportation when you prepare and submit this form.

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_

1. Staff Member in Supervisory Capacity \_\_\_\_\_

2. Building \_\_\_\_\_ Grade(s) of participants \_\_\_\_\_

3. Destination/ Distance from District/ Date of Departure and Return

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

4. Time of Departure: \_\_\_\_\_ Time of Return: \_\_\_\_\_

5. Cost per student \_\_\_\_\_ Number of Students \_\_\_\_\_

Cost to District:

Transportation: \_\_\_\_\_

Chaperones: \_\_\_\_\_

Other: \_\_\_\_\_

6. List transportation needs and indicate whether routed to Transportation (please circle)  
YES NO

Driver(s) \_\_\_\_\_

7. Indicate how this field trip is related to your program and to educational objectives and what preparation/follow-up will take place:

\_\_\_\_\_  
\_\_\_\_\_



Field Trips Exhibit  
Field Trip Approval Form

8. Does this trip duplicate any field trip taken by any, some, or all of your students?

(Yes) \_\_\_\_\_ (No) \_\_\_\_\_

If so, please indicate how. What is your justification for this additional trip to the same destination?

\_\_\_\_\_  
\_\_\_\_\_

9. Number of Chaperones required by Board of Education Policy \_\_\_\_\_

The minimum ratio of students to adults should be as follows:

8:1 for elementary school trips  
10:1 for middle school trips  
10:1 for high school trips

Names of Chaperones

\_\_\_\_\_  
\_\_\_\_\_

10. Indicate special safety precautions *and/or* special provisions for students that will be required.

\_\_\_\_\_  
\_\_\_\_\_

11. List any overnight accommodations that will be required.

\_\_\_\_\_

12. Indicate how meals will be provided \_\_\_\_\_

13. Outline briefly or append your itinerary

\_\_\_\_\_  
\_\_\_\_\_

Katonah-Lewisboro

4531.E.1

Field Trips Exhibit  
Field Trip Approval Form

**SIGNATURES**

Please indicate that you have reviewed the Field trip policy (4531) and Regulations (4531-R) and your plans are consistent with the policy and regulations:

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVAL:** \_\_\_\_\_  
Direct Supervisor Date

**APPROVAL:** \_\_\_\_\_  
Principal (required for overnight stay) Date

**APPROVAL:** \_\_\_\_\_  
Superintendent of Schools (required for overnight stay) Date

First Reading: November 21, 2013  
Second Reading: December 19, 2013  
Adoption: January 23, 2014