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EXTENDED FIELD TRIPS

The Franklin Public Schools recognizes that a properly planned, well-conducted and carefully supervised extended field trip may provide a mode of learning which is relevant, challenging and dynamic and which cannot be duplicated in the classroom or extracurricular setting.

Extended field trips are trips that require students to be accommodated overnight. All extended field trips will be scheduled after regular school hours, on weekends or during school vacations and shall not interfere with structured learning time

There are two types of extended field trips; school sponsored and non-school sponsored. The Superintendent or his/her designee will be responsible for determining whether a proposed extended field trip should be considered a school-sponsored trip.

School-sponsored extended field trips are trips that have been approved in advance by the Franklin School Committee in accordance with District policy. Such trips must provide a valuable educational learning experience and be consistent with and reflect district curriculum. The cost of school-sponsored extended field trips will not be the responsibility of the school district.

Non-school sponsored extended field trips are trips that are privately run and have not been approved by the School Committee.

This policy does not apply to trips required for student participation in school-related tournament competition or contests.

I. Trip Approval Process for School-Sponsored Extended Field Trips

A. Preliminary Approval

Advisors will develop a trip proposal, which must include educational benefits/objectives and their relation to Massachusetts Curriculum Frameworks and the educational value in relation to the cost. The proposal shall first be presented to the building principal and then submitted to the Superintendent for Preliminary Approval.

Preliminary approval must be granted prior to the announcement of the trip to students or parents. Preliminary approval authorizes the advisor to determine student and parent interest, to acquire cost information, and generally assess the feasibility of the trip.

B. Formal Approval

1. First Time Trips

First time trips are school-sponsored extended field trips which have not taken place previously in the District.

Upon securing preliminary approval and determination that the proposed trip is feasible, the advisor(s) shall submit a proposal to the School Committee providing the following information:

- a. Destination;
- b. Departure/expected return dates;
- c. Itinerary
- d. Summary of trip purpose and educational value in relation to cost;
- e. Trip expense, inclusive of all costs;
- f. Number of students needed to support trip;
- g. Method of transportation and insurance;
- h. Emergency plan including medical care plan.

The formal proposal with presentation must be submitted to the School Committee as a Discussion Item. After discussion, the School Committee will vote on the trip at the next scheduled meeting. Formal School Committee approval must be secured at least five (5) months before the proposed extended field trip. The School Committee must have approved the trip before any contractual arrangements are made or any trip-specific fundraising occurs.

Upon securing School Committee approval, it is incumbent upon the teacher/advisor to assure that all details, arrangements, and commitments adhere to the stipulations of this policy and regulations, the formal approval and any other District policies or regulations which may be pertinent, including but not limited to procurement requirements.

2. Recurring Trips

For those school-sponsored extended field trips that have been previously approved by the District and that have taken place in previous years, a written proposal, which is supported by the building principal and recommended by the Superintendent, shall be submitted to the School Committee at least one month prior to the date of the trip. This proposal shall include the following information:

- a. Destination;
- b. Departure/expected return dates;
- c. Itinerary;
- d. Summary of trip purpose and educational value in relation to cost;
- e. Trip expense, inclusive of all costs;
- f. Number of students needed to support trip;

- g. Method of transportation;
- h. Emergency plan including medical care plan.

The proposal can be submitted to the School Committee as an Action Item without requirement of presentation by the trip advisor(s).

II. Finances

Funds collected for school-sponsored extended field trips may be deposited into student activity accounts.

The trip Advisor(s) may use reasonable efforts to arrange for scholarships or alternative funding sources to provide an equal opportunity for students to participate who otherwise would be excluded because of financial hardship.

III. Travel Requirements

- A. All participants in school-sponsored trips shall be required to submit forms and releases signed by parents/guardians as required by the District, including but not limited to permission forms, medical releases and waivers of liability. The Advisor(s) is responsible for ensuring that all required forms are collected and given to the Superintendent or his/her designee at least one week prior to the trip.
- B. When a group of students departs on a school-sponsored trip, a list of all participating students and staff must be prepared by the Advisor(s). The list shall include the name, address, telephone number, emergency contact information and medical condition of each participant. One copy of the list shall be kept at Central Administration by the Superintendent and one copy shall accompany the Advisor(s) on the trip.
- C. Students with disabilities shall be provided full and equal opportunity for participation in school-sponsored extended field trips.
- D. The use of vans or private automobiles for school-sponsored extended field trips is prohibited. Late night or overnight trips should use commercial vendors or district transportation.
- E. The Advisor(s) must ensure that all commercial carriers used are licensed by the Federal Motor Carrier Safety Administration. ("FMCSA"). No carrier may be used for school-sponsored

extended field trips if the carrier has an FMCSA safety rating of "conditional" or "unsatisfactory." The contract with the carrier must prohibit the use of a subcontractor unless sufficient notice is given to the District to allow verification of the subcontractor's qualifications.

- F. Trip itineraries must leave enough time for drivers to rest in conformity with federal hour-of-service requirements and common sense.
- G. The District shall abide by regulations requiring it to obtain criminal offender record information ("CORP") all persons who may have direct and unmonitored contact with students during school-sponsored extended field trips, including chaperones and persons providing transportation services.
- H. If medications are to be administered during a school-sponsored Extended field trips, they shall be administered in a manner consistent with District policy.
- I. Travel agency/company(s), if used, shall provide:
 - i. Certificate of Errors and Omission Insurance, with any applicable deductible, in the amount of \$1,000,000 and liability insurance in the amount of \$1,000,000;
 - ii. Proof of bond; and
 - iii. Availability of trip cancellation insurance and travel accident insurance.
- J. Approval for travel to foreign countries is subject to cancellation by the Superintendent based upon his/her review of United States State Department advisories.

IV. Responsibilities of School-Sponsored Extended Field Trip Participants

A. Student Responsibilities

- iv. Students must be in good disciplinary standing at their school prior to the trip in order to attend;

- v. Students are expected to be knowledgeable of the rules governing student conduct. School-sponsored extended field trips are considered an extension of the classroom and all rules pertaining to school-sponsored activity must be followed.
- vi. Students who violate any school policy during an extended field trip may be disciplined, including but not limited to being sent home at the parent/guardian's expense. The District's discipline policies and procedures consistent with state and federal regulations will be followed on school-sponsored extended field trips.

B. Advisor Responsibilities

- i. Advisor(s) will review and adhere to the School-Sponsored Extended Field Trip Policy;
- ii. Advisor(s) will itemize and provide to all potential participants the costs of any extended field trip prior to the collection of any fees;
- iii. One advisor on the trip must be a teacher with professional status.
- iv. All advisor(s) must be current employees of the Franklin Public Schools at the time of the trip.
- v. Advisors must hold a pre-trip meeting or otherwise communicate with students and parents/guardians about the details of the trip.
- vi. Advisor(s) must communicate the district policies regarding student conduct to the students and parents/guardians.
- vii. Advisor(s) must establish a reasonable curfew and enforce compliance with the curfew.
- viii. Advisor(s) must adhere to state regulations regarding conflict of interest laws and the acceptance of gifts or services when participating in school-sponsored extended field trips.

C. Chaperone Responsibilities

- i. There will be an appropriate number of male and female chaperones.
- ii. Chaperones will be recommended by the advisor(s) with the approval of the administration.
- iii. Chaperones fall under the supervision of the advisor.
- iv. Chaperones are considered school volunteers and therefore are subject to a criminal reference check (CORJ) per district policy.
- v. Chaperones must attend the pre-trip meeting.
- vi. Chaperones must become familiar with and assist the advisor(s) in ensuring compliance with all school rules and curfew requirements.

V. Non-School Sponsored Extended Field Trips

Non-school sponsored extended field trips are trips that are privately run without the sponsorship or support of the school or school system and have not been approved by the School Committee.

Any staff member who wishes to solicit student interest for a non-school sponsored trip on school property or during school time must first seek the approval of the Superintendent or his/her designee, who will issue guidelines consistent with this policy. Any staff member who solicits for participation in non-school sponsored trips on school property must include in communications with parents/guardians and students a written disclaimer approved by the Superintendent that states that the trip is not sponsored by, supported by, or approved by the school district and that the school district accepts no responsibility or liability for such trips. No school time, equipment or facilities may be used to plan or organize non-school sponsored trips.

Legal References: M.G.L. c.71, section 37N

NON-SPONSORED AND UNSANCTIONED STUDENT TRAVEL

NOTICE AND WAIVER OF LIABILITY

1. I/We, _____, as parent(s) or guardian(s) hereby acknowledge my/our knowledge of and consent to the participation in a privately-organized and non-sponsored trip to _____ on _____
Location
2. _____, (said trip referred hereinafter as "**the released activity**") by _____, a minor child and student enrolled in Franklin Public Schools.
Date
3. I hereby acknowledge and agree that, despite any actual or apparent participation in **the released activity** by Franklin Public School students, teachers and/or staff members, **the released activity** has been organized as a private, non-sponsored, non-school trip or activity. I understand and acknowledge that **the released activity** is neither a part of the regular curriculum of Franklin Public Schools nor an extra-curricular activity or program of Franklin Public Schools. I understand and acknowledge that **the released activity** has been organized and will be conducted without any participation, sponsorship, financial support, review, involvement, supervision and/or approval by Franklin Public School employees, agents, servants, representatives, board members and/or officials acting on behalf of Franklin Public Schools. I understand and agree that **the released activity** has not been sanctioned by the Franklin Public School Committee as an approved student activity of Franklin Public Schools.
4. For good and valuable consideration, the sufficiency of which I/We hereby acknowledge, I/We do hereby waive, release and forever discharge **Franklin Public Schools, the Town of Franklin, and their respective employees, agents, board members, officials, servants, volunteers, and representatives (hereinafter collectively referred to as "the released parties")**, and others for whom **the released parties** may have legal responsibility, from and against any and all actions, claims, demands, causes of action, responsibility and liability for injuries, losses, or damages, including but not limited to personal injury, bodily injury, and/or property damage, which I/We may have had in the past, may now have, or may have in the future as a parent/guardian of said minor child arising in any way, directly or indirectly, from said minor child's participation in **the released activity**, and any travel related thereto.
5. Further, for good and valuable consideration, the sufficiency of which I/We hereby acknowledge, I/We do hereby waive, release and forever discharge **the released parties**, and others for whom **the released parties** may have legal responsibility, from and against any and all actions, claims, demands, causes of

action, responsibility and liability for injuries, losses, or damages, including but not limited to personal injury, bodily injury, and/or property damage, which said minor child may have had in the past, may now have, or may in the future acquire, before or after reaching the age of majority, arising in any way, directly or indirectly, from his/her participation in **the released activity** and/or any travel related thereto.

6. For good and valuable consideration, the sufficiency of which I hereby acknowledge, I/We do hereby agree to indemnify and hold harmless, including the costs of defense, **the released parties**, and others for whom **the released parties** may have legal responsibility, from and against any and all actions, claims, demands, causes of action, responsibility and liability for injuries, losses, or damages, including but not limited to personal injury, bodily injury, and/or property damage, which arise in any way, directly or indirectly, from said minor child's participation in **the released activity** and/or any travel related thereto.
7. I/We hereby acknowledge and agree that participation in **the released activity** is completely voluntary, that the minor child and I/We are free to choose to not participate in **the released activity** and that **the released activity** is unrelated to the minor child's enrollment in Franklin Public Schools. I understand that the minor child's participation in **the released activity**, and/or any travel related thereto, may involve a risk of serious personal injury, bodily injury and/or property damage. As stated in Paragraph 2 above, I/We understand and acknowledge that **the released parties** have not, do not, and will not assume any role in or responsibility for the control, instruction, monitoring and/or supervision of the trip and/or minor child while the minor child participates in **the released activity**, and/or any travel related thereto. I/We understand and acknowledge that I/We am/are consenting to the minor child's participation in **the released activity** with full knowledge of the dangers involved therewith. I/We hereby agree, on my/our own behalf and on behalf of the minor child, to expressly assume and accept any and all risks of personal injury, bodily injury and/or property damage, with full knowledge that **the released parties**, and others for whom **the released parties** may have legal responsibility, will not be liable for any such injury or damage.
8. It is hereby acknowledged and agreed that the purpose and intent of this **Notice and Waiver of Liability** is to recognize and memorialize the lack of involvement and/or control by **the released parties** in and/or over **the released activity** and, accordingly, to release said parties from any responsibility or liability for **the released activity**. Nothing contained in this **Notice and Waiver of Liability** shall in any way be interpreted or construed to create any responsibility or liability, legal or otherwise, on the part of **the released parties** for **the released activity**.

9. I/We understand and hereby acknowledge that student insurance purchased through Franklin Public Schools may not provide coverage for any claims, losses, damages, or injuries occurring during or arising from **the released activity**.

10. I/We hereby represent that I/We am/are the custodial parent(s) and/or guardian(s) of _____ and have full legal authority to execute this Notice and Waiver of Liability on behalf of the minor child, on my/our own behalf, and on behalf of my/our family as a parent and/or guardian of the minor child.

I/We hereby acknowledge that I/We have had full opportunity to read and review this Notice and Waiver of Liability and understand its contents. I/We execute this Notice and Waiver of Liability voluntarily and freely.

**THIS IS A RELEASE OF CLAIMS AND WAIVER OF LIABILITY
READ CAREFULLY BEFORE SIGNING**

Parent/Guardian: _____ Date: _____

Parent/Guardian: _____ Date: _____

Witness to Signature(s): _____ Date: _____

Printed Name of Witness: _____

BJ SCHOOL COMMITTEE LEGISLATIVE PROGRAM

BK SCHOOL COMMITTEE MEMBERSHIPS

5. I/We hereby represent that I/We am/are the custodial parent(s) and/or guardian(s) of _____ and have full legal authority to execute this Waiver and Release of Liability on behalf of the minor child, on my/our own behalf, and on behalf of my/our family as a parent and/or guardian of the minor child.

6. I/We have been advised by the Franklin Public Schools of recent and applicable travel advisories on travel for American citizens issued by the United States Department of State. We have undertaken such investigation of the effects of these travel advisories as we deem necessary. We hereby declare that the participation of the student in the released activity/trip is voluntary and undertaken with full knowledge of the risks inherent in participation in the trip.

7. I hereby agree to provide emergency contact information, medical information and insurance information regarding my child to the Franklin Public Schools as requested by Franklin Public Schools prior to my child's participation in the released activity.

I/We hereby acknowledge that I/We have had full opportunity to read and review this Waiver and Release of Liability and understand its contents. I/We execute this Waiver and Release of Liability voluntarily and freely.

**THIS IS A RELEASE OF CLAIMS AND WAIVER OF LIABILITY
READ CAREFULLY BEFORE SIGNING**

Parent/Guardian: _____ Date: _____

Parent/Guardian: _____ Date: _____

Witness to Signature(s): _____ Date: _____

Witness Print Name: _____