

NWABSD Regular Board Meeting

Tuesday, January 31, 2023 4:00 PM

District Office Boardroom, 744 Third Ave., Kotzebue, AK 99752

1.	<u>CALL TO ORDER, ROLL CALL</u>	Presenter: Margaret Hansen, President
2.	<u>MOMENT OF SILENCE</u>	Presenter: Margaret Hansen, President
3.	<u>PLEDGE OF ALLEGIANCE</u>	Presenter: Margaret Hansen, President
4.	<u>INTRODUCTION OF GUESTS/STAFF</u>	Presenter: Margaret Hansen, President
5.	<u>PUBLIC COMMENTS</u>	Presenter: Margaret Hansen, President
6.	<u>RECOGNITION AND AWARDS</u>	Presenter: Terri Walker, Superintendent
7.	<u>SUPERINTENDENT'S REPORT</u>	Presenter: Terri Walker, Superintendent
8.	<u>ADOPTION OF CONSENT AGENDA</u>	
8.A.	ADOPTION OF DECEMBER 6, 2022 MEETING MINUTES	
8.B.	NWABSD Memorandum 23-041 Approval of Revisions to BB 9260, Bylaws of the Board, Legal Protection; First Reading	
8.C.	NWABSD Memorandum 23-042 Approval of Revisions to BP 3514.1, Business and Non-Instructional Operations, Hazardous Substances; First Reading	
8.D.	NWABSD Memorandum 23-043 Approval of Revisions to BP 3530, Business and Non-Instructional Operations, Risk Management; First Reading	
8.E.	NWABSD Memorandum 23-044 Approval of Revisions to BP 3515, Business and Non-Instructional Operations, School Safety and Security; First Reading	
8.F.	NWABSD Memorandum 23-045 Adoption of New Policy, BP 3522, Business and Non-Instructional Operations, District Data Protection Program; First Reading	
8.G.	NWABSD Memorandum 23-046 Approval to Amend MOA, Cindy Lincoln	
8.H.	NWABSD Memorandum 23-047 Approval of Purchase, Perma-Bound Books	
8.I.	NWABSD Memorandum 23-048 Approval of Purchase, Brick-Loot	

8.J. NWABSD Memorandum 23-049 Approval to Amend MOA, Karen McCain

8.K. NWABSD Memorandum 23-050 Approval of Award of Contract Buckland HVAC and Delegation of Contracting Authority

8.L. NWABSD Memorandum 23-051 Approval of Superintendent Out-of-District Travel

8.M. NWABSD Memorandum 23-052 Approval of Board Meeting Changes

8.N. NWABSD Memorandum 23-053 Approval of FY24 MOA, Elisabeth Nyang - Speech/Language Pathologist

8.O. NWABSD Memorandum 23-054 Approval of FY24 MOA, Autism Partnerships – Sanford Slater

8.P. NWABSD Memorandum 23-055 Approval of FY24 MOA, Terese Kashi – School Psychologist

8.Q. NWABSD Memorandum 23-056 Approval of FY24 MOA, Method Works – Behavior and Autism Specialist

8.R. NWABSD Memorandum 23-057 Approval of FY24 MOA, Janelle Coop – Speech/Language Pathologist

8.S. NWABSD Memorandum 23-058 Approval of FY24 MOA, Barnett Physical Therapy

8.T. NWABSD Memorandum 23-059 Approval of FY24 MOA, Kassie Bailey – Bespoke Speech/Language Pathologist

8.U. NWABSD Memorandum 23-060 Approval of FY23 Operating Fund Budget Revision #2

8.V. NWABSD Memorandum 23-061 Approval of Increase to District's Temporary Hire Rate

8.W. NWABSD Memorandum 23-062 Approval of Job Description, Principal of Home School

8.X. NWABSD Memorandum 23-063 Approval of Job Description, Assistant Director of Curriculum

8.Y. NWABSD Memorandum 23-064 Approval of Job Name Change, Bilingual Instructor to Inupiaq Instructor

8.Z. NWABSD Memorandum 23-065 Approval of Indian Policy and Procedures

8.AA. NWABSD Memorandum 23-066 Approval of

Resolution 23-002 Support of Legislative Requests

8.BB. NWABSD Memorandum 23-067 Approval of Human Resources

8.CC. NWABSD Memorandum 23-068 Approval of Remote Learning (as needed) at Kising?iugtuq School

8.DD. NWABSD Memorandum 23-069 Approval of 2023-2026 Superintendent Contract

8.EE. NWABSD Memorandum 23-070 Approval of MOA, Rescon

9. EXECUTIVE SESSION

10. COMMUNICATIONS AND ITEMS INTRODUCED BY BOARD MEMBERS

11. DATE, TIME, AND LOCATION OF NEXT MEEETING

12. ADJOURNMENT

13. SCHOOL PRESENTATIONS

Presenter: Ambler School and June Nelson Elementary School

MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: January 25, 2023

FR: Office of the Superintendent

SUBJECT: X. Superintendent's Report

ATTENDANCE:

The district's attendance rate for the first week of school from 8/9/22 to 12/21/22 is 78.46%. The last report was in November, and the attendance was 80.32%. Our overall attendance continues to drop. Deering is our high at 86%, followed by Buckland and Ambler with 83%. Below are examples of site attendance plans. We will continue to work to refine them.

Students with perfect attendance are recognized at awards assemblies and are given treat from the principal. The principal makes contact with parents of students who are frequently absent to check in with them. We also enforce our gym list; students who are absent are not able to go to gym. During Tuesday's ASC meeting we will discuss other incentives that we can provide for students and families.

we are celebrating good attendance with a party at the end of each quarter. All students with at least 95% attendance are invited as honored guests to an ice cream party or a movie night.

monthly recognition for students with 95% or above, attendance awards at our awards assembly each semester, and individual classroom incentives.

- 1. Elders Committee and parents during monthly meetings, door to door house visits, and vhf, and phone calls, to drive students attendance up.*
- 2. counseling sessions for students Attendance weekly to see what type of services we can help assist with them.*
- 3. USE OPEN GYM a lot after school clubs, and activities visit with our students with listening, support and continuing to build relationships to get them to their work place.*
- 4. reinforce those attendance calling parents and Elders by thanking them.*

Here are a few things the student body, Staff and Parents have come up with:

- *Movie Night/Open Gym (Elementary Secondary)*
- *Random Drawings*
 - *Free books, gift certificates, etc.—it's a lot more*
- *Random Recognition*
 - *Free books, gift certificates, announcements on VHF, postcards in mail.*
 - *Attendance*
 - *1 x weekly recognition (Slushy, snacks, extra gym, etc.)*
 - *School-wide Tardy Target participation in 3 on 3 basketball at the end of each quarter*
 - *90 % Parents Attendance*
 - *Classroom vs Classroom Attendance (Popcorn/drinks-kool-aid, etc)*
 - *Family movie night once a month. —(September and December 2017 watch Disney movies.)*
 - *Daily Inupiaq word of the Day and pledge by a student/s.*
 - *Elders Day- Wednesdays over VHF reading a culture story.*
 - *Community Sewing Day/Nights-Tuesday nights 7-9pm.*
 - *ASC /Parents/Elders visits in classrooms-once a week.*
 - *Cultural/Feast days: once a month with community members. (August/September berry picking and fishing, caribou; October Seal and caribou and Halloween party and community city basketball games. .)*
 - *Community-Engagement Thanksgiving Feast November*
 - *Community-Engagement Holiday Feast/Book Fair December*

- *Parent or Parents of the week/month for best attendance, and their children 90% of weekly and monthly attendance.*
- *Awards Assembly each quarter 1,2,3,4*
- *Attendance awards @ midterms, too.*
- *Award kids who are not “excused” with movie, ice cream, slushy, etc.*
- *Calling parents with good news – 3-5 parents per week.*
- *Visit houses to deliver good news/report cards and progress reports.*
- *Attendance tickets every morning with drawing at the end of quarter.*
- *Daily awards for kids who are on time to work.*
- *Award classes with highest weekly attendance gets popcorn and etc.*
- *Luncheons for quarterly attendance with invitations, including parents;*
- *Recognizing students and their parents at sporting events.*
- *Daily Intermittent Celebrations for almost anything.*
- *Dodge Ball games: parents vs students; parents vs staff; students vs staff.*
- *Basketball games: staff vs students; moms vs girls; dads/uncles vs. boys; city league vs city leagues.*
- *March and April Community-wide Hot Spring Trip with Search and Rescue.*
- *School-wide motivation system to reward good behavior*
 - *Tied into classroom motivation plans (as school year progress, harder to earn eagle dollars)*
 - *Movie Night/Open Gym (Secondary)*
 - *Random Drawings and recognitions*
 - *Free books, gift certificates, announcements on VHF, postcards in mail.*
 - *Attendance*
 - *1 x weekly recognition (Slushy, extra gym, etc.)*
 - *School-wide Tardy Target participation in 3 on 3 basketball at the end of each semester*
 - *Parent participation Target 1xwk recognition developed with ASC and staff*
 - *Staff with 95% attendance or better each month –raffle for incentive award*
 - *Staff helps choose incentives (example: Dinner for Kotz, 5 gallons of gas/stove oil etc..)*
 - *Principal’s time clock club- School-wide (Danielson 2c)*

We greet them every morning at the front and thank them for being here at school.

We call their homes every day that students are absent.

When they return after being absent, we make a special note to welcome them back and let them know we missed them.

And once a month when students have a 95% attendance or better, they qualify for a movie night.

1. *Leading by example with all team members being present regularly*
2. *Showing how consistency builds character and overall success dealing with any project and/or duty*
3. *Offering incentives that include after school activities that are only available for students that are here during the school day*

- *weekly school incentives*
- *quarterly awards*
- *daily/ weekly calls to home*

- *We have open gym for kids on the weekends and only those who were in school are invited to attend.*
- *We are doing attendance letters the correct way this semester 😊*
- *Teachers are making contact with parents*
- *Perfect attendance awards*

Recognition and Rewards for Attendance, Behavior, and Academics. A drawing in each class allows that student to receive a random item from Surprise Box: A box with small party favors, candy, and other odd items.

On Fridays we have fun afternoons where students can have more cultural events, gym time, play games, learn musical instruments, create art, read, listen to music, etc. etc. Students not in good standing do not participate in this.

1. *offering incentives (i.e. gift cards, pizza party, free sporting event entrance fee...etc.)*
2. *creating an environment of mutual respect and trust*
3. *giving special awards*
4. *sponsoring dances (Valentine's Day)*
5. *providing extra gym time*

we are increasing our attendance rates by the following:

- *Weekly celebrations for classes that have met their class attendance goals*
- *Monthly celebrations for individuals who have met 95% attendance (January's celebration is a pizza party where students will get to make their own individual pizzas)*
- *Quarterly attendance parties (we will have a lock-in for qtr. 3 attendance) Individuals that have met our district goal will be able to attend*

we are offering transportation to and from school (via our running busses), which greatly impacts our attendance. We also tie our open gym/gym night activities to our attendance, which (if attendance drops below 75%, there is NO open gym). On a positive note, we acknowledge attendance throughout the week with a snack on Friday (popcorn and eventually slushies) for students who were in school every day that week.

ENROLLMENT: Current enrollment as of January 9, 2023

K-12's current enrollment is 1885, an increase of 2 students since the last report in September. PreK – 12 enrollment is 1964. PreK students are back in school at all sites except for two. We continue to work to get students enrolled.

NWALT Summit, December 12/13 in Anchorage at the NANA 909 building. Guests include

- the governor's cabinet,
- state house and senate

NWALT staff presented an overview of NWALT. Then each organization gave an overview of their organization and priority.

- Maniilaq - Maniilaq Crisis Center
- NWABSD - Alaska Technical Center Family Housing
- NWAB - Cape Blossom Port
- NANA - Protect and Advance Alaska's Unique Indigenous Model of Self-Determination that includes Alaska Native Corporations and Tribes

See attached NWALT Brochure with information.

Site Visits

- Ambler/Shungnak/Kobuk – Week of January 9, 2023

We continue to witness staff, students, and the community working together to create a positive learning environment full of academics and culture. In Shungnak, a mix of culture and academics is about half and half. Students skinned and sectioned caribou, plucked ptarmigan, skinned a wolf, made doughnuts, and focused on academics. In Ambler, we were greeted by the friendly group of students, staff, and community members. Caribou soup, muktuk, and moose chili warmed our stomachs. The Inupiaq Instructors are excelling in their use of the language, as the language was the only language spoken during my walkthrough. At all three sites, teachers were focused intently on academics. I met with each community to present an overview of the new science curriculum. It was well received by all communities.

Terri Walker,
Superintendent

OVERVIEW

Critical Focus Areas:

- Iñupiaq language & culture
- Healthy communities & wellness
- Education & workforce development
- Economic development
- Infrastructure & basic services

Did You Know?

The NWALT organizations provide services to 7,800 people and the 11 communities spread across 38,000 square miles (about the size of Indiana) in the Northwest Arctic Borough, the second largest borough in Alaska. In addition to these 11 communities, Maniilaq Association provides health care services to Point Hope residents and NANA provides benefits to shareholders located throughout the state, nation and around the globe.



Northwest Arctic Leadership Team

The Northwest Arctic Leadership Team (NWALT) is a partnership between Maniilaq Association, NANA Regional Corporation, the Northwest Arctic Borough and the Northwest Arctic Borough School District. NWALT maximizes resources, reduces duplication of efforts and advocates to address issues affecting the people of northwest Alaska while honoring and perpetuating our Iñupiat cultural heritage.

Success Through Partnership

NWALT partners with policy makers, the State of Alaska, the federal government and private entities to meet the needs of northwest Alaska. Over the years NWALT partnered to achieve both funding and policy changes needed to move the region Alaska forward. NWALT and its partners successfully secured:

- Completion funds for the Utuqqanaat Inaat Elder Care Wing at Maniilaq Health Center
- Initial funding for the Kivalina Access and Evacuation Road
- Stage I and II funding for the Cape Blossom Road
- Funding for Public Safety Facilities

Northwest Alaska Demographics at a Glance:

- 80% of the population is Iñupiaq
- 35.6% of the population is under the age of 18, compared to the national average of 22.3%
- 286 residents are veterans
- The average household size is 4.76 people, compared to the national average of 2.6
- As of February 2022, the unemployment rate of the Northwest Arctic Borough is 10.8%, compared to the state unemployment rate of 5.2% and federal unemployment rate of 3.8%
- 18.5% of residents fall below the federal poverty level, compared to the national rate of 11.4%

NWALT Contact Information

(907) 442-8148
nwarcticleadershipteam.com

MEMBER ORGANIZATIONS



Northwest Arctic Borough (NAB) nwabor.org | (907) 442-2500 or (800) 478-1110

Nathan Hadley, Jr., Assembly President | **Dickie Moto**, Mayor

The Northwest Arctic Borough (NAB) was formed in June 1986 as a home rule borough and the local political sub-division of the State of Alaska. With approximately 36,000 square miles of land, NAB is the second largest borough in the state and is roughly the size of the state of Indiana. NAB serves 7,500 residents, 81.1% of which are Iñupiat. NAB's mission is to improve the quality of life for all residents. Product and service delivery is accomplished through the three main departments of planning, public services and economic development. NAB currently has an 11-member assembly and a 27-member staff. The annual general fund appropriation is roughly \$12.5 million and from that, \$1.8 million supports education and \$6 million is appropriated for payment of bond debt. NAB received an additional \$21.9 million in the special revenue fund and capital improvement projects and appropriations.



NANA Regional Corporation, Inc. (NANA) nana.com | (907) 442-3301 or (800) 478-3301

Ely Cyrus, Board Chair | **John Lincoln**, President/CEO

NANA Regional Corporation, Inc. (NANA) is one of 13 regional Alaska Native Corporations (ANCs) created pursuant to the Alaska Native Land Claims Settlement Act (ANCSA) of 1971. NANA's mission is to provide economic opportunities for its more than 15,000 Iñupiat shareholders, to protect and enhance NANA lands and to promote healthy communities. NANA is governed by an elected 23-member board as well as an Elder advisor. This board composition ensures that every decision and board action benefits shareholders. NANA manages 2.2 million acres of land to the benefit of its shareholders and its lands encompass 11 communities: Ambler, Buckland, Deering, Kiana, Kivalina, Kotzebue, Kobuk, Noatak, Noorvik, Selawik and Shungnak. The NANA region shares the same borders as the Northwest Arctic Borough.



Maniilaq Association maniilaq.org | (907) 442-3311 or (800) 478-3312

Eva Kinneeveauk, Board Chair | **Tim Gilbert**, President/CEO

Maniilaq Association is a 501(c)(3) tribal non-profit organization who for over 40 years, has provided high-quality and culturally relevant health, tribal, and social services to over 8,000 residents. Maniilaq represents twelve federally recognized tribes in the Maniilaq Service Area, which includes the Northwest Arctic Borough and Point Hope. As the sole healthcare provider, Maniilaq manages a critical access hospital in Kotzebue, Alaska, as well as 11 village clinics. With approximately 550 in its workforce, Maniilaq is also the largest employer in the region. Maniilaq is committed to achieving its Vision: healthy people, thriving communities.



Northwest Arctic Borough School District (NWABSD) nwarctic.org | (907) 442-1800

Margaret Hansen, President, NWABSD Board of Education | **Terri Walker**, Superintendent

Serving a growing population of more than 2,000 children in northwest Alaska, the Northwest Arctic Borough School District (NWABSD) employs approximately 180 teachers in the borough's 11 villages. Connected by rivers and air routes, but no roads, the villages typically are home to a subsistence lifestyle built on hunting and fishing. By supporting both Iñupiat and western standards of success in classrooms, the NWABSD prepares students to take an active role in this quickly changing corner of the Last Frontier.

2023 REGIONAL PRIORITIES



Alaska Technical Center Family Housing

Project Lead:

Northwest Arctic Borough School District | Terri Walker, Superintendent | (907) 442-1800 | twalker@nwarctic.org

Funding Needed: \$5,960,732

Funding is needed to construct family housing for adult students with families so that they can participate in Alaska Technical Training (ATC) training programs which are available to all Alaska residents. Families are unable to secure housing due to unavailability and affordability in the local housing market. Lack of adequate housing is an obstacle for individuals who wish to complete training in order to prepare themselves for the job market to support themselves and their families. Potential trainees are subsequently forced to postpone or cancel scheduled training plans. The 6-plex would provide 2-and 3-bedroom units that will allow more adults with families to participate in the programs and learn job skills that will provide better opportunities to provide for their families. The units will be furnished so people can easily come to Kotzebue for training.



Maniilaq Behavioral Health Crisis Center

Project Lead:

Maniilaq Association | Tim Gilbert, President and CEO | (907) 442-3311 | tim.gilbert@maniilaq.org

Funding Needed: \$2,000,000

NWALT aims to ensure residents of the Northwest Arctic have access to services necessary to live a safe and healthy life. Our region currently lacks a facility to stabilize people experiencing a mental health crisis or extreme intoxication. Maniilaq seeks \$1.5 million to purchase modular units to build a 24/7 crisis stabilization and sobering center on an existing Maniilaq-owned lot, along with \$500,000 to pay staffing costs for the first year of operations. At this facility, Maniilaq Behavioral Health will provide immediate sobering capabilities to intoxicated individuals, stabilize individuals in mental and behavioral health crisis, and provide transitional residential care to individuals that need anything from a couple hours of care to several days of stabilization. This program can be financially sustainable through behavioral health service lines and has garnered high interest from the state, the Alaska Mental Health Trust, and our community partners. While psychiatric hospitalization outside our region is necessary in some cases, many of recipients of crisis stabilization and sobering services could be stabilized here, in region, with the introduction of short-term crisis stabilization or hospital diversion. This crisis center would be designed to reduce the strain of caring for psychiatric patients in hospital, both through reduced costs incurred to care for these patients and the costs associated with medical provider time.

2023 REGIONAL PRIORITIES *(Continued)*



Cape Blossom Port Site Planning Project

Project Lead:

City of Kotzebue | Chelsea Sieh, Acting City Manager | (907) 442-5101 | csieh@kotzebue.org

Funding Needed: \$9,037,000

The Cape Blossom Port Site Planning Project (project) is a durable infrastructure investment in a regional port. This funding request is for the development phase which includes planning, feasibility analysis, revenue forecasting, environmental review, permitting, and preliminary engineering and design work. When built, the port will eliminate the expense of barge lighterage services and reduce the overall cost of transporting goods and services to Northwest Arctic Borough (NAB) communities. The City of Kotzebue will work closely with the U.S. Department of Transportation, Alaska Department of Transportation and Public Facilities, U.S. Coast Guard, U.S. Army Corps of Engineers, and National Guard, which will affect planning activities of this project. The project will be advanced by the Alaska Department of Transportation's year-two progress on an 11.2-mile Cape Blossom Road, which leads to the future port site at Cape Blossom. Local and Regional partners, including the Native Village of Kotzebue, the NAB, and NANA have shared meaningful resources to support with the City for planning activities that will have significant local and regional impact.



Protect and Advance Alaska's Unique Indigenous Model of Self-Determination that includes Alaska Native Corporations and Tribes

Project Lead:

NANA | John Lincoln | President and CEO | (907) 442-3301 | john.lincoln@nana.com

Alaska's unique model of indigenous self-determination involves a constellation of organizations, including but not limited to federally recognized Tribes, Tribal consortia, and Alaska Native Corporations, that work together to serve, represent, and advance the interests of Alaska Native peoples. Alaska Native Tribes are sovereign governments with solemn responsibilities to provide for the welfare of their citizens. Alaska Native Corporations ("ANCs"), formed as a result of the Alaska Native Claims Settlement Act of 1971 ("ANCSA"), hold title to Alaska Native ancestral homelands and provide for the social, cultural, and economic well-being of shareholders. In most instances, Tribes and their consortia and ANCs serve the same constituencies. The legal and political framework of Alaska is different than in the continental United States, and great care and attention must be paid to ensure law, policy, and opportunities to advance indigenous peoples does not leave Alaska Natives out because of our unique model of self-determination. For example, the Indian Self-Determination and Education Act of 1975 (ISDEAA) defines an "Indian Tribe" to include both Tribes and ANCs for purposes of accessing federal programs through ISDEAA, because omitting one or the other would leave a significant number of Alaska Native people without vital services such as healthcare. NWALT supports maintaining access to funding and other opportunities to benefit Alaska Native peoples, within the framework of the Iñupiat Values of "Family Roles," "Cooperation" and "Responsibility to Tribe."

**UNADOPTED MINUTES
OF THE NORTHWEST ARCTIC BOROUGH SCHOOL DISTRICT**

Mission: "To provide a learning environment that inspires and challenges students and employees to excel."
Vision: "To graduate all students with the knowledge, skills, and attitudes necessary for a successful future."

President, Margaret Hansen, called the 418 TH regular meeting of the Northwest Arctic Borough School District Board of Education to order at 4:03 p.m. on Tuesday, December 6, 2022. <i>The meeting was held virtually on Microsoft Teams.</i>	CALL TO ORDER
Board Members present were: Margaret Hansen Marie Greene Millie Hawley Shannon Melton Carol Schaeffer Tillie Ticket Alice Adams Cindy Fields Lawrence Jones, Sr. Brad Reich Colt Ticket Katelyn Piper Anthony Lambert Board Member absent and excused was: Joanne Harris	ROLL CALL
A quorum was present.	
Observed.	MOMENT OF SILENCE
Those present participated in the Pledge of Allegiance.	PLEDGE OF ALLEGIANCE
Staff present: Terri Walker-Superintendent, Scott Lefebvre-Assistant Superintendent, Amy Eakin-Director of Technology; Dana Orton-Director of Curriculum/Instruction, Joy Cogburn-Smith-Director of State/Federal Programs, Kathy Christy-Capital Projects Manager, Deering students, Kiana students, Shungnak Staff, Roger Franklin-Shungnak Principal, Brenda Noe- Deering Principal, James Stewart- Kiana Principal and Jazmine Camp-Secretary to the Superintendent and Board.	INTRODUCTION OF STAFF/GUESTS
Kiana students talk about MS/HS students reading to primary students once a week for half an hour.	SCHOOL PRESENTATION
Deering primary students introduce themselves, recite the pledge of allegiance and sing 'You are my Sunshine' all in sign language.	
No public comment was given.	PUBLIC COMMENTS
The December 2022 Employee of the Month awardees that were recognized: Ashley Barr, Intensive Special Education Aide at Deering School, 3 years Mhadelle Lugod, Math/Science MS/HS Teacher at Shungnak School, 2 years Paul Woods, Assistant Director of Technology and Network Administration for the District, 10 years	RECOGNITION AND AWARDS
Superintendent Terri Walker presented her report.	SUPERINTENDENT'S REPORT

Millie Hawley moved to approve the consent agenda. Seconded by Tillie Ticket. Motion passed unanimously by voice-vote.

ADOPTION OF CONSENT AGENDA

Board meeting minutes require Board adoption. The NWABSD Board of Education held a regular meeting on September 21, 2022, and special meetings on October 13, 2022 and November 3, 2022. The administration recommended the Board adopt the minutes as presented.

APPROVAL OF MINUTES

Board policy revisions require Board approval. At issue is to approve, at the second reading, the proposed revisions to Board Policy (BP) 3450, Business and Noninstructional Operations, Money in School Buildings. The Superintendent/designee presents drafts or suggestions for board policy revisions when changes in law occur or when specific need occurs. Policy revisions shall normally be given two readings prior to adoption by the Board. This is the second reading of the proposed revisions to BP 3450, Business and Noninstructional Operations, Money in School Buildings. This is on the AASB's 2021 list for revisions, and revisions require Board Adoption. At the June 2022 Board Meeting, the Board approved the first reading and opened for public comments. At the August 2022 Board Meeting, it was discovered that the incorrect version was given to the public for public and it was decided to reopen for public comment. To this date no public comment has been given.

APPROVAL OF PROPOSED REVISIONS TO BP 3450, BUSINESS AND NONINSTRUCTIONAL OPERATIONS, MONEY IN SCHOOL BUILDINGS; SECOND READING

Board policy revisions require Board approval. At issue is to approve, at the second reading, the proposed revisions to Board Policy (BP) 3300, Business and Noninstructional Operations, Expenditure/Expending Authority. The Superintendent/designee presents drafts or suggestions for board policy revisions when changes in law occur or when specific need occurs. Policy revisions shall normally be given two readings prior to adoption by the Board. This is the second reading of the proposed revisions to BP 3300, Business and Noninstructional Operations, Expenditure/Expending Authority. This is on the AASB's 2021 list for revisions, and revisions require Board Adoption. At the June 2022 Board Meeting, the Board approved the first reading and opened it for public comments. At the August 2022 Board Meeting, it was discovered that the incorrect version was given to the public for public and it was decided to reopen for public comment. To this date no public comment has been given.

APPROVAL OF REVISIONS TO BP 3300, BUSINESS AND NONINSTRUCTIONAL OPERATIONS, EXPENDITURE/EXPENDING AUTHORITY; SECOND READING

Board approval is required for purchases exceeding \$50,000. At issue is to approve the purchase from Intellitech for a total amount not to exceed \$113,665.00, to renew all Meraki network licensing across the District for December 2022 to December 2025. Meraki provides a single place to manage thousands of devices across the NWABSD region. Staff easily configure phones, WiFi networks and setup virtual networks through this one web dashboard. This includes the ability to troubleshoot connectivity issues, run reports, or find a device's location in NWABSD buildings. Meraki's platform allows NWABSD Technology staff to deploy firmware and security patches to all WiFi access points and network switches with the push of a button or on a schedule. Cisco Meraki provides high levels of security and is fully compliant with all major security standards and regulations. This licensing allows the District to keep the network up to date against threats internal and external. Northwest Arctic Borough School District relies on technology as a core part of our curriculum and services we provide to staff and students. This would not be possible without a solid network backbone. Funding is available and budgeted in the Elementary and Secondary School Emergency Relief (ESSER) II and general funds.

APPROVAL OF PURCHASE, INTELLITECH

Board approval is required for purchases that exceed \$50,000. At issue is the Board's approval of the purchases of migrant education student services winter clothing from Big Ray's Anchorage for an amount not to exceed \$175,000. Migrant student clothing orders are being finalized and purchased by site according to orders received from parents. The total purchase cost will not exceed \$175,000 as budgeted. These items were fully budgeted for and approved by the Alaska Department of Education as part of NWABSD's Migrant Title 1-C application.

APPROVAL OF PURCHASE, BIG RAY'S

Board approval is required for contracts that exceed \$50,000. At issue is the Board's Approval to amend the Memorandum of Agreement (MOA) with Karen McCain of McCain Services for a total amount not to exceed \$88,479.28. Karen McCain of McCain Services serves as Project Evaluator for the District's Federal Grants. In addition to finding grant opportunities and assisting the district in writing grant proposals, her duties include evaluation and oversight of existing federal grant projects, data entry, and completion of all required Federal Performance Reports. The amended MOA, which includes travel, is for a total of \$88,479.28

APPROVAL TO AMEND
MOA, KAREN MCCAIN

Board approval is required for contracts that exceed \$50,000. At issue is the Board's approval of the Addendum to Memorandum of Agreement (MOA) with More Than Words LLC (E.Nyang) to provide additional Speech Pathology services include new referrals and 3-5 year old services. More Than Words LLC, Elisabeth Nyang, MA CCC-SLP is a Speech/Language Pathologist who provides oversight, direct, and indirect services, in the form of evaluations and direct therapy, for children 0-21 primarily located in villages. She is an experienced therapist who has a history of working effectively with staff and students in the special services program. She will provide direct service, consultations, and oversee and conduct speech/language evaluations. This contract will provide the opportunity to assist the district in providing services as to improve educational advantages for students in the district. The MOA Addendum, which includes travel, is for \$20,000 and the total MOA will not exceed \$110,000. This is paid for by a special education grant fund.

APPROVAL TO AMEND
MOA, MORE THAN WORDS
LLC

Board approval is required for school year calendars. At issue is the Board's approval of the School Calendars for school years; 2023-24, 2024-25, and 2025-26. Several options for 3-year school calendars were presented to Directors and from those two options were created for presentation to ASC and staff. The Board approved Option 1.

APPROVAL OF SCHOOL
CALENDAR

Board approval is required for the creation of a new job description. At issue is the Board's approval of all new job descriptions. If NWABSD has the opportunity to hire a K-12 School Psychologist Intern, these inhouse services would help increase the accuracy and efficiency of the evaluation and screening process for special education referrals and three-year evaluations that must be done as part of the Evaluation Summary and Eligibility Review (ESER) process. This teacher position will provide the opportunity to assist the district in providing services to improve educational advantages for students in the district.

APPROVAL OF JOB
DESCRIPTION, K-12
SCHOOL PSYCHOLOGIST
INTERN

Allocation of funding to major capital projects and award of contracts over \$50,000 require approval of the Board. Additional funding and approval of a design contract are required to continue the planning and design of the Deering K-12 Replacement School project. In June 2021 the Regional School Board approved \$125,000 to support the planning and design of Deering School Improvements. Burkhart Croft Architects, the District's term contract architect, supported the District in developing the September 1, 2022 application to the Department of Education and Early Development (DEED) for the Deering K-12 Replacement School. This application was submitted with a concept design for a replacement school on a new site located on a non-specific site along the planned airport road. This project was ranked third on the DEED initial School Construction list. However, the Department adjusted the project scope to a renovation and addition project on the existing site. At the concept phase it was not possible to provide the detailed life cycle cost analysis (LCCA) the Department requires to support a replacement school project. The project needs further development for next year's application. This timeline works to the project's advantage. The potential for funding for Deering this fiscal year is very low because of the high cost of the two projects ranked above Deering. In addition, the replacement school cannot be constructed until the airport access road is completed. The Administration recommends continued planning and design efforts for the Deering Replacement project. This would include working with the Deering Community to complete the schematic design for a new school. Approximately \$57,000 remains of the original allocation. An additional allocation of \$85,000 is required to support the continued development of the Deering project and FY 25 DEED grant application. The planning and design costs are reimbursable expenses and can be applied to the local share of costs when the project is funded in the future. It is recommended that the Superintendent be delegated authority to contract with Burkhart Croft Architects for further

APPROVAL OF BUDGET
AND CONTRACT AWARD
DEERING REPLACEMENT
SCHOOL DESIGN

development of the Deering Replacement School within the project budget. BCA has performed well, has a good understanding of the project, and has successfully designed other replacement schools for the District. The Joint Construction and Maintenance Committee concurrence with this allocation and award of contract will be requested at their December meeting.

Each month various Human Resources actions occur which require Board action or cognizance. At issue is the approval of Human Resources actions. On a monthly basis the administration recommends Board approval of new certified/classified hires, position reclassifications, and new or revised job descriptions. In addition, the administration informs the Board of resignations, transfers, and terminations throughout the district. The Human Resources action item for Board approval of the certified new hires District Office, June Nelson Elementary School, Kiana, Kotzebue Middle/High School, Selawik, Noatak; classified new hires ATC, Deering, District Office, Kivalina, June Nelson Elementary School, Kotzebue Middle/High School; classified rehires ATC. Human Resources non action items are classified resignation from District Office; certified resignations from District Office, Kotzebue Middle/High School, Noatak; classified transfers at June Nelson Elementary; certified transfer requests Selawik to June Nelson Elementary School, June Nelson Elementary School, Buckland to Noorvik.

Superintendent's out-of-District travel and personal leave require Board approval. At issue is to approve the Superintendent's request for out-of-district travel and personal leave as presented. The Superintendent's request for out-of-district travel includes NWABSD Principal Retreat on January 26-27, 2023 in Anchorage, AK and ACSA Legislative Fly-in on February 25-March 1, 2023 in Juneau, AK.

None.

Marie Greene expressed her gratitude and appreciation to Margaret Hansen and Joanne Harris for participating in the AASB Resolution Committee meeting on behalf of the AASB Board of Directors. Marie Greene also wanted to acknowledge the students that attended the AASB Youth Leadership Institute and their parents and their teachers. Marie acknowledged Roger Franklin for all his hard work. She wished the staff happy holidays.

Carol Schaeffer thanked administration for the Advisory School Council training.

Tillie Ticket gave a shout out to all the staff for their hard work and wished everyone happy holidays. Tillie also extended an invitation for the Board to have their next Regular meeting in Selawik.

Alice Adams thanked the Superintendent and Directors for the Strategic Plan presentation. Alice wished everyone happy holidays.

Margaret Hansen gave appreciation for the Advisory School Council training. Margaret congratulated Marie Greene for being the next AASB Board of Directors President.

The next regular Board meeting of the NWABSD Board of Education will be held on January 25, 2023, at 4:00 p.m. in Selawik, AK.

Millie Hawley moved to adjourn the meeting, seconded by Alice Adams.

Motion passed with unanimous consent. The meeting adjourned at 4:49 pm.

Tillie Ticket, Secretary

Jazmine Camp, Recording Secretary

APPROVAL OF HUMAN RESOURCES

APPROVAL OF SUPERINTENDENT OUT-OF-DISTRICT TRAVEL

EXECUTIVE SESSION

BOARD COMMENTS

DATE/TIME OF NEXT BOARD MEETING

ADJOURNMENT

MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: January 25, 2023

NUMBER: 23-041

FR: Office of the Superintendent

SUBJECT: Approval of Proposed
Revisions to BB 9260,
Bylaws of the Board, Legal
Protection; First Reading

STRATEGIC PLAN/BOARD GOAL:

Improve Stakeholder Communication.

ABSTRACT:

Board policy revisions require Board approval.

ISSUE:

At issue is to approve the first reading of the proposed revisions to Board Bylaw (BB) 9260, Bylaws of the Board, Legal Protection and open for public comments.

BACKGROUND AND/OR PERTINENT INFORMATION:

The Superintendent/designee presents drafts or suggestions for board policy revisions when changes in law occur or when specific need occurs. Policy revisions shall normally be given two readings prior to adoption by the Board. This is the first reading of the proposed revisions to BB 9260, Bylaws of the Board, Legal Protection. This is on the AASB's 2022 list for revisions, and revisions require Board adoption. *Proposed changes are:* This bylaw has been revised to remove references to the No Child Left Behind Act and provide proper references to the Every Student Succeeds Act.

The Board Policy Committee reviewed the proposed changes, recommends approval and to open for public comments.

ALTERNATIVES:

1. Approve the first reading to the proposed revisions to BB 9260, Bylaws of the Board, Legal Protection as presented and open for public comments;
2. Do not approve first reading to the proposed revisions to BB 9260 as presented;
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends the Board approve the first reading to the proposed revisions to BB 9260, Bylaws of the Board, Legal Protection as presented and open for public comments.

BB 9260 LEGAL PROTECTION

Note: For all districts, Sections 8551-8558 of the Every Student Succeeds Act are designed to provide teachers, principals and other school professionals, including board members, the tools they need to undertake reasonable actions to maintain order, discipline and an appropriate educational environment. Section 8556 limits the liability of a school employee or official for acts or omissions when he/she is acting within the scope of employment or district responsibilities and his/her actions were in conformity with federal, state and local laws in an effort to control, discipline, expel or suspend, or maintain order or control in the classroom or school.

Limitations on liability do not apply when the officer or employee: (1) acted with willful or criminal misconduct, gross negligence, recklessness or a conscious or flagrant indifference to the harmed student's right to safety; (2) caused harm by operating a motor vehicle; (3) violated a federal or state civil right law (e.g., sexual harassment, discrimination, IDEA claims); (4) was convicted of a sexual offense, crime of violence or act of terrorism; or (5) was under the influence of alcohol or drugs.

If a civil action is brought against the employee or officer, and the laws' conditions are satisfied, Sections 8556 and 8557 limit the amount of the employee's/officer's liability to a formula based on the percentage of responsibility for the harm, and also limits punitive damages.

The School Board shall provide insurance necessary to protect Board members, officers, and employees from any judgment resulting from suits brought against them alleging their liability while acting within the scope of their employment and/or under the direction of the Board. The insurance shall cover claims in such matters as civil rights actions, negligence, or other act resulting in accidental injury to any person or property damage in or out of the school buildings

(cf. 3530 - Risk Management)

Legal Reference:

ALASKA STATUTES

14.12.115 Indemnification

Every Student Succeeds Act, §§ 8551-8558 (P.L. 114-95)

Adoption Date: May 23, 1995

Revised:

Northwest Arctic Borough School District

MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: January 25, 2023

NUMBER: 23-042

FR: Office of the Superintendent

SUBJECT: Approval of Proposed
Revisions to BP 3514.1
Business and Non-
Instructional Operations,
Hazardous Substances;
First Reading

STRATEGIC PLAN/BOARD GOAL:

Improve Stakeholder Communication.

ABSTRACT:

Board policy revisions require Board approval.

ISSUE:

At issue is to approve the first reading of the proposed revisions to Board Policy (BP) 3514.1 Business and Non-Instructional Operations, Hazardous Substances and open for public comments.

BACKGROUND AND/OR PERTINENT INFORMATION:

The Superintendent/designee presents drafts or suggestions for board policy revisions when changes in law occur or when specific need occurs. Policy revisions shall normally be given two readings prior to adoption by the Board. This is the first reading of the proposed revisions to BP 3514.1 Business and Non-Instructional Operations, Hazardous Substances. This is on the AASB's 2022 list for revisions, and revisions require Board adoption. *Proposed changes are:* This update clarifies Board and Superintendent roles in the management of hazardous substances.

The Board Policy Committee reviewed the proposed changes, recommends approval and to open for public comments.

ALTERNATIVES:

1. Approve the first reading to the proposed revisions to BP 3514.1 Business and Non-Instructional Operations, Hazardous Substances as presented and open for public comments;
2. Do not approve first reading to the proposed revisions to BP 3514.1 as presented;
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends the Board approve the first reading to the proposed revisions to BP 3514.1 Business and Non-Instructional Operations, Hazardous Substances as presented and open for public comments.

BP 3514.1 HAZARDOUS SUBSTANCES AND PESTICIDES

Hazardous Substances

The School Board recognizes that the daily operations of our schools entail the use of potentially hazardous substances. The Superintendent or designee shall ensure that hazardous substances are inventoried, used, stored, and regularly disposed of in a safe and legal manner.

Commented [JC1]: Develop an AR for this procedure (ex. Art/Science class supplies)

Teachers shall instruct students as to the importance of proper handling, storage, disposal, and protection with regard to all potentially hazardous substances within the classroom and other instructional areas.

The Superintendent or designee shall develop, execute, and monitor a hazard communication plan as required by applicable law.

Insofar as possible, the Superintendent or designee shall minimize the quantities of hazardous substances stored on school property. The Board encourages staff to substitute less dangerous materials for hazardous ones whenever feasible.

The Superintendent or designee shall ensure that the schools are regularly inspected to identify potential sources of risk and shall inform the Board of any environmental risks in the schools.

Pesticides

The Superintendent or designee shall, when practical, ensure the use of nonchemical methods to control pests, including proper sanitation practices, structural repair, and window screens.

When application of pesticides is necessary, the Superintendent or designee shall ensure timely notice to parents and the public.

Legal Reference:

ALASKA ADMINISTRATIVE CODE
18 AAC 90.625 School use and notification

Adopted: February 25, 1994

Revised:

Northwest Arctic Borough School District

MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: January 25, 2023

NUMBER: 23-043

FR: Office of the Superintendent

SUBJECT: Approval of Proposed
Revisions to BP 3530
Business and Non-
Instructional Operations,
Risk Management; First
Reading

STRATEGIC PLAN/BOARD GOAL:

Improve Stakeholder Communication.

ABSTRACT:

Board policy revisions require Board approval.

ISSUE:

At issue is to approve the first reading of the proposed revisions to Board Policy (BP) 3530 Business and Non-Instructional Operations, Risk Management and open for public comments.

BACKGROUND AND/OR PERTINENT INFORMATION:

The Superintendent/designee presents drafts or suggestions for board policy revisions when changes in law occur or when specific need occurs. Policy revisions shall normally be given two readings prior to adoption by the Board. This is the first reading of the proposed revisions to BP 3530 Business and Non-Instructional Operations, Risk Management. This is on the AASB's 2022 list for revisions, and revisions require Board adoption. *Proposed changes are:* This update emphasizes Board intent to maintain a robust risk management program.

The Board Policy Committee reviewed the proposed changes, recommends approval and to open for public comments.

ALTERNATIVES:

1. Approve the first reading to the proposed revisions to BP 3530 Business and Non-Instructional Operations, Risk Management as presented and open for public comments;
2. Do not approve first reading to the proposed revisions to BP 3530 as presented;
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends the Board approve the first reading to the proposed revisions to BP 3530 Business and Non-Instructional Operations, Risk Management as presented and open for public comments.

BP 3530 RISK MANAGEMENT

Note: A.S. 14.03.150 requires districts to maintain adequate property insurance for replacement cost of district facilities and equipment. The following sample policy may be revised as needed.

The School Board desires to protect district resources by maintaining a program of risk management including, but not be limited to: The Board desires to maintain a program of risk management to protect district property and resources against harm or loss by identifying risks and administering a program designed to minimize and/or prevent losses. The risk management schedule shall include, but not be limited to:

1. Property Loss Insurance (buildings and equipment).
2. Workers Compensation Insurance.
3. Liability Insurance.

(cf. 4154/4254/4354 — All Personnel - Insurance/Health & and Welfare Benefits)
(cf. ~~5143~~ — Students/Insurance/Athletic Insurance)

The district officer responsible for the custody of district moneys and property shall be bonded as required by law. The Board may require the bonding of employees holding positions which have extensive access to property and money.

The Alaska Statutes and Administrative Codes listed herein outline the minimum requirements.

Legal Reference:

ALASKA STATUTES

- [14.03.150](#) Property Insurance required
- [14.08.091](#) Administration Organization; oath and bond (Regional Education Attendance Areas)
- [14.11.011](#) Grant applications
- [14.12.115](#) Indemnification
- [14.14.020](#) Bond required
- [21.76.010-21.76-900](#) Joint insurance arrangements

ALASKA ADMINISTRATIVE CODE

- [4 AAC 31.200](#) Loss protection required
- [4 AAC 31.205](#) Self-insurance programs
- [4 AAC 31.210](#) Deductible amounts
- [4 AAC 31.215](#) Proceeds
- [4 AAC 31.220](#) Proof of insurance
- [4 AAC 31.225](#) Failure to procure insurance

Adopted: February 25, 1994

Revised:

Northwest Arctic Borough School District

Commented [MW1]: The District has these insurances, but is insurance the only intent of this BP? The section above references a program ran by the district that oversees risk management, and our insurance carrier will give us a credit on our insurance costs if we have safety/risk management meetings. Just food for thought.

Commented [JC2]: We do not currently have this policy.

MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: January 25, 2023

NUMBER: 23-044

FR: Office of the Superintendent

SUBJECT: Approval of Proposed
Revisions to BP 3515
Business and Non-
Instructional Operations,
School Safety and
Security; First Reading

STRATEGIC PLAN/BOARD GOAL:

Improve Stakeholder Communication.

ABSTRACT:

Board policy revisions require Board approval.

ISSUE:

At issue is to approve the first reading of the proposed revisions to Board Policy (BP) 3515 Business and Non-Instructional Operations, School Safety and Security and open for public comments.

BACKGROUND AND/OR PERTINENT INFORMATION:

The Superintendent/designee presents drafts or suggestions for board policy revisions when changes in law occur or when specific need occurs. Policy revisions shall normally be given two readings prior to adoption by the Board. This is the first reading of the proposed revisions to BP 3515 Business and Non-Instructional Operations, School Safety and Security. This is on the AASB's 2022 list for revisions, and revisions require Board adoption. *Proposed changes are:* This update provides stylistic edits to the management of school safety and security policy. It also adds several policy references.

The Board Policy Committee reviewed the proposed changes, recommends approval and to open for public comments.

ALTERNATIVES:

1. Approve the first reading to the proposed revisions to BP 3515 Business and Non-Instructional Operations, School Safety and Security as presented and open for public comments;
2. Do not approve first reading to the proposed revisions to BP 3515 as presented;
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends the Board approve the first reading to the proposed revisions to BP 3515 Business and Non-Instructional Operations, School Safety and Security as presented and open for public comments.

BP 3515 SCHOOL SAFETY AND SECURITY

The School Board is fully committed to preventing violence and crime on school grounds. The Superintendent and staff shall strictly enforce district policies and regulations related to crime, campus disturbances, campus intruders, student safety, student conduct and student discipline.

(cf. 3514 - *Environmental Safety*)

(cf. 3515.2 - *Intruders on ~~Campus~~Site*)

(cf. 3440 – Fixed Assets Inventories)

(cf. 3450 – Money in School Buildings)

(cf. 3451 – Petty Cash Funds)

(cf. 4158/4258/4358 – *Personnel - Employee Security*)

(cf. 5131 - *Student* Conduct)

(cf. 5131.4 - *Campus Disturbances*)

(cf. 5131.5 – *Vandalism, Theft, and Graffiti*)

(cf. 5131.6 - *Alcohol and Other Drugs*)

(cf. 5131.7 - *Weapons and Dangerous Instruments*)

(cf. 5136 - *Gangs*)

(cf. 5141.4 - *Child Abuse and Neglect*)

(cf. 5142 - *Student* Safety)

(cf. 5144 - *Discipline*)

(cf. 5144.1 - *Suspension and Expulsion/~~Due Process~~*)

(cf. 6114 – *~~Emergencies and Disaster Preparedness~~Crisis Response Plan*)

The Superintendent or designee shall establish procedures for securing records and funds and for protecting buildings against vandalism and burglary during nonbusiness hours. These procedures are to include staff, contractors, and other entities that use school buildings. The Superintendent or designee also shall investigate ways that school grounds can be made more secure.

The Board encourages staff, parents/guardians, and students at each school to work with local law enforcement agencies and other interested parties in developing a comprehensive school safety plan which includes strategies for preventing crime and violence on school premises.

Adopted: February 25, 1994

Revised: (Date of Revision)

Northwest Arctic Borough School District

MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: January 25, 2023

NUMBER: 23-045

FR: Office of the Superintendent

SUBJECT: Adoption of New Policy,
BP 3522 Business and
Non-Instructional
Operations, District Data
Protection Program; First
Reading

STRATEGIC PLAN/BOARD GOAL:

Improve Stakeholder Communication.

ABSTRACT:

Board policy revisions require Board approval.

ISSUE:

At issue is to approve the first reading of the new Board Policy (BP) 3522 Business and Non-Instructional Operations, District Data Protection Program and open for public comments.

BACKGROUND AND/OR PERTINENT INFORMATION:

The Superintendent/designee presents drafts of new board policy when changes in law occur or when specific need occurs. New policies shall normally be given two readings prior to adoption by the Board. This is the first reading of BP 3522 Business and Non-Instructional Operations, District Data Protection Program. This is on the AASB's 2022 list for revisions, and revisions require Board adoption. *Proposed changes are:* This new policy recognizes the importance of data protection and directs the superintendent to develop and maintain a District Data Protection Program, implemented through an administrative regulation.

The Board Policy Committee reviewed the proposed new policy, recommends approval and to open for public comments.

ALTERNATIVES:

1. Approve the first reading of new BP 3522 Business and Non-Instructional Operations, District Data Protection Program as presented and open for public comments;
2. Do not approve first reading of new BP 3522 as presented;
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends the Board approve the first reading of new BP 3522 Business and Non-Instructional Operations, District Data Protection Program as presented and open for public comments.

DISTRICT DATA PROTECTION PROGRAM

BP 3522

The protection of sensitive data and technology, including, but not limited to Internet access, privacy, electronic mail, hardware, software, and cloud resources, is vital in supporting teaching and learning through access to resources, information, learning activities, interpersonal communications, research, training, collaboration, curriculum, and materials.

The School Board recognizes data/information as a resource that must be protected from unauthorized access or use and as such supports a balance of security and access. The Board expects District staff, student, and parent data to be protected by adequate controls commensurate with the sensitivity of the data.

The Board directs the Superintendent to develop and maintain an effective District Data Protection Program and associated regulations and protocols for the protection of sensitive District information. Such regulations shall include developing appropriate controls to protect the confidentiality, availability, and integrity of District information.

- (cf. 1340 and AR 1340 - Access to District Records)*
- (cf. 3580 and AR 3580 - District Records)*
- (cf. 3522 - District Data Protection Program)*
- (cf. 3523 and AR 3523 - Employee Use of District Information Technology)*
- (cf. 3523.1 and AR 3523.1 - Blogging)*
- (cf. 3523.2 and AR 3523.2 - Social Media Use)*
- (cf. 4112.6 - Personnel Records)*
- (cf. 4119.23 - Unauthorized Release of Confidential Information)*
- (cf. 4119.25 and AR 4119.25, Political Activities of Employees)*
- (cf. 4419.5 - Electronic Communications Between Employees and Students)*
- (cf. 5125 - Student Records)*
- (cf. 5145 - Anti-Bullying/Anti-Cyberbullying)*
- (cf. 6161.4 - Student Use of District Information Technology)*

Legal Reference:

UNITED STATES CODE

- 47 U.S.C. 201 et seq., Communications Decency Act of 1995, as amended*
- 20 U.S.C. 1232g., Federal Family Educational Rights and Privacy Act of 1974, as amended*
- 47 U.S.C. 231 et seq., Children's Online Privacy Protection Act of 2000, as amended*

Adopted: (Date of Adoption)

MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: January 25, 2023

NUMBER: 23-046

FR: Office of the Superintendent

SUBJECT: Approval of Addendum to
MOA for instructor
services

ABSTRACT:

The administration requests School Board approval of addendum to MOA 23-022 with Cindy Lincoln for instructional support for the CNA program at the Alaska Technical Center.

ISSUE:

At issue is the approval of an addendum to Memorandum of Agreement (MOA) with Cindy Lincoln. All MOAs that exceed \$50,000 require Board approval.

BACKGROUND AND/OR PERTINENT INFORMATION:

ATC has an existing MOA in the amount of \$53,600 with Cindy Lincoln for instructional services which were rendered August and December to assist with health care occupations classes, skills lab preparation, and mentoring for Fall semester 2022.

The ATC requests an addendum to that MOA in the amount of \$31,850 to continue support to teach Certified Nursing Aide course Monday-Wednesday-Friday from January 9 - April 28 plus 6 days of clinical training at Maniilaq Medical Center from 6:45am - 3:45pm; continue to mentor and assist the new healthcare instructor to meet the criteria for and obtain State of Alaska RN licensure and Board of Nursing certification to teach CNA in FY24.

This would increase the total amount of the MOA to \$85,450.

Funding: Grant funds

ALTERNATIVES:

1. Approve the addendum to MOA 23-022 with Cindy Lincoln in the amount not to exceed \$85,450 as presented;
2. Disapprove the MOA with Cindy Lincoln as presented;
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends the Board approve the Memorandum of Agreement with Cindy Lincoln in the amount not to exceed \$85,450 as presented.

MEMORANDUM

TO: NWABSD Board of Education Members

DATE: January 25, 2023

NUMBER: 23-047

FR: Office of the Superintendent

SUBJECT: Approval of Purchase,
Perma-Bound Books

STRATEGIC PLAN/BOARD GOAL:

Goal 1: Student Learning

Goal 3: Family Support and Engagement

ABSTRACT:

Board approval is required for purchases that exceed \$50,000.

ISSUE:

At issue is the Board's approval of the purchases of non-fiction and fiction books from Perma-Bound Books for an amount not to exceed \$100,000

BACKGROUND AND/OR PERTINENT INFORMATION:

A large order of non-fiction and fiction books for students and school libraries. The total purchase cost will not exceed \$100,000, as budgeted.

These items were fully budgeted for and approved in the Federal Literacy Connection Grant. (LIT)

Funding: Literacy Connection's Grant (Fund 353)

ALTERNATIVES:

1. Approval of the purchase of books from Perma-Bound Books for an amount not to exceed the budgeted amount of \$100,000, as presented.
2. Disapproval of the purchase of books from Perma-Bound Books for an amount not to exceed the budgeted amount of \$100,000, as presented.
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends board approval purchase of books from Perma-Bound Books, as presented.

MEMORANDUM

TO: NWABSD Board of Education Members

DATE: January 25, 2023

NUMBER: 23-048

FR: Office of the Superintendent

SUBJECT: Approval of Purchase,
Brick Loot

STRATEGIC PLAN/BOARD GOAL:

Goal 1: Student Learning

Goal 3: Family Support and Engagement

ABSTRACT:

Board approval is required for purchases that exceed \$50,000.

ISSUE:

At issue is the Board's approval of the purchase of migrant education student services supplies from Brick Loot for an amount not to exceed \$65,000.

BACKGROUND AND/OR PERTINENT INFORMATION:

Migrant students receive various supplemental services throughout the school year. Brick Loot will supply all qualifying students with a 6-month subscription to Lego activity boxes.

These items were fully budgeted for and approved by the Alaska Department of Education as part of NWABSD's Migrant Title 1-C application.

Funding: Migrant Education Fund 263

ALTERNATIVES:

1. Approval of the purchase of migrant education student services supplies from Brick Loot for an amount not to exceed \$65,000, as presented.
2. Disapproval of the purchase of migrant education student services supplies from Brick Loot for an amount not to exceed \$65,000, as presented.
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends board approval of the purchase of migrant education student services supplies from Brick Loot, as presented.

MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: January 25, 2023

NUMBER: 23-049

FR: Office of the Superintendent

SUBJECT: Approval to Amend
Contract; Karen McCain

STRATEGIC PLAN/BOARD GOAL:

Goal 5: Fiscal Responsibility
Strategy 1: Ensure Budget Integrity and Transparency.

ABSTRACT:

Board approval is required for contracts that exceed \$50,000.

ISSUE:

At issue is the Board's Approval to amend the Memorandum of Agreement (MOA) with Karen McCain of McCain Services for a total amount not to exceed \$118,579.28

BACKGROUND AND/OR PERTINENT INFORMATION:

Karen McCain of McCain Services serves as Project Evaluator for the District's Federal Grants. In addition to finding grant opportunities and assisting the district in writing grant proposals, her duties include evaluating and overseeing existing federal grant projects, data entry, and completing all required Federal Performance Reports. The amended MOA, which includes travel, is for a total of \$118,579.28

Funding for amended MOA --	
Our Youth Our Future (OYOF) Federal Grant (fund 396) <i>Funding ends September 16, 2022</i>	\$17,300
Literacy Connection (LIT) Federal Grant FY23 <i>October 1, 2022 to September 30, 2023 (fund 353)</i>	\$29,800
Literacy Connection (LIT) Federal Grant FY22 <i>October 1, 2021 to September 30, 2022 (fund 353)</i>	\$16,179.28
General Grant Writing (general fund)	\$10,000
Native Youth in Action (NYIA) Federal Grant FY23 (fund 354) <i>October 1, 2002 to September 20, 2023</i>	\$15,200
Positive Vision for the Future (OYVF) FY23 (fund 367) January 1, 2023, to December 31, 2023	\$30,100
Total	\$118,579.28

ALTERNATIVES:

1. Approve the amendment to the Memorandum of Agreement (MOA) with Karen McCain of McCain Services for the amount not to exceed \$118,579.28 as presented;
2. Disapprove the amendment MOA for McCain Service as presented;
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends board approval of the MOA with McCain Services for a total amount not to exceed \$118,579.28, as presented.

MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: January 31, 2023

NUMBER: 23-050

FROM: Office of the Superintendent

SUBJECT: **UPDATE:** Approval of
Contract
Buckland School
HVAC/Energy Upgrades
project and Delegation of
Contracting Authority

ABSTRACT

Board approval is required to expend \$50,000.00 and higher.

ISSUE

This is an updated memo following Bid Opening January 20 and January 30 Joint Maintenance and Construction Committee Meeting.

At issue is the pending award of contract for the mechanical upgrades of the Buckland School and delegation of contracting authority to the Superintendent.

BACKGROUND AND/OR PERTINENT INFORMATION

Last year the District received \$888,0000 in funding, the balance from an older legislative appropriation, from the Northwest Arctic Borough for Buckland School HVAC/Energy Upgrades. The construction budget for the project is \$808,089. The project was designed by RSA Engineering, Inc. and bids were advertised December 9,2022.

The bids were due January 20th at 2:00 pm. One bid was received from Sturgeon Electric for \$1,286,800. As only one bid was received the District may negotiate with the bidder to adjust the scope of work to correspond to a cost that is within the project budget. The staff and RSA Engineering met with the contractor to identify a revised scope of work to reduce project costs. The priority is to install DDC controls for the major HVAC equipment. The contractor's proposed price for this work is \$845,136. The attached worksheet shows the funding shortfall of \$37,047. It also shows the amounts of additional funding needed for other remaining scope items.

At the Joint Maintenance and Construction Committee meeting the Superintendent expressed her support for this project. Superintendent Walker is committed to requesting additional funding support from other entities in the region to fund as much or the original scope of work as possible. In the meantime, she recommended utilizing District funding to cover the \$37,047 short fall to award the revised reduced base bid scope in the amount of \$845,136. The JMCC recommended the approval of the \$845,136 contract that the Superintendent be delegated contracting authority to award the balance of the contract work to Sturgeon Electric as additional funding becomes available.

ALTERNATIVES

1. Approve the award of the contract to Sturgeon Electric, in the amount of \$845,136 for the reduced base bid scope, and approve a delegation of contracting authority to the Superintendent to award additional phases as funding becomes available, as presented.
2. Approve the award of the contract Sturgeon Electric in the amount of \$845,136 for the reduced base bid and DO NOT approve a delegation of contracting authority to the Superintendent to award additional phases.
3. Do not approve the award of the contract Sturgeon Electric, as presented.
4. Take no final action.

ADMINISTRATION'S RECOMMENDATION

It is the administration's recommendation that the Board approve the award of contract to Sturgeon Electric, in the amount \$845,136 for the reduced base bid scope, and approve a delegation of contracting authority to the Superintendent to award additional phases as funding becomes available, as presented.

ATTACHMENT

Buckland HVAC Grant Budget

Buckland HVAC State Grant Budget - NWAB Pass Through

Design	60,000
Administration	20,000
Construction	808,089
Total	888,089

Sturgeon Electric 1,286,800 Base Bid Phase I Buckland HVAC

808,089 Current construction funding

\$478,711.24 Total Short Fall included cost of forklift and truck

\$ 845,136 Minimum Scope: new DDC controls for the AHUs, main pumps in the building

\$ 37,047 Minimum Shortfall

Additional scope items

A \$ 60,822 Amount needed to add baseboard valve replacement with new controls and thermostats

B \$ 41,267 Amount for airflow monitoring sensors for outside and return air flow for building pressure control.

C \$ 179,907 Balance to fund base bid- boiler control and monitoring points. DDC would monitor Heating glycol supply and return to each boiler module, there would be no monitoring or starting and stopping of individual boilers and associated pumps by the DDC system.

\$ 281,996 Total shortfall for remaining HVAC Upgrades A-C

NA \$ 159,668 Delete truck and forklift - This can be deleted from pricing if District or local community can provide transportation

MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: January 31, 2023

NUMBER: 23-051

FR: Office of the Superintendent

SUBJECT: Approval of
Superintendent's out-of-
District Travel

ABSTRACT:

Superintendent's out-of-District travel and personal leave require Board approval.

ISSUE:

At issue is to approve the Superintendent's request for out-of-district travel and personal leave as presented.

BACKGROUND AND/OR PERTINENT INFORMATION:

The Superintendent's request for out-of-district travel,

- Lobbying, February 2-3, 2023 (Thu-Fri) in Juneau, AK
- Alaska Teacher and Personnel Educator Expo Job Fair, February 23-24, 2023 (Thu-Fri) in Anchorage, AK
- National Institute for Excellence in Teaching (NIET) Conference, March 23-24, 2023 (Thu-Fri) in Indianapolis, IN
- Future teacher recruitment events as needed.

ALTERNATIVES:

1. Approve the Superintendent's request for out-of-district travel as presented;
2. Do not approve the Superintendent's request for out-of-district travel as presented;
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends the Board approve the Superintendent's request for out-of-district travel as presented.

MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: January 25, 2023

NUMBER: 23-052

FR: Office of the Superintendent

SUBJECT: Approval of Change to
Board Meeting Dates

ABSTRACT:

Board meeting dates require Board approval.

ISSUE:

At issue is to approve a change to the FY23 Board Meeting Dates as presented.

BACKGROUND AND/OR PERTINENT INFORMATION:

NWABSD Board and administration had originally planned to have a three-day board meeting March in order to complete the Board Evaluation with the Association of Alaska School Boards (AASB). Due to a scheduling conflict, AASB will not be able to facilitate the Board Evaluation until the June 2023 Board Meeting.

Administration asks that the following changes be made to the Board Meeting Dates,

- March 6-8, 2023 will change to March 6-7, 2023.
- June 5-6, 2023 will change to June 5-7, 2023.

Please see the attached current Board Meeting Dates for reference.

ALTERNATIVES:

1. Approve the administration's request for change in Board Meeting Dates;
2. Do not approve the administration's request for change in Board Meeting Dates as presented;
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends the Board approve the change to Board Meeting Dates as presented.

NWABSD Board Meeting Dates

2022 to 2023

ADOPTED

Sep 2022, VIRTUAL						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Oct 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Nov 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Dec 2022, VIRTUAL						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Jan 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Feb 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

Mar 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Apr 2023, VIRTUAL						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2023						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Jun 2023, OPTIONAL						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Board Meetings in Yellow
ASC Training in Blue
Important Dates in Green

- Sept 17-18, AASB Fall Boardsmanship, Fairbanks, AK
- Nov 3-6, AASB Annual Conference, Anchorage, AK
- Dec 9-10, School Law & Equity Academy, Anchorage, AK
- Feb 4-7, Leadership & Legislative Fly-In, Juneau, AK
- April 1-3, NSBA Annual Conference, Orlando, FL
- April 15-16, AASB Spring Boardsmanship, Anchorage, AK

MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: January 25, 2023

NUMBER: 23-053

FR: Office of the Superintendent

SUBJECT: Approval of FY24
Memorandum of
Agreement; Nyang, SLP

STRATEGIC PLAN/BOARD GOAL:

Student Learning: Strengthen Student Progress Monitoring

ABSTRACT:

Board approval is required for contracts that exceed \$50,000.

ISSUE:

At issue is the Board's approval of the Memorandum of Agreement (MOA) with Elisabeth Nyang, SLP for \$108,000.

BACKGROUND AND/OR PERTINENT INFORMATION:

Elisabeth Nyang, MA CCC-SLP is a Speech/Language Pathologist who provides oversight, direct, and indirect services, mostly in the form of evaluations, for children 0-21 primarily located in villages. She is an experienced therapist who has a history of working effectively with staff and students in the special services program. She will provide direct service, consultations, and oversee and conduct speech/language evaluations.

This contract, partially supported by grants, will provide her the opportunity to assist the District in providing service, evaluation, and consultation services as required by law to special education students in the district. Her MOA, including travel, is for \$108,000.

Funding = ELF grant , Sped Grant and General Fund

ALTERNATIVES:

1. Approve the Memorandum of Agreement (MOA) for Elisabeth Nyang, SLP in the amount not to exceed \$108,000, as presented.
2. Disapprove the MOA for Elisabeth Nyang, SLP, as presented.
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends board approval of the MOA with Elisabeth Nyang, SLP in the amount not to exceed \$ \$108,000, as presented.

MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: January 25, 2023

NUMBER: 23-054

FR: Office of the Superintendent

SUBJECT: Approval of FY24
Memorandum of
Agreement; Autism
Partnerships-Sanford Slater

STRATEGIC PLAN/BOARD GOAL:

Student Learning: Strengthen student progress monitoring.

ABSTRACT:

Board approval is required for contracts that exceed \$50,000.

ISSUE:

At issue is the Board's approval of the Memorandum of Agreement (MOA) with Autism Partnerships not to exceed \$60,000 as presented.

BACKGROUND AND/OR PERTINENT INFORMATION:

Autism Partnerships provides oversight, direct, and indirect services for children across the district with extreme behaviors, including autism. The consultants have a history of working effectively with staff and students in the special services program. Autism Partnerships will provide services to students, their teachers, and parents, in the regular and special education programs with challenging behaviors.

This contract will provide the opportunity to assist the district in providing services as to improve educational advantages for students in the district. Autism Partnerships also consults with all staff, parents, and community members and agencies. The MOA, which includes travel, is for \$60,000.

Funding = General Fund

ALTERNATIVES:

1. Approve the Memorandum of Agreement (MOA) for Autism Partnerships, in the amount not to exceed \$60,000.
2. Disapprove the MOA for Autism Partnerships as presented.
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends board approval of the MOA with Autism Partnerships, in the amount not to exceed \$60,000 as presented.

MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: January 25, 2023

NUMBER: 23-055

FR: Office of the Superintendent

SUBJECT: Approval of FY24
Contract; School
Psychologist, Terese
Kashi Ph. D

STRATEGIC PLAN/BOARD GOAL:

Student Learning: Strengthen student progress monitoring.

ABSTRACT:

Board approval is required for contracts that exceed \$50,000.

ISSUE:

At issue is to approve the contract with School Psychologist, Terese Kashi Ph.D. for an amount not to exceed \$98,500.

BACKGROUND AND/OR PERTINENT INFORMATION:

Terese Kashi Ph.D., NCSP is a Nationally Certified School Psychologist who will provide special education direct service, consultation, supervision, and assessment services for children across the district. She is an experienced practitioner from Soldatna Alaska, who has experience working effectively with staff and students in special services programs within Alaska. She will provide direct service to students, consultations with teachers and parents in the regular and special education programs. She will conduct psychological and special education evaluations.

This contract will provide her the opportunity to assist the district in providing service, evaluation, and consultation services as required by law to special education students in the district. She will also consult with all staff, parents, and community members and agencies. The contract which includes travel, is for an amount not to exceed \$98,500.

Funding = Sped Grant and General Fund

ALTERNATIVES:

1. Approve the FY24 contract with Terese Kashi, Ph.D. for an amount not to exceed \$98,500, as presented.
2. Do not approve the FY24 contract with Terese Kashi, Ph.D., as presented.
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends the Board approve the FY-24 contract with Terese Kashi, Ph.D., for an amount not to exceed \$98,500, as presented.

MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: January 25, 2023

NUMBER: 23-056

FR: Office of the Superintendent

SUBJECT: Approval of FY24
Memorandum of
Agreement; Method Works

STRATEGIC PLAN/BOARD GOAL:

Student Learning: Strengthen student progress monitoring.

ABSTRACT:

Board approval is required for contracts that exceed \$50,000.

ISSUE:

At issue is the Board's approval of the Memorandum of Agreement (MOA) with Method Works not to exceed \$90,000 as presented.

BACKGROUND AND/OR PERTINENT INFORMATION:

PCR Alaska provides oversight, direct, and indirect services for children across the district with extreme behaviors, including autism. The consultants have a history of working effectively with staff and students in the special services program. Method Works will provide services to students, their teachers, and parents, in the regular and special education programs with challenging behaviors.

This contract will provide the opportunity to assist the district in providing services as to improve educational advantages for students in the district. Method Works also consults with all staff, parents, and community members and agencies. The MOA, which includes travel, is for \$90,000.

Funding = General Funds and Sped grant

ALTERNATIVES:

1. Approve the Memorandum of Agreement (MOA) for Method Works, in the amount not to exceed \$90,000, as presented.
2. Disapprove the MOA for Method Works, as presented.
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends board approval of the MOA with Method Works, in the amount not to exceed \$90,000, as presented.

MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: January 25, 2023

NUMBER: 23-057

FR: Office of the Superintendent

SUBJECT: Approval of FY24
Memorandum of
Agreement; Janelle Coop,
Speech Language
Pathologist

STRATEGIC PLAN/BOARD GOAL:

Student Learning: Strengthen Student Progress Monitoring

ABSTRACT:

Board approval is required for contracts that exceed \$50,000.

ISSUE:

At issue is the Board's approval of the Memorandum of Agreement (MOA) with Janelle Coop SLP for \$108,000.

BACKGROUND AND/OR PERTINENT INFORMATION:

Janelle Coop, MA CCC-SLP is a Speech/Language Pathologist who provides oversight, direct, and indirect services, mostly in the form of evaluations, for children 0-21 primarily located in villages. She is an experienced therapist who has a history of working effectively with staff and students in the special services program at NWABSD. She will provide direct service, consultations, and oversee and conduct speech/language evaluations.

This contract, partially supported by grants, will provide her the opportunity to assist the District in providing service, evaluation, and consultation services as required by law to special education students in the district. Her MOA, including travel, is for \$108,000.

Funding = ELF grant, Sped Grant, and General Funds

ALTERNATIVES:

1. Approve the Memorandum of Agreement (MOA) for Janelle Coop, SLP in the amount not to exceed \$108,000, as presented.
2. Disapprove the MOA for Janelle Coop, SLP, as presented.
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends board approval of the MOA with Janelle Coop, SLP in the amount not to exceed \$ \$108,000, as presented.

MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: January 25, 2023

NUMBER: 23-058

FR: Office of the Superintendent

SUBJECT: Approval of FY24
Memorandum of Agreement;
Barnett Physical Therapy

STRATEGIC PLAN/BOARD GOAL:

Student Learning: Strengthen student progress monitoring

ABSTRACT:

Board approval is required for contracts that exceed \$50,000.

ISSUE:

At issue is the Board's approval of the Memorandum of Agreement (MOA) with Alison Barnett, Physical Therapy for \$50,000

BACKGROUND AND/OR PERTINENT INFORMATION:

Alison Barnett, PT provides oversight, direct, and indirect physical therapy services for children across the district ages 0-22. Alison Barnett, PT Therapy, is an experienced therapist who has a history of working effectively with staff, parents, and students in special services programs. She will oversee and conduct consultation, evaluation, and direct physical therapy services.

This contract, partially supported by grants, will provide her the opportunity to assist the district in providing services as required by law to infants and special education students in the district. Barnett, Physical Therapist also consults with all staff. Her MOA, which includes travel, is for \$50,000.

Funding = General Funds and Sped grant

ALTERNATIVES:

1. Approve the Memorandum of Agreement (MOA) for Alison Barnett, PT, in the amount not to exceed \$50,000.
2. Disapprove the MOA for Physical Therapy, as presented.
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends board approval of the MOA with Alison Barnett, Physical Therapist in the amount not to exceed \$50,000, as presented.

MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: January 25, 2023

NUMBER: 23-059

FR: Office of the Superintendent

SUBJECT: Approval of FY24
Memorandum of
Agreement; Kassie
Bailey, Bespoke SLP

STRATEGIC PLAN/BOARD GOAL:

Student Learning: Strengthen Student Progress Monitoring

ABSTRACT:

Board approval is required for contracts that exceed \$50,000.

ISSUE:

At issue is the Board's approval of the Memorandum of Agreement (MOA) with Kassie Bailey, Bespoke SLP \$56,000.

BACKGROUND AND/OR PERTINENT INFORMATION:

Kassie Bailey MA, Bespoke SLP is a Speech/Language Pathologist who provides oversight, direct, and indirect services, mostly in the form of evaluations, for children 0-21 primarily located in villages. She is an experienced therapist who has a history of working effectively with staff and students in the special services program. She will provide direct service, consultations, and oversee and conduct speech/language evaluations.

This contract, partially supported by grants, will provide her the opportunity to assist the district in providing service, evaluation, and consultation services as required by law to special education students in the district. Her MOA, including travel, is for \$56,000.

Funding = Sped Grant

ALTERNATIVES:

1. Approve the Memorandum of Agreement (MOA) for Kassie Bailey, Bespoke SLP in the amount not to exceed \$56,000.
2. Disapprove the MOA for Kassie Bailey, Bespoke SLP, as presented.
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends board approval of the MOA with Kassie Bailey, Bespoke SLP in the amount not to exceed \$ \$56,000, as presented.

MEMORANDUM

TO: NWABSD Board of Education Members

DATE: January 25, 2023

NUMBER: 23-060

FR: Office of the Superintendent

SUBJECT: Approval of FY23 District Operating Fund Budget Revision #2

ABSTRACT:

The School Board shall establish and maintain a balanced budget.

ISSUE:

At issue is the approval of the FY23 District Operating Fund Budget Revision #2

BACKGROUND AND/OR PERTINENT INFORMATION:

The FY23 District Operating Fund Budget was approved and adopted at the April 26th, 2022 Regular School Board meeting with expenditures in the amount of \$60,807,518. A Budget Revision was approved in June with expenditures in the amount of \$62,991,793.

Presented to you is Budget Revision #2 for the FY23 Operating Fund Budget.

Revision #2 is based on a review of revenues and expenditures. In summary Revision #2 includes:

Revenues: \$61,995,089

Expenditures: \$64,401,543

Transfer in from Other Funds: \$0

Transfers out to Other Funds: \$500,000

The revision includes a decrease to salary & benefit expenditures by roughly \$1 million. This is after a review of open positions and releasing the encumbrance on one half of a year's salary for those open positions. The revision also includes an increase to expenditures overall by roughly \$1.4 million for Professional & Technical Services, Facility Use Fees to the Borough, and supplies, and minimal increases/decreases in other categories.

The revision includes an increase to the transfer out for student transportation to provide bussing to students in Kivalina. I expect this transfer to be higher next year, once the busses are fully staffed, and once the busses running all school year.

The revision includes an increase in revenue by roughly \$3 million. This is based off State projections, an increased contribution from the Borough, and my estimates.

Overall, I am projecting a decrease in fund balance of \$2.9 million.

I expect that we will have another revision to the FY23 budget later this spring/early summer to true up accounts before the FY23 year-end closeout to have a better estimate of year end fund balance going in to FY24.

ALTERNATIVES:

1. Approve Revision #2 of the FY23 District Operating Fund Budget as presented;
2. Disapprove Revision #2 of the FY23 District Operating Fund Budget as presented;
3. Take no action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends the Board approve Revision #2 of the FY23 District Operating Fund Budget as presented.

**Northwest Arctic Borough School District
FY23 Budget**

	FY23	FY23	Changes	NOTES
	Current Budget	Revised Budget		
REVENUE				
Other Local Revenue	\$450,000	\$450,000	\$0	
Earnings on Investments	\$3,000	\$230,000	\$227,000	Estimate based on earnings to date
Donations/Contributions	\$0	\$0	\$0	
Borough Appropriation	\$4,402,689	\$6,540,579	\$2,137,890	Increase for Borough Useage Fees & additional contribution
E-rate Program	\$7,456,903	\$7,456,903	\$0	
State Foundation	\$36,660,884	\$38,969,601	\$2,308,717	ADJ per State projection
Quality Schools	\$127,645	\$108,384	(\$19,261)	ADJ per State projection
TRS On-behalf - 12.06%	\$2,889,915	\$1,789,996	(\$1,099,919)	Based off of Salaries
PERS On-behalf - 2.79%	\$734,163	\$222,108	(\$512,055)	Based off of Salaries
Revenue - Other State Sources	\$0	\$11,157	\$11,157	Projected PFD Raffle
Impact Aid Program	\$6,216,361	\$6,216,361	\$0	
TOTAL REVENUES	\$58,941,560	\$61,995,089	\$3,053,529	
TRANSFERS IN				
District Technology Fund				
Locally Funded Maintenance CIP Fund	\$1,132,979	\$0	(\$1,132,979)	Removing transfer IN from CIP funds
Teacher housing CIP Fund				
Kivalina District Contribution				
NW Magnet School Expansion				
Magnet School Dormitory				
ATC Capital Reserve				
CIP Reserved Local Share				
TOTAL TRANSFERS IN	\$1,132,979	\$0		
EXPENSES				
Certificated Salaries	\$15,516,786	\$15,519,124	\$2,338	
Non-Certificated Salaries	\$8,780,742	\$8,986,020	\$205,278	
Leave Pay Out	\$200,000	\$206,510	\$6,510	
Board Stipends	\$79,000	\$79,000	\$0	
Employee Benefits	\$11,098,515	\$11,490,062	\$391,547	
TRS On-behalf	\$2,889,915	\$1,789,996	(\$1,099,919)	
PERS On-behalf	\$734,163	\$222,108	(\$512,055)	
SUBTOTAL: Personnel	\$39,299,122	\$38,292,821	(\$1,006,300)	
Professional & Technical Services	\$3,358,006	\$3,564,671	\$206,665	
Staff Travel	\$623,800	\$569,565	(\$54,235)	
Board Travel	\$89,379	\$89,379	\$0	
Student Travel	\$1,133,275	\$1,133,275	\$0	
Utility Services	\$8,657,239	\$8,970,476	\$313,238	Correct budget, see below. Still a small increase
Energy-includes electricity & fuel	\$5,023,195	\$4,754,978	(\$268,218)	Correct budget, see above
Other Purchased Services	\$2,369,016	\$4,492,906	\$2,123,890	Increase for Borough Usage Fees
Property & Liability Insurance	\$1,000,159	\$1,002,689	\$2,530	
Supplies, Materials & Media	\$1,520,108	\$1,633,932	\$113,824	Mostly Paper & Technology supplies
Tuition	\$34,000	\$10,620	(\$23,380)	
Dues & Fees	\$134,494	\$134,637	\$143	
Inventoried Equipment	\$50,000	\$51,593	\$1,593	
Indirect Cost Recovery	(\$300,000)	(\$300,000)	\$0	
SUBTOTAL: Non-Personnel	\$23,692,671	\$26,108,721	\$2,416,050	
TOTAL EXPENSES	\$62,991,793	\$64,401,543		
TRANSFERS OUT				
Food Service Fund	\$0	\$0	\$0	
ATC	\$0	\$0	\$0	
Star of the Northwest - Magnet School	\$0	\$0	\$0	
Teacher Housing Fund	\$350,000	\$350,000	\$0	
Special Revenue Fund - Student Transport	\$50,000	\$150,000	\$100,000	Bus Driver(s) in Kivalina
TOTAL TRANSFERS OUT	\$400,000	\$500,000	\$100,000	
INCREASE (DECREASE)-UNRESERVED FB	(\$3,317,254)	(\$2,906,453)		
FY22 Unreserved Fund Balance	\$7,541,586	\$7,541,586		
Projected Decrease in Fund Balance	\$4,224,332	\$4,635,133		

MEMORANDUM

TO: NWABSD Board of Education Members

DATE: January 25, 2023

NUMBER: 23-061

FR: Office of the Superintendent

SUBJECT: Approval of increase of District's temporary hire rate for hourly staff

ISSUE:

At issue is the need to increase the District's temporary hire rate of pay.

BACKGROUND AND/OR PERTINENT INFORMATION:

For many years, The District's temporary hire rate has been set at \$12.48/hour, which is more than the State of Alaska's minimum wage, however, is not a living wage in the Northwest Arctic region.

Having a set temporary hire rate of \$12.48/hour has been an obstacle for departments and schools in finding temporary employees to come in to the schools and work.

ALTERNATIVES:

1. Approve the increase to the District's temp rate of \$12.48 to \$17.50 per hour as presented;
2. Disapprove the increase to the District's temp rate of \$12.48 to \$17.50 per hour as presented;
3. Take no action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends the Board approve the increase to the District's temp rate of \$12.48 to \$17.50 per hour as presented.

\$ 12.48 Current Temporary Hire rate for NWABSD

\$ 17.50 **Proposed new Temporary Hire rate for NWABSD**

Supplemental information

\$	17.00	Kenai Peninsula Borough School Dist.	Temporary Worker
\$	17.14	Sitka School District	Non Cert Hourly Rate
\$	14.00	Wrangell School District	Sub Paraprofessionals, Secretaries, Custodians
\$	20.00	Juneau School District	Sub Pay
\$	15.00	Petersburg School District	Classified Sub - Parapro, custodian, food service, secretary
\$	15.18	Nome Public Schools	Temp base rate
\$	16.39	Average	

MEMORANDUM

TO: NWABSD Board of Education

DATE: January 25, 2023

NUMBER: 23-062

FR: Office of the Superintendent

SUBJECT: Approval of Job
Description, Principal of
Home School

ABSTRACT:

Each month various Human Resources actions occur which require Board action or cognizance.

ISSUE:

At issue is the approval of Human Resources actions.

BACKGROUND AND/OR PERTINENT INFORMATION:

On a monthly basis the administration recommends Board approval of new certified/classified hires, position reclassifications, and new or revised job descriptions. In addition, the administration informs the Board of resignations, transfers, and terminations throughout the district.

The Human Resources action item for Board approval of the job description for Principal of Home School.

ALTERNATIVES:

1. Approve the Human Resources actions as presented;
2. Disapprove the Human Resources actions as presented;
3. Take no final action.

ADMINISTRATION RECOMMENDATION:

The administration recommends the Board approve the Human Resources actions as presented.



NORTHWEST ARCTIC BOROUGH SCHOOL DISTRICT
HUMAN RESOURCES DEPARTMENT

P.O. BOX 51 • KOTZEBUE, AK 99752 • (907) 442-1800 • FAX (907) 442-2172

POSITION VACANCY ANNOUNCEMENT

TITLE: Principal/Teacher – Homeschool

QUALIFICATIONS:

1. Valid Alaska Type T Teacher and Type B Administrator Certificates.
 2. Five years of successful experience in teaching.
 3. Three years of successful experience in administration preferred.
-

REPORTS TO: Superintendent
SUPERVISES: Student and correspondence, distance, and remote teachers
JOB GOAL: To use leadership, supervisory, and administrative skills to promote the educational program at the school site.

PERFORMANCE RESPONSIBILITIES:

Teaching:

1. Meets and instructs assigned classes in the locations and at the time designated.
2. Plans and provides a program of study that, as much as possible, meets the individual needs, interests, and abilities of the students.
3. Creates an environment that is conducive to learning and appropriate to the maturity and interest of the students.
4. Demonstrates adequate control over student behavior.
5. Guides the learning process toward the achievement of district/site goals and established clear objectives and communicates these objectives to students.
6. Employs a variety of instructional techniques consistent with the physical limitations of the location provided and the needs and capabilities of the individuals or student groups involved.
7. The teacher selects, develops, and employs appropriate evaluative techniques regarding impartiality, consistency, and objectivity.
8. Diagnoses the learning abilities of students on a regular basis, seeking the assistance of district specialists as required.
9. Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
10. Maintains accurate, complete, and correct records as required by law, district policy, and administrative regulation.
11. Evaluates students a number of times to make an accurate appraisal at the end of the grading period.
12. Strives to maintain and improve professional competence.
13. Attends staff meetings and serves on staff committees as required.
14. Complies with building and district policy.
15. Maintains a positive working relationship with the school staff and community
16. Perform other duties as assigned.

Administrative Duties:

1. Establishes and maintains an effective learning climate in the school.
2. Delegates authority to responsible personnel to assume responsibility for the school in the absence of the Principal/Teacher.
3. Supervises the maintenance of all required records and reports.

4. Prepares or supervises the preparation of reports, records, lists, and all other paperwork required or appropriate to the school's administration.
5. Works with various members of the central administrative staff on school problems of more than in school import, such as special services.
6. Keeps Curriculum Director informed of events and activities of an unusual nature as well as routine matters related to the supervisor's accountability.
7. Assumes responsibility for the implementation and observance of all board policies and regulations by the school's staff and students.
8. Budgets school time to provide for the efficient conduct of school instruction and business.
9. Supervises the school's education program; leads in the development, determination of appropriateness, and monitoring of the instructional program.
10. Responds to written and oral requests for information.
11. Maintains high standards of student conduct and enforces discipline as necessary, according to due process to the rights of students.
12. Assumes responsibility for the attendance, conduct, and maintenance of the health of students.
13. Assumes responsibility for the supervision of all school building personnel according to board policies and procedures.
14. Supervises the school's teaching process.
15. Assumes responsibility for all official school correspondence and news releases.
16. Orients newly assigned staff members and assists in their development, as appropriate.
17. Organizes and administers the public relations program for his/her school.
18. Conducts meetings of the staff as necessary for the proper functioning of the school.
19. Makes arrangements for special conferences between parents and teachers.
20. Asserts leadership in times of civil disobedience in school in accordance with established board policy.
21. Provides for adequate inventories of property under his/her jurisdiction and for the security and accountability of that property.
22. Participates in principal's meetings and such other meetings as required or appropriate.
23. Perform other duties as assigned.

LENGTH OF POSITION: 215 days, beginning on or about July 2023
SALARY: Depending on experience/negotiated salary schedule

APPLICATION PROCEDURES:

DISTRICT EMPLOYEES must submit to the Human Resources department: a completed request for transfer form, an updated resume, and a letter of recommendation from current supervisor.

OTHER APPLICANTS must submit the following items to the Human Resources department: a completed professional application; placement file from college/university; official transcripts; valid Alaska certificate; and at least four (4) current references, including one from the most recent supervisor. All references must have current telephone numbers.

APPLICANT ALREADY ON FILE MUST SUBMIT A LETTER EXPRESSING INTEREST IN THE POSITION

ALL OF THE ABOVE MUST BE POSTMARKED OR RECEIVED ON OR BEFORE THE CLOSING DATE TO BE CONSIDERED FOR THIS POSITION

DATE ANNOUNCED . . .
DATE CLOSING Until Filled

**AN AFFIRMATIVE ACTION-EQUAL OPPORTUNITY EMPLOYER
APPLICATIONS FROM MINORITIES ARE ENCOURAGED**

MEMORANDUM

TO: NWABSD Board of Education

DATE: January 25, 2023

NUMBER: 23-063

FR: Office of the Superintendent

SUBJECT: Approval of Job
Description, Assistant
Director of Curriculum

ABSTRACT:

Each month various Human Resources actions occur which require Board action or cognizance.

ISSUE:

At issue is the approval of Human Resources actions.

BACKGROUND AND/OR PERTINENT INFORMATION:

On a monthly basis the administration recommends Board approval of new certified/classified hires, position reclassifications, and new or revised job descriptions. In addition, the administration informs the Board of resignations, transfers, and terminations throughout the district.

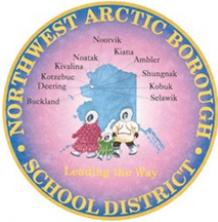
The Human Resources action item for Board approval of the job description for Assistant Director of Curriculum and Instruction.

ALTERNATIVES:

1. Approve the Human Resources actions as presented;
2. Disapprove the Human Resources actions as presented;
3. Take no final action.

ADMINISTRATION RECOMMENDATION:

The administration recommends the Board approve the Human Resources actions as presented.



NORTHWEST ARCTIC BOROUGH SCHOOL DISTRICT

HUMAN RESOURCES DEPARTMENT

P.O. BOX 51 • KOTZEBUE, AK 99752 • (907) 442-1810 • FAX (907) 442-2172

JOB DESCRIPTION

TITLE: Assistant Director of Curriculum & Instruction

FSLA STATUS: Exempt

QUALIFICATIONS:

1. Bachelor's degree, valid Alaska teaching certificate.
2. Valid Alaska Type B Administrative Certificate preferred.
3. Experienced in developing positive relationships with students and school personnel.
4. Ability to communicate effectively in written and verbal contexts.
5. A keen understanding of the importance of confidentiality
6. Possess the ability to work independently as well as a member of a team
7. Able to learn quickly and take the initiative on new projects
8. Experience in offering and planning staff development for Curriculum and best practices.
9. Ability to work with teachers to support the implementation of the district-wide curriculum.
10. Willingness to travel if necessary

REPORTS TO: Director of Curriculum NWABSD

JOB GOAL: To assist the director with the operation of the Curriculum and Instruction Department in a manner that promotes the overall efficiency of the District.

PERFORMANCE RESPONSIBILITIES:

1. Provides analysis and recommendations to the director regarding curriculum and instruction actions, including professional development, curriculum resources, Inupiaq instruction, curriculum development, instructional resources, Multi-Tiered System of Supports, Career and Technical Education programs, and other curriculum and instruction matters
2. In coordination with the Director of Curriculum, leads reviews and assists in purchases of textbooks and curricula materials
3. Appraises director daily of pertinent problems, developments, and events around curriculum and instruction
4. Facilitate career & technical education-related education for the district staff.
5. Provide leadership for the Perkins grant program and grant management, programmatic and budgetary oversight, and the development of a comprehensive local needs assessment, maintaining an active CTE/Perkins Advisory Committee, and continuing development and implementation of the district's Perkins V Four-Year Plan.
6. Monitor present course offerings for applicability to future job markets and plan for new courses.
7. Make recommendations for long-term adjustments, additions, and deletions in the vocational program to meet changing job trends and labor market needs.
8. Communicate routinely with the student body of NWABSD and sister districts on what programs are available.
9. Assist in the recruitment and screening of CTE personnel.
10. Observe courses and contact employers to ensure that content is appropriate to the actual work world.
11. Maintain close working relationships with community and state agencies and area businesses, industries, and labor organizations to provide training consistent with their needs.
12. Advise and assist in obtaining state and federal grants for vocational and technical education programs.
13. Maintains all CTEPS and CTE/Perkins Courses and will as develop new courses and refine career pathways as needed to improve overall district program
14. Completes all Perkins Reporting as required
15. Assists in designing and maintaining the District Perkins/CTE Webpage to provide current, relevant information to the public and other interested parties.

16. Coordinates District Safety and Emergency Management planning and implementation. Including but not limited to the following:
 - a. Required School Crisis Response Planning, implementation, and professional development (AED, CPR, First Aid, active shooter, etc.).
 - b. Overseeing school safety planning and crisis procedures for safe entrance to and exit from the school by students, parents, and employees, including evacuation and lockdown plans and reports.
 - c. FEMA Incident command certifications and reports
17. Participates in developing department goals and systems
18. Recommends new approaches, policies, and procedures to effect continual improvements in the efficiency of department and services provided
19. Helps train and supervise department staff
20. Perform other duties as assigned.

TERMS OF EMPLOYMENT: Salary and work year to be established by the NWABSD Board of Education. (261 days)

EVALUATION: The performance of this job will be evaluated in accordance with the provisions of the Board Policy.

**THE NORTHWEST ARCTIC BOROUGH SCHOOL DISTRICT IS AN AFFIRMATIVE ACTION
EQUAL OPPORTUNITY EMPLOYER.**

APPLICATIONS FROM MINORITIES ARE ENCOURAGED

MEMORANDUM

TO: NWABSD Board of Education

DATE: January 25, 2023

NUMBER: 23-064

FR: Office of the Superintendent

SUBJECT: Approval of Job Name
Change, Bilingual
Instructor to Inupiaq
Instructor

ABSTRACT:

Each month various Human Resources actions occur which require Board action or cognizance.

ISSUE:

At issue is the approval of Human Resources actions.

BACKGROUND AND/OR PERTINENT INFORMATION:

On a monthly basis the administration recommends Board approval of new certified/classified hires, position reclassifications, and new or revised job descriptions. In addition, the administration informs the Board of resignations, transfers, and terminations throughout the district.

The Human Resources action item for Board approval to change Bilingual Instructor position title to Inupiaq Instructor.

ALTERNATIVES:

1. Approve the Human Resources actions as presented;
2. Disapprove the Human Resources actions as presented;
3. Take no final action.

ADMINISTRATION RECOMMENDATION:

The administration recommends the Board approve the Human Resources actions as presented.

MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: January 25, 2023

NUMBER: 23-065

FR: Office of the Superintendent

SUBJECT: Approval of Current Indian
Policies and Procedures

STRATEGIC PLAN/BOARD GOAL:

Improve Stakeholder Communication

ABSTRACT:

Board approval of the District's Indian Policies and Procedures (IPP) as required each year per Impact Aid Regulations

ISSUE:

At issue is the approval of amended Indian Policies and Procedures as required each year per Impact Aid regulations

BACKGROUND AND/OR PERTINENT INFORMATION:

Each year, the Northwest Arctic Borough School District submits the Impact Aid Application to the U.S. Department of Education. The annual application requires the submission of updated Indian Policies and Procedures. The IPP is revised and renewed after consultation with regional Tribal leaders and parents of impacted communities. The IPP meets the established federal requirements according to Section 7004 of the Impact Aid Law.

ALTERNATIVES:

1. Approve Indian Policies and Procedures as presented;
2. Disapprove Indian Policies and Procedures as presented;
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends the Board approve Indian Policies and Procedures as presented

E 6174.1 INDIAN POLICIES AND PROCEDURES

The Northwest Arctic Borough School District's goal under the Indian Policies and Procedures [IPP] is to ensure that all American Indian children of school age have equal access to all programs, services, and activities provided by the school district.

The District will establish policies and procedures to ensure that children residing on Indian lands participate in programs and activities supported by impact aid funds on an equal basis with all other children. Parents of these children will be provided an opportunity to present their views on these programs and activities, including the chance to make recommendations on the needs of those children and how the District may help these children realize the benefits of these programs and activities. Parents and Indian Tribes will be consulted and involved in the planning and development of these programs and activities. The relevant applications, evaluations, and program plans will be disseminated to the parents and the Indian Tribes.

It is the intent of the District to fully comply with all requirements of Title VIII (Impact Aid Program) of the Elementary and Secondary Education Act of 1965 (formerly [Public Law 81-874](#), amended 8/2/02), [34 CFR 222.94](#), and to that end, the Governing Board has adopted as policy these Indian Policies and Procedures (IPPs). The IPPs by intent and by School Board action supersedes all previous School Board action and are intended to bind the Governing Board, administration, and staff of the District.

ATTESTATIONS

The Northwest Arctic Borough School District attests that it has established Indian Policies and Procedures (IPPs) as required in section 7004 of the Impact Aid law for any children claimed who reside on eligible Indian lands. The IPPs have been adequately disseminated to the tribes and parents of children residing on eligible Indian lands. A copy of the current policies and procedures was attached to the FY22 Impact Aid application.

The Northwest Arctic Borough School District attests that it has provided a copy of written responses to comments, concerns, and recommendations received from tribal leaders and parents of Indian children through the Indian policies and procedures consultation process and disseminated these responses to tribal leaders and parents of Indian children prior to the submission of their FY22' Impact Aid application.

POLICIES AND PROCEDURES

The following Indian policies and procedures become effective upon school board approval.

POLICY 1: The Northwest Arctic Borough School District will disseminate relevant applications, evaluations, program plans, and information related to the District's education program and activities with sufficient advance notice to allow tribes and parents of Indian children the opportunity to review and make recommendations.

Procedure 1:

The District Administrator/designee will, as soon as reasonably possible after such information becomes available, but no later than one week in advance of any meeting, to Indian parents and Tribal officials a copy of the following documents by preferred method:

Impact Aid Current Fiscal Year application; (full application will be sent out by email)
Indian Policy and Procedures and
Evaluation of all educational programs; and
Plans for education programs the District intends to initiate or eliminate.

In addition, information regarding these materials will be included in the District's monthly newsletter, if appropriate.

Parents of Indian children, tribal officials, and the public will be given notice of all meetings related to equal participation or the content of the educational program by including information about meeting times and locations in the questionnaire to be disseminated in the fall. The location, date, and time of any meeting described above shall be posted in the same manner as a legally posted School Board meeting.

The District will disseminate information and seek timely input regarding the following programs on its educational program (including, but not limited to): Title I, Part A, Title I, Part C, Title I, Part D, Title II, Part A, Title III, Part A, Title IV, Part A, Title IV, Part B, Title V, Part B subpart 2, Title VI, Part A, subpart 1, Title VII-Impact Aid programs, Johnson O'Malley programming.

The completed applications, evaluations, and program planning will be made available to parents of Indian children through their preferred contact information which is available in the District's student information system.

Tribal officials and the Indian Education Committee will receive a prepared summary of all materials, which will be disseminated (per Tribal preferred contact method) one week in advance of public hearings held in January and April (to afford all interested parties the opportunity to review the documents with sufficient time to provide thoughtful input at the public meetings. These hearings will be publicly advertised by radio, advertisement, newsletter, or in writing to allow all interested parties to attend. In addition, representatives from the District and Indian Education Committee will schedule meetings with the local tribe to seek input.

Parents of Indian children, tribal officials, the Indian Education Committee, and any other interested persons can review assessment data to help develop or modify educational programs and services allowing for the participation of Indian students on an equal basis in the District.

Minutes from the Indian Education meetings will be posted on the District's website for all patrons and Tribal officials to review. This will allow for the ongoing dissemination of information.

POLICY (2): The Northwest Arctic Borough School District will provide an opportunity for the affected tribe or tribes and parents of Indian children to provide their views on the District's educational program and activities, including recommendations on the needs of their children and on how the District may help those children realize the benefits of the educational programs and activities.

(i) Notify tribes and the parents of Indian children of the opportunity to submit comments and recommendations, considering the tribe's preference for method of communication, and

(ii) Modify the method of and time for soliciting Indian views, if necessary, to ensure the maximum participation of tribes and parents of Indian children.

Procedure 2:

In order to allow Indian parents and tribal officials to make commentary concerning (1) the needs of their children and the ways in which they can assist them in realizing the benefits of the

education programs; (2) the overall operation of the District's education program; and (3) the degree of parental participation allowed in the same, parents of Indian children and Tribal officials will receive via preferred method of contact a questionnaire requesting their input and recommendations in the fall and will thereafter hold an annual Board meeting where such commentary may be reviewed by Indian parents, Tribal officials, and the School Board.

Indian parents and Tribal officials will be given notice of all meetings by including in the above-referred questionnaire to be disseminated in the fall semester information as to the location of legally posted School Board notices. The location, date, and time of any meeting described above shall be posted in the same manner as a legally posted School Board meeting, and all meetings are open to the public.

Once the preferred method of communication has been decided, the tribe and parents of Indian children communication method will be used throughout the consultation process. Any changes to the method will happen through additional consultation with tribes and parents. The District will, to the greatest extent possible, take the tribe's preferred method of communication into consideration for all correspondence with the tribe and the parents of Indian children.

Tribal communication preferences are as follows:

Tribe	CONTACT METHOD	MATERIAL DELIVERY
Native Village of Ambler		
Primary	(907) 717-4265	PO Box 47 Ambler AK 99786
Secondary		nativevillageofambler@gmail.com ivisappisat.org
Native Village of Buckland		
Primary	Mona @ 494-2121 After 1pm	tribeadmin@nunachiak.org or cityofbucklandalaska@gmail.com
Native Village of Deering		
Primary	(907) 363-2138	tribeadmin@ipnatchiaq.org
Native Village of Kiana		
Primary	(907) 475-2109	
Secondary		tribedirector@katyaaq.org
Native Village of Kivalina		
Primary	(907) 645-2201	tribeadmin@kivaliniq.org
Native Village of Kobuk		
Primary	tribeclerk@laugvik.org	tribeclerk@laugvik.org
Secondary	(907) 948-2217	
Native Village of Kotzebue		
Primary	?	Siikauraq Whiting (siikauraq@qira.org)
Secondary	(907) 442-3467	kotzebueira@gmail.com
Native Village of Noatak		
Primary	(907) 485-2173	tribeadmin@nautaaq.org
Noorvik Native Community		
Primary	(907) 636-2144	tribemanager@nuurvik.org
Secondary		P.O. Box 209, Noorvik, Alaska, 99763
Native Village of Selawik		
Primary	(907) 484-2165	tribeadmin@akuligaq.org
Secondary		P.O. Box 59 Selawik, AK, 99770
Native Village of Shungnak		
Primary	(907) 437-2163 437-2304 (Kathy Custer)	tribeadmin@issingnak.org
Secondary		

If the consultation participation by parents of Indian children and tribes is low, the Northwest Arctic Borough School District will re-evaluate its consultation process. Specifically, the District will take the following measures to improve or enhance participation:

- Consult with parents of Indian children and tribes
- Change communication method based on consultation
- Change the time of meetings

The Indian Education Committee (Parent Advisory Committee) of the District will meet in April of each school year for the purpose of addressing comments and concerns of parents of Indian children regarding the District's educational programs and activities. The meeting agendas shall be posted, and all meetings shall be open to the public allowing for tribal officials as well as parents of Indian children the opportunity to submit comments and recommendations for consideration.

A school board representative is a non-voting member of the Indian Education Committee (Parent Advisory Committee). This representation allows for the discussion of the needs of the students and ideas to be brought forward to both the Indian Education Committee as well as the School Board.

At each of the regularly scheduled school board meetings, a section of time is set aside for communications from the public. This is a time to offer comments and suggestions regarding programming for Indian students. In addition, two public hearings are scheduled in January and April, which are specifically devoted to addressing questions regarding federal programs. Based upon suggestions, preferred methods of communication, as well as ways to maximize participation from tribal officials as well as parents of Indian children will be seriously considered.

Information will be included in student handbooks/enrollment packets regarding opportunities to provide input to the District.

The District and Indian Education Committee representatives will schedule meetings with the affected tribe or tribes to discuss ongoing programming goals.

POLICY (3): The Northwest Arctic Borough School District will annually assess the extent to which Indian children participate on an equal 6174.1 basis with non-Indian children in the District's education program and activities.

- (i) Share relevant information related to Indian children's participation in the District's education program and activities with tribes and parents of Indian children; and
- (ii) Allow tribes and parents of Indian children the opportunity and time to review and comment on whether Indian children participate on an equal basis with non-Indian children.

Procedure 3:

The District will take the following measures to annually assess the extent to which Indian children participate on an equal basis with non-Indian children in the District's education program and activities.

- The District will monitor and calculate the ratio of Indian student participation in all academic and co-curricular activities annually based on school district data. Student participation in co-curricular activities is monitored through the District's Student Information System.
- The District will share its assessment of district funding, Indian student participation, related academic achievements, and other related data with the parents of Indian children and tribal officials through preferred contact methods, posting at tribal and school offices, and on the district website. This information will be shared at least one week in advance of any meeting.
- Parents of Indian children, tribal officials, and other interested parties may express their views on participation through direct communication with the school district, at any regular school board meeting which are held bi-monthly, and during the Indian Education Committee (Parent Advisory Committee) meetings, which are held in January and April of each school year. All meetings are open to the public, and official minutes are maintained as part of the public record.
- Annually, the District Administrator (or a designee), administrators, staff members, the Indian Education Committee (Parent Advisory Committee), Indian parents, and Tribal officials will hold a meeting to assess the extent of Indian children's participation in the educational program. At such meeting, attendees will analyze the school data and Tribal/parental commentary to determine the extent of equality of Indian children's participation with other children. This information and any reports will be made available to the parents of Indian children, tribal officials, and the Indian Education Committee (Parental Advisory Committee) via preferred method at least one week in advance and will publicly be available on the District's website.

If it is determined that there are gaps in Indian participation in the educational program or activities, the School Board, in consultation with the Indian Education Committee (Parent Advisory Committee) tribal officials and parents of Indian Children will modify its education program in such a way as to improve Indian participation.

POLICY (4): The Northwest Arctic Borough School District will modify the IPPs if necessary, based upon the results of any assessment or input described in this document.

Procedure 4:

The Northwest Arctic Borough School Board will schedule meetings in January and April to discuss the content of the IPPs, equal participation, and educational program and activities. Parents of Indian children and tribes will be notified via preferred method, email, and notification will be posted on the District's website regarding these meetings and the ability to submit comments.

The Northwest Arctic Borough School Board, in coordination with Indian Education Committee (Parent Advisory Committee) will evaluate all recommendations for any changes based on the result of assessment from all relevant input received and will make a determination of all recommended revisions.

The revised IPPs will become effective immediately upon adoption by the full School Board. The School District will disseminate copies of the revised IPPs to the Tribes and parents of Indian children via preferred method, email, and the revised policy will be publicly available on the District's website within 30 days of adoption by the Northwest Arctic Borough School Board.

POLICY (5): The Northwest Arctic Borough School District will respond at least annually in writing to comments and recommendations made by tribes or parents of Indian children and disseminate the responses to the tribe and parents of Indian children prior to the submission of the IPPs by the District.

Procedure 5:

The Northwest Arctic Borough School District will annually keep track of and assemble all comments and suggestions received through the various consultation processes. All received comments will be collected, stored, and analyzed by the Department of State of Federal Programs with consultation from other appropriate district leadership.

The Northwest Arctic Borough School District will at least annually respond in writing to comments and recommendations made by tribes or parents of Indian children, and disseminate all responses per preferred communication method to all parties and information will be made through official School Board announcements prior to the submission of the IPPs by the District.

POLICY (6): The Northwest Arctic Borough School District will provide a copy of the IPPs annually to the affected tribe or tribes.

Procedure 6:

The District will annually provide a copy of the current Indian Policies and Procedures to each local tribe via the identified preferred contact method (listed above).

APPROVED BY:

Sign & Print Name: Tribal Official

Dated

Sign & Print Name: Superintendent

Dated

Sign & Print Name: School Board President

Dated

Updated January 2023

MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: January 25, 2023

NUMBER: 23-066

FR: Office of the Superintendent

SUBJECT: Approval of Resolution 23-002 Support of Legislative Requests

ABSTRACT:

The administration requests a resolution from the School Board supporting the FY2024 Legislative Request for ATC family housing.

ISSUE:

Legislative requests for state funding are to be submitted annually using the CAPSIS online system. A resolution of support of the School Board identifying the prioritized funding requests improves the chances of project funding.

BACKGROUND AND/OR PERTINENT INFORMATION:

The annual State funding requests are to be submitted to the Legislature by mid-February. A resolution in support of this project is needed to support the CAPSIS application. The construction of a 6-plex for family housing for the Alaska Technical Center is the District's highest priority capital need for state funding. District property in Kotzebue is available for the project. The project has been designed to 65% and is shovel ready for design-build procurement. The total project cost is estimated at \$7,380,000.

Applications with a commitment of shared funding also have improved chances of funding. The District is actively pursuing other sources of funding to support the project and to supplement state funding.

The Administration requests approval of the resolution supporting development of ATC family housing and commitment of providing a portion of the project costs either through District funds or other grant sources.

ALTERNATIVES

1. Support Resolution 23-002 requesting FY24 Legislative funding for ATC family housing, as presented.
2. Modify Resolution 23-002 requesting FY24 Legislative funding for ATC family housing.
3. Do not support Resolution 23-002 requesting FY24 Legislative funding for ATC family housing, as presented.

ADMINISTRATION'S RECOMMENDATION

The administration recommends support of Resolution 23-002, as presented.

Resolution 23-00

A Resolution of the Northwest Arctic Borough School District supporting FY 2023 Legislative Capital Requests

WHEREAS, the Alaska State Legislature annually considers worthy projects for inclusion in the capital budget,

WHEREAS, the Northwest Arctic Borough School District, has an on-going Six Year Capital Improvement Program which prioritizes physical plant requirements needed to support the District's educational programs and keep the Schools in the District in safe and functional operating order,

WHEREAS, the Northwest Arctic Borough School District has operated the Alaska Technical Center since 1981 to provide adult vocational/technical training school designed specifically to meet the workforce demands of rural Alaskans.

WHEREAS, the ATC provides core training programs, employer-designed short courses and Alaska Adult Education/GED. Programs include construction trades technology, health occupations, process technology, culinary arts, mill working and heavy equipment operation.

WHEREAS, the student population includes residents from all sectors of Alaska and of all age groups. A majority of our students are from rural communities throughout Alaska.

WHEREAS, the ATC dormitory can only house individual students, there is limited opportunity for students with families to participate in longer term ATC training opportunities.

WHEREAS, a family housing units would increase vocational education opportunities for adults with families increasing employment opportunities for this segment of the rural population,

WHEREAS, the NWABSD has available property of the construction of a 6-plex,

WHEREAS, the project is shovel ready designed to the 65% level to support design-build procurement,

WHEREAS, the NWABSD has extensive successful experience managing complex design-build construction projects.

NOW, THEREFORE BE IT RESOLVED: that the Northwest Arctic Borough School District endorses the Administration in the submission a Legislative Request to fund construction of a 6-plex family housing unit in Kotzebue:

PROJECT TOTAL	STATE SHARE	LOCAL PARTICIPATION
\$7,380.000		

PASSED, APPROVED and ADOPTED BY THE SCHOOL BOARD OF THE NORTHWEST ARCTIC BOROUGH SCHOOL DISTRICT THIS 31st DAY OF JANUARY 2023, AT A DULY CONVENED REGULAR MEETING AT WHICH A QUORUM WAS PRESENT AND VOTING:

ATTEST:

Margaret Hansen, NWABSD Board Chairperson

Tillie Ticket, Secretary NWABSD Board of Education

REVISED MEMORANDUM

TO: NWABSD Board of Education

DATE: January 25, 2023

NUMBER: 23-067

FR: Office of the Superintendent

SUBJECT: Approval of Human Resources

ABSTRACT:

Each month various Human Resources actions occur which require Board action or cognizance.

ISSUE:

At issue is the approval of Human Resources actions.

BACKGROUND AND/OR PERTINENT INFORMATION:

On a monthly basis the administration recommends Board approval of new certified/classified hires, position reclassifications, and new or revised job descriptions. In addition, the administration informs the Board of resignations, transfers, and terminations throughout the district.

The Human Resources action item for Board approval of the certified new hires District Office, ATC, Ambler, Deering, Kivalina, June Nelson Elementary School, Kotzebue Middle/High School, Noorvik, Kiana, Selawik; certified new hire FY24 KMHS; classified new hires Deering, Noatak, and June Nelson Elementary School. Human Resources non action items are classified resignation from District Office and Deering; certified resignations from Buckland, Kobuk and Selawik; certified transfer requests Selawik to Buckland.

The Human Resources submitted an addendum to include additional certified FY24 new hires, certified FY23 new hires and a classified FY23 new. See attached addendum.

ALTERNATIVES:

1. Approve the Human Resources actions as presented;
2. Disapprove the Human Resources actions as presented;
3. Take no final action.

ADMINISTRATION RECOMMENDATION:

The administration recommends the Board approve the Human Resources actions as presented.

**Human Resources
January 2023**

I. The administration recommends approval of the following action items:

- a) Certified new hires FY23
- b) Classified new hires FY23

a) The administration recommends approval of the following FY23 Certified New Hires

LOCATION & DATE	NAME	POSITION
<u>DO</u>		
02/02/2023	John Bruce	Asst. Director HR
<u>ATC</u>		
11/1/2022	Gary Perkins.	Asst. Director ATC/STAR
<u>AMBLER</u>		
1/3/2023	Mark Sommer	Teacher
<u>DEERING</u>		
1/3/2023	Timothy Caraway	Teacher
<u>KIVALINA</u>		
1/3/2023	Ronald Malcolm	Asst. Principal
<u>JNES</u>		
1/3/2023	Katie Hansen	Teacher
1/16/2023	Elizabeth McPadden	Teacher
<u>KMHS</u>		
12/5/2023	Conrad Kerber	Teacher
1/9/2023	Angela Taylor	Asst. Principal
<u>NOORVIK</u>		
1/3/2023	Tamara Milner	Teacher
<u>KIANA</u>		
1/3/2023	Scott Baker	Teacher
<u>SELAWIK</u>		
1/3/2023	Kamara Barclay	Teacher
1/16/2023	Jeff Alexander	Teacher
12/6/2022	Karen Neptune	Teacher

b) The administration recommends approval of the following FY23 Classified New Hires:

LOCATION&DATE	NAME	POSITION
<u>DEERING</u>		
12/8/2022	Sophie Hadley	Aide
1/3/2023	Kelly Caraway	Aide
<u>NOATAK</u>		
11/28/2022	Peter Stalker-Norton	Aide
<u>JNES</u>		
1/3/2023	Kelly Lane	Aide
1/12/2023	Paris McConnell	Aide

II The administration reports the following non-action items:

- a. Classified Resignations
- b. Certified Resignations
- c. Certified Transfers

a) The administration reports on the following classified resignations:

LOCATION & DATE	NAME	POSITION
<u>DEERING</u>		
1/3/2023	Robert Iyatunguk	Aide
<u>DO</u>		
11/14/2022	Denise Koutchak-Craggette	Staff Devel Spec

b) The administration reports on the following certified resignations:

LOCATION&DATE	NAME	POSITION
<u>DO</u>		
6/30/2023	Dana Orton.	Director Curriculum/Inst.
<u>BUCKLAND</u>		
11/27/2022	Stephen Lindsey	Teacher
11/10/2022	Stephen Johnston	Teacher
<u>SELAWIK</u>		
1/31/2023	Karlee Fillmore	Teacher

c) The administration reports on the following certified transfer requests:

LOCATION&DATE	NAME	POSITION
<u>WLK to BKC</u>		
2/1/2023	Karen Neptune	Teacher

**ADDENDUM
Human Resources
January 2023**

I. The administration recommends approval of the following action items:

- a) Certified new hires FY24
- b) Certified new hires FY23
- c) Classified new hires FY23

a) The administration recommends approval of the following certified new hires FY24:

LOCATION&DATE	NAME	POSITION
---------------	------	----------

AMBLER

8/10/23	Grace Felisilda	Teacher
---------	-----------------	---------

BUCKLAND

8/10/2023	Danica Mae Cleopas	Teacher
8/10/2023	Weismly Pangilinan	Teacher
8/10/2023	Evelyn Cortes	Teacher

KIANA

8/10/2023	Jilbert Jaurigue	Teacher
-----------	------------------	---------

KIVALINA

8/10/2023	Farolito Arbiol	Teacher
-----------	-----------------	---------

NOORVIK

8/10/2023	Ronnie Hawley	Teacher
8/10/2023	Silmarie Actub	Teacher

JNES

8/10/2023	Nicole Pugh	Teacher
8/10/2023	Edilyn Medina	Teacher

KMHS

8/10/2023	Tracey Hyatt	Teacher
8/10/2023	Ethan Allison	Teacher
8/10/2023	Christopher Parker	Teacher
8/10/2023	Jusan Catalan	Teacher

b) The administration recommends approval of the following certified new hires FY23:

LOCATION	NAME	POSITION
----------	------	----------

KMHS

10/18/2022	Geoffrey Frix	Teacher
10/10/2022	Kathryn Self	Asst. Principal

c) The administration recommends approval of the following Classified new hires FY23:

LOCATION	NAME	POSITION
----------	------	----------

DO

2/13/23	Rachel Belamour	Asst. HR Officer
---------	-----------------	------------------

MEMORANDUM

TO: NWABSD Board of Education
Members

DATE: January 31, 2023

NUMBER: 23-068

FR: Office of the Superintendent

SUBJECT: Approval of Remote
Learning (as needed) at
Kisimġiugtuq School

STRATEGIC PLAN/BOARD GOAL:

Student Learning: Strengthen student progress

ABSTRACT:

Board support of 'as needed' remote learning at Kisimġiugtuq School is requested.

ISSUE:

At issue is the Board's approval of the use of remote learning (as needed) at Kisimġiugtuq School.

BACKGROUND AND/OR PERTINENT INFORMATION:

At Kisimġiugtuq School, The Northwest Arctic Borough School District would like to incorporate remote teaching to ensure continued education when road/weather and/or infrastructure conditions make in-person learning at Kisimġiugtuq School an impossibility.

ALTERNATIVES:

1. Approve of remote learning (as needed) at Kisimġiugtuq School as presented.
2. Disapprove of remote learning (as needed) at Kisimġiugtuq School as presented.
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The administration recommends board approval of remote learning (as needed) at Kisimġiugtuq School.

MEMORANDUM

TO: NWABSD Board of Education

DATE: January 31, 2023

NUMBER: 23-069

FR: Office of the Superintendent

SUBJECT: Approval of 2023-2026
Superintendent Contract

ABSTRACT:

The board shall employ or contract for a Superintendent. Board member approval of revisions to the Superintendent contract is required.

ISSUE:

At issue is the Board's consideration to revise the current contract between NWABSD and Superintendent Terri Walker.

BACKGROUND AND/OR PERTINENT INFORMATION:

The Superintendent is requesting a revision of the contract between NWABSD and Superintendent Terri Walker, July 01, 2023, to June 30, 2026. All other contract provisions remain the same. The contract incorporates Superintendent Terri Walker's previously approved salary increase to \$175,000.

ALTERNATIVES:

1. Approve the 2023-2026 Superintendent contract as presented.
2. Disapprove the 2023-2026 Superintendent contract as presented.
3. Take no final action.

ADMINISTRATION'S RECOMMENDATIONS:

The administration recommends Board approval of the 2023 - 2026 Superintendent's contract as presented.

Employment Contract
Between
Terri Walker
and the Governing Board of the
Northwest Arctic Borough School District

This Employment Contract is made and entered into effective the ____ day of February, 2023, by and between the Governing Board of the Northwest Arctic Borough School District of Kotzebue, Alaska, hereinafter referred to as the “Board,” and Terri Walker, hereinafter referred to as “Superintendent.”

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability within the School District which the Board believes generally improves the quality of its overall educational program; and

WHEREAS, the Northwest Arctic Borough School District Board of Education and the Superintendent believe that a written employment contract is necessary to describe specifically their relationship to serve as a basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the schools.

WHEREAS, the Northwest Arctic Borough School District has employed Superintendent pursuant to an Employment Contract validated on October 10 and 14, 2021 and an Addendum to the Contract dated July 12 and 13, 2022. It is the intent of the parties to extend the term of the Superintendent’s employment and incorporate the July 2022 Addendum into this revised contract effective July 1, 2023, which shall supersede the October 2021 Employment Contract and July 2022 Addendum.

NOW, THEREFORE, the Board and the Superintendent, for the consideration herein specified, agree as follows:

1. Term. The Superintendent shall be employed as Superintendent of the Northwest Arctic Borough School District (NWABSD) for a period of three (3) years, beginning July 1, 2023, and ending June 30, 2026.

2. Responsibilities of the Superintendent.

a. The Superintendent shall have charge of the administration of the schools under the direction of the Board. He or she shall be the chief executive officer of the

District and shall administer the District in accordance with all applicable statutes, ordinances, regulations, Board policies, and/or written directives of the Board. The Superintendent shall attend all meetings of the Board unless excused by the Board President, advise and make recommendations to the Board on all matters that come before the Board for action, from time to time suggest policies, regulations, rules and procedures deemed necessary for the well ordering of the School District, and generally perform all duties incident of the office of the Superintendent and such other duties as may be prescribed by the Board from time to time.

b. The position of the Superintendent is located in Kotzebue, Alaska. The parties recognize that the Superintendent's presence in the District, and regular visits to school sites outside of Kotzebue, is critical for the continuing success of the District and to reflect consistent leadership in the District. The Superintendent will be expected to visit each District school site at least once during each academic year. The Superintendent will inform the Board President in advance of any absence from the District in excess of ten (10) days.

c. The Superintendent acknowledges that the proper performance of his or her duties will include some work outside of normal school hours, over weekends, and during school holidays. When the Superintendent is not available in person or by telephone, he or she shall designate an administrator-in-charge, and inform the Board President and other appropriate administrators of that designation.

d. The Superintendent will devote his or her full time to the duties herein prescribed and shall accept no other employment and no other commitment to any other board or committees outside his or her employment with the district without first obtaining the written consent of the Board.

e. The Superintendent shall obtain a complete medical examination annually and provide certification to the Board that the Superintendent is in good health and able to perform the functions of the job. Expenses incurred in obtaining such examinations shall be reimbursed according to the terms of the District's health care plan.

3. Evaluation. The Superintendent's job performance shall be evaluated by the Board at least once a year during the term of this contract in accordance with Board policy. The results of the evaluation will be reduced to writing and provided to the Superintendent, with a copy placed in the Superintendent's personnel file. The evaluation may be reviewed with the Board and a plan of improvement may be implemented.

4. Compensation.

a. Salary. The Superintendent shall receive a gross annual salary of \$175,000.00 which is to be paid to the Superintendent in installments of one-twelfth of the annual salary rate on the last working day of each month.

b. The Board and the Superintendent may mutually agree to adjust the salary of the Superintendent during the term of this contract. Any adjustments in salary made during the term of this contract shall be in the form of an amendment and become part of this contract.

5. Vacation and Other Benefits.

a. The Superintendent shall receive thirty (30) days of annual leave. Accrued but unused annual leave may accumulate up to a maximum of thirty (30) days. Accrued annual leave shall be paid off at the rate of \$670.49 per day of accrued but unused leave (the “daily rate”), upon termination of this contract. Up to twenty (20) days of unused annual leave may be paid off at the daily rate at the end of each contract year upon the written request of the Superintendent. Use of annual leave of five (5) days or more at a time shall be subject to advance notice to and approval by the Board. Any time the Superintendent will be out of the District she shall notify the full Board via email.

b. The Superintendent shall accrue sick leave at the rate of 1 and 1/3 days per month in accordance with 4 AAC 15.040.

c. The Superintendent shall be entitled to eleven (11) recognized non-working holidays.

d. The Superintendent will be provided with group health, audio, visual, and dental insurance for Superintendent and dependents on the same terms provided for certificated employees of the District. [currently not specified]

e. The District will provide life insurance coverage in the amount of \$500,000.

6. Membership and Professional Conferences. The Board shall pay the cost of membership dues for the Superintendent’s membership to the Alaska Association of School Administrators.

7. Expenses. The Board shall pay for transportation, business and hotel costs incurred on behalf of the Superintendent in the continuing performance of his or her duties as provided in this section. Out of district travel shall be subject to advance approval by the Board. Unexpected travel may be approved by the President with notification to the full Board. Travel expenses of the Superintendent while on necessary District business, including travel, lodging and per diem, shall be paid according to District policy where such travel has been approved by the Board. In-district travel expenses will be paid according to District policy. Per diem rate when on official travel status shall be the Board's established rate.

8. Certification. The Superintendent shall have and maintain a valid Alaskan Administrative certificate with Superintendent endorsement for the duration of this contract.

9. Professional Liability. The Board shall insure or indemnify and protect the Superintendent in any legal action brought against Superintendent by third parties arising out of Superintendent's performance of official duties under the direction of the Board and in the course and scope of his or her employment as Superintendent as provided in Alaska Statute 14.12.115. The Board shall not, however, be required to pay any costs of any legal proceedings in the event the Board and the Superintendent have adverse interests in such litigation.

10. Termination. This contract may be terminated by the following causes, in which event all terms of this contract shall cease:

a. Mutual written agreement of the parties.

b. This contract may be terminated without liability to the District should the Superintendent fail to discharge, due to incapacity, disability, or otherwise, the material obligations assumed hereunder, for any cause specified in AS 14.20.170, or because of an objectively reasonable loss of trust in the Superintendent by the Board. Failure to adequately perform the duties of Superintendent as described in the Board's Policy Manual or as implied from the general duties normally performed by a Superintendent of Schools shall be deemed a material breach of this contract and cause for termination. Termination for cause may take place only following a hearing before the School Board. The Board shall provide the Superintendent with a statement of cause at least ten (10) days before the hearing. The statement of cause shall set forth the time, date, and place of the hearing, and shall set forth the grounds for the proposed termination with sufficient specificity to provide the Superintendent a reasonable opportunity to respond. The Superintendent shall have the right to be accompanied by legal counsel, to hear and refute

testimony against him or her, to bring witnesses to testify on his or her behalf, and to cross-examine any witnesses against him or her. The cost of Superintendent's legal counsel shall be paid for by the Superintendent, and the District shall have no liability for any legal costs or fees incurred. If the decision to terminate shall be rescinded as a result of such hearing, the Superintendent shall be reinstated and any lost salary and benefits restored to him or her.

c. The Board may unilaterally terminate this contract at its option by providing the Superintendent thirty (30) days' written notice of termination. In the event of such termination, the Superintendent shall be paid, as severance pay, the sum of \$50,000 or an amount equal to the remaining annual salary due the Superintendent for the contract year in which notice is given, whichever is less. This payment is to be made not later than the tenth calendar day after the actual date of unilateral termination.

11. Conformity to Law. If any provision of this contract is held to be contrary to law by a court of competent jurisdiction, such provision shall have effect only to the extent permitted by law, but all other provisions shall remain in full force and effect.

12. Oath of Office. By signing this contract, the Superintendent subscribes to the following oath or affirmation: *"I do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of Alaska, and that I will faithfully discharge my duties as Superintendent to the best of my ability."*

ACCEPTANCE

I hereby accept this offer of employment and conditions contained herein.

Date: _____
_____ Terri Walker

The above statements were sworn and subscribed before me this _____ day of _____, 2023.

Notary Public in and for Alaska
My Commission Expires: _____

DISTRICT VALIDATION

The above employment contract of Terri Walker is validated on behalf of the Northwest Arctic Borough School District.

Date: _____
Board Member

Date: _____
Board Member

The above statements were sworn and subscribed before me this _____ day of _____, 2023.

Notary Public in and for Alaska
My Commission Expires: _____

MEMORANDUM

TO: NWABSD Board of Education

DATE: January 31, 2023

NUMBER: 23-070

FR: Office of the Superintendent

SUBJECT: Approval of MOA,
Rescon

ABSTRACT:

Board approval is required for expenditures that exceed \$50,000.

ISSUE:

At issue is board approval for Rescon heating fuel spill clean up for Noorvik and Kivalina schools, for an amount not to exceed \$140,693.00.

BACKGROUND AND/OR PERTINENT INFORMATION:

In spring of 2022, the district had fuel spills in the Kivalina old teacher housing, and in Noorvik behind the teacher housing 6-plex that is on the hill. Rescon was brought in to assess the spills and make a plan to monitor and or dispose of the spilled heating fuel. They have been working directly with the ADEC on the two spills and have a cost for both villages.

ALTERNATIVES:

1. Approve the administration's request to pay Rescon for there continued efforts at each site in the amount not to exceed \$140,693.00 as presented.
2. Disapprove the administration's request to pay RESCON for their continued efforts at each site, as presented.
3. Take no final action.

ADMINISTRATION'S RECOMMENDATION:

The Administration recommends Board approval of the MOA with Rescon as presented.

January 17, 2023



Brandon Blackham
Director of Property Services
Northwest Arctic Borough School District
PO Box 57
Kotzebue, AK 99752

Re: Noorvik Winter Indoor Air Sampling – Scope of Services and Rate of Charges

Dear Mr. McConnell,

Rescon Alaska LLC (Rescon) has developed this Scope of Services and Rate of Charges on behalf of the Northwest Arctic Borough School District (NWABSD) to detail indoor air monitoring activities to be performed in response to site investigation and sampling activities performed during 2022 spill response activities.

Scope of Services:

Task 1 – Remedial Action Plan Addendum

Rescon will incorporate an Addendum to the current Remedial Action Plan that was developed for the initial spill response investigation and sampling activities. The addendum will include discussion of the methodology to be utilized for the collection of winter indoor air samples, to assess the risk to human health for residents of the apartment complex.

Task 2 – Winter Indoor Air Sampling

Upon receipt of ADEC approval of the work plan addendum, one Rescon environmental scientist will travel to the site from Anchorage, Alaska to collect analytical indoor air samples to assess and verify the impact to indoor air quality inside the apartment complex. Samples collected during the August investigation effort detected naphthalene at concentrations above ADEC target levels for indoor air quality. The objective of the winter indoor air sampling is to verify the presence or absence of indoor air contaminants during a period of reduced ventilation from outside air.

Rescon will collect three 24-hour indoor air samples from various locations inside the structure. The samples will be collected into 100%-certified, 6-liter stainless steel Summa canisters to ensure the data is representative of the daily conditions in the buildings. ALS Environmental of Simi Valley, California, will provide the sampling hardware and analyze the samples for volatile organic compounds (VOCs) using EPA Method TO-15. In addition, one sample will be analyzed for fixed gasses by Method ASTM D-1946.

Task 3 - Reporting

Following completion of the winter indoor air monitoring event, Rescon will prepare a letter report that summarizes the analytical results and details the field activities and observations. The report will include recommendations for further remediation activities, if needed.

Assumptions:

1. Additional costs may apply for delays to project not the fault of Rescon Alaska (i.e., excessive weather conditions, site access issues, etc.).
2. ADEC approves the proposed investigation approach and sample suite.
3. All analytical samples will be submitted to the laboratory on a standard turnaround time basis.
4. Lodging and personnel vehicles/transportation for Rescon field staff will be supplied by NWABSD.

Rate of Charges:

The costs to conduct the above scope will be charged as follows:

Task 1 – Project Planning	Lump Sum Cost:	\$2,280
Task 2 – Winter Indoor Air Monitoring	Lump Sum Cost:	\$7,019
<u>Task 3 – Reporting</u>	<u>Lump Sum Cost:</u>	<u>\$3,630</u>
		TOTAL BASE COST: \$12,929

A detailed rate of charges is attached as Table 1.

Project Authorization:

Rescon Alaska requires authorization in spaces provided at the end of this letter.

Please feel free to contact me with questions or concerns.

Respectfully Submitted,

Zack Kirk
Senior Environmental Scientist
Rescon Alaska, LLC

**Authorized and Accepted by:**

Name: Brandon Blackham

Signature: Brandon Blackham

Title: Director Property Services

Date: 1-26-2023

Attachments:

Table 1 – Rate of Charges

Attachment A - General Terms and Conditions

Attachment B – Rescon Alaska, LLC Statement of Qualifications

ATTACHMENT A
RESCON ALASKA, LLC
GENERAL TERMS AND CONDITIONS

The following Terms and Conditions govern the work to be performed by Rescon Alaska, LLC ("Consultant") for the client ("Client") identified in the accompanying proposal. By accepting the proposal or authorizing any portion of the work to be performed by the Consultant (the "Agreement"), client shall accept these Terms and Conditions, as if they had been set forth in full in the proposal.

1. **Performance:** Consultant shall perform the services set forth in the Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in similar locations and under similar conditions. Client acknowledges that Consultant has made no expressed or implied representations, guarantees or certifications regarding the results to be achieved upon the completion of the services set forth in the Agreement.
2. **Payment:** All invoices submitted by Consultant shall be immediately due and shall be payable within fifteen (15) days after their receipt by Client. Any invoice not paid by that time shall be subject to interest at a rate not exceeding one-and-one-half percent (1.5%) per month. Client shall notify Consultant in writing objecting to any charges that it does not believe are accurate or appropriate, within fifteen (15) days after receiving the invoice containing such charges. Any remaining charges that are not in dispute shall be considered valid, due and owing to Consultant. If any invoice becomes more than thirty (30) days past due, Consultant reserves the right to terminate any contract underlying to or relating to the invoice without incurring any liability to the Client. Client agrees to pay for all of Consultant's services, expenses and fees (including fees from Consultant's vendors at a rate of cost plus fifteen percent) up to and including the termination date. Client also agrees to pay for all costs associated with collecting the amounts due under the invoice, including, without limitation, attorney fees.
3. **Changes:** The Agreement may not be changed or altered except by further written agreement between the parties. The parties acknowledge that changes in the condition of property, in the information that is known with respect to the property, the scope of work requested by client or to the applicable law may occur after the Agreement was executed by the parties but before the completion of the services by Consultant under that Agreement. If these or any other changes occur, the Agreement shall be amended to provide for additional Consultant compensation commensurate with the nature and scope of the change(s).
4. **Client Cooperation:** Client agrees to fully cooperate with Consultant in the performance of its obligations hereunder. In addition to providing or securing access to the property, Client shall provide Consultant with all information in its possession or under its control that is relevant or material to Consultant's scope of work, including but not limited to reports, maps, data, site plans, communications with regulating authorities, material safety data sheets, hazard communication plans, due care plans, surveys, previous environmental reports, or any other documents that evidence the existing condition or proposed use of the property ("Client Information"). Consultant shall not be responsible or held liable for any inaccurate or incomplete information provided by Client, or for any information withheld by Client. Consultant shall not be responsible or liable for any incorrect or erroneous statements made by any governmental entity or third party upon which Consultant relies in the performance of the services hereunder. Client further agrees, upon request of Consultant, to disclose or have marked by an appropriate entity the location of all underground utilities or improvements. Client shall indemnify Consultant pursuant to paragraph 12 hereunder from any loss resulting from damage to underground utilities.
5. **Confidentiality:** Consultant shall retain as confidential all information and data furnished to it by Client. Consultant shall not disclose any confidential Client information to any third party except as directed by Client, ordered pursuant to court order or required by law.
6. **File Retention:** Consultant shall maintain client files, including copies of any reports, for a period not to exceed three (3) years after completion of the services pursuant to the Agreement. Unless otherwise requested by Client, Consultant may destroy any files after three (3) years. In the event that Client desires to have its files returned to it at that time, it shall so notify Consultant in writing and Client shall bear all costs and expenses that Consultant may incur in closing and transferring those files to Client. Consultant may retain one copy of any report for its files.
7. **Final Product:** Client acknowledges that any report prepared hereunder reflects the condition of the property to the extent information is known or reasonably ascertainable to Consultant at the time the report is issued. Any material change in use or condition of the property after the report is completed shall immediately terminate any findings or conclusions of the report that are contrary to the use or condition of the property as of the date the report was completed. Any information that Client becomes aware of after the report is completed, but which was not provided to Consultant prior to the issuance of the report, that would materially alter the findings or conclusions contained therein shall be immediately made known to Consultant. Consultant shall have the opportunity to revise the report to include or take account of the newly

- provided information. Consultant may charge Client on a time and materials basis for reviewing and analyzing the newly provided information, and for all costs associated with revising the report. Such additional compensation shall be based upon Consultant's then current published rates for time and materials.
8. **Right of Entry:** Client shall obtain or grant Consultant, including its personnel and contractors, lawful access to all property as may be necessary for Consultant to complete its obligations under the Agreement. Such access shall include the right to perform and complete all acts, investigations, assessments, studies, evaluations, delineations or other actions required under the Agreement.
 9. **Delays or Increased Costs:** Consultant shall use commercially reasonable efforts in performing its obligations under the Agreement in a timely manner. Consultant shall not be held responsible for any delays or increased costs caused by or attributable to: a) the failure by Client (including its employees, contractors or agents) to provide Consultant with Client Information; b) the failure by Client to provide or arrange for Consultant's access to the property or to any other documents, material, information or contractors; c) the failure of Client to secure the cooperation of any necessary third party; d) any act of God, labor trouble, fire, act of governmental authority, inclement weather or other force majeure condition; e) the discovery of unanticipated site conditions (including, but not limited to hazardous substances); or f) any other reason that is beyond Consultant's ability to control. In the event Consultant, for any reason listed herein, is unable to complete its obligations under the Agreement, it shall be given a reasonable amount of time to complete those obligations once the underlying condition is remedied. In the event one or more condition listed herein necessitates a change in the scope of work under the Agreement, Consultant shall be entitled to additional compensation for any additional efforts that may be required, based upon a time and materials basis. Such additional compensation shall be based upon Consultant's then current published rates for time and materials.
 10. **Termination:** This Agreement may be terminated by either party upon fifteen (15) days written notice. In the event this Agreement is terminated by Client, Consultant shall be entitled to payment in full for all activities completed as of the date termination becomes effective. Any payment to which Consultant is entitled shall be calculated on a time and materials basis, based upon Consultant's then current published rates for time and materials.
 11. **Indemnification:** Client shall indemnify, protect and hold harmless Consultant, its owners, agents, officers, directors, employees, subcontractors and agents from and against any and all liability, claims, demands, losses, damages, expenses, fines, levies and costs, including actual attorneys fees, whether direct, indirect or consequential, arising out of, related to or otherwise resulting from Consultant's performance under the Agreement. All claims brought against Consultant, relating to the Agreement or otherwise, whether based upon contract, tort, statute or otherwise, must be brought within one (1) year from the completion of the services under the Agreement or they shall be forever barred.
 12. **Insurance and Limits of Liability:** Consultant shall procure and maintain, at its own expense, during the term of the Agreement, such insurance as may be required by law. Consultant's liability for any claimed damages arising out of or related to any services provided under the Agreement shall be limited to the amounts, limits, exclusions and conditions of the insurance maintained by Consultant. In no event shall Consultant be liable for any claims based upon contract or tort for any loss of business opportunity, profits or any special, incidental, consequential or punitive damages.
 13. **Lien:** In order to secure payment of the amounts for which it has contracted hereunder, including amounts that it may have advanced in furtherance of its obligations under the Agreement between Consultant and Client, Consultant hereby notifies Client that it intends to utilize any rights that it may have under Alaska Statutes. Client hereby authorizes Consultant to execute and record on its behalf any and all documents (including any applicable lien waivers or releases) necessary or desirable to comply with the law.
 14. **Compliance with Laws:** With respect to the services provided to Client hereunder, Consultant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations duly promulgated. Client represents that it possesses all necessary permits, licenses and permissions for the continuation of Consultant's activities at the property.

Noorvik Teacher Housing Spill Response - 2023
Northwest Arctic Borough School District
Noorvik, Alaska

Task 1 - Project Planning						
Task 1 - Labor Costs:						
	Project Manager	Associate Scientist	Drafter	Admin	Totals	
Hourly Rate	\$120.00	\$95.00	\$85.00	\$40.00		
Project Management / ADEC Coordination / Meeting Support	4	4	0	2	\$940	
Drafting Work Plan Addendum	2	8	4	0	\$1,340	
Labor Total					\$2,280	
TASK 1 - LUMP SUM COST						\$2,280

Task 2 - Winter Indoor Air Monitoring						
Task 2 - Labor Costs:						
	Project Manager	Associate Scientist	Enviro Technician	Admin	Totals	
Hourly Rate	\$120.00	\$95.00	\$85.00	\$40.00		
Project Management	4	4	0	0	\$860	
Mobilization / Demobilization	0	6	0	4	\$730	
Indoor Air Monitoring	0	30	0	0	\$2,850	
Labor Total					\$4,440	
Task 2 - Direct Costs:						
Item	QTY	Units	Rate	Markup	Total	
Roundtrip Airfare (ANC to OTZ)	1	Each	\$325	1.00	\$325	
Roundtrip Airfare (OTZ to Noorvik)	1	Each	\$380	1.00	\$380	
Freight Shipping	50	Lbs	\$1	1.05	\$53	
Consumables	1	Each	\$200	1.05	\$210	
Per Diem (Meals - 3 Days)	3	Day	\$110	1.00	\$330	
Indoor Air Sampling - Direct Costs						
VOCs by EPA Method TO-15	4	EA	\$230.00	1.05	\$966	
Fixed Gases by Method ASTM D-1946	1	EA	\$100.00	1.05	\$105	
Air Sample Shipping (ANC to Simi Valley, CA)	1	Each	\$200	1.05	\$210	
Direct Cost Total					\$2,579	
TASK 2 - LUMP SUM COST						\$7,019

Task 3 - Reporting						
Task 4 - Labor Costs:						
	Project Manager	Associate Scientist	Drafter	Data Review	Admin	Totals
Hourly Rate	\$120.00	\$95.00	\$95.00	\$100.00	\$40.00	
Report Preparation	4	24	2	6	2	\$3,630
Labor Subtotal					\$3,630	
TASK 3 - LUMP SUM COST						\$3,630

TOTAL COST						\$12,929
-------------------	--	--	--	--	--	-----------------

January 17, 2023



Brandon Blackham
Director of Property Services
Northwest Arctic Borough School District
PO Box 57
Kotzebue, AK 99752

Re: Kivalina Spill Response – Scope of Services and Rate of Charges

Dear Mr. Blackham,

Rescon Alaska LLC (Rescon) has developed this Scope of Services and Rate of Charges on behalf of the Northwest Arctic Borough School District (NWABSD) to detail environmental activities to be performed at the former teacher's housing heating oil spill site in Kivalina, Alaska. This Scope of Services presents our recommended approach for follow-up remedial activities in addition to management and disposal of contaminated soils generated during 2022 remedial activities.

Project Background:

The recommended remedial action and waste management alternatives in this scope of services were generated based on field observations and analytical data collected during Rescon's environmental investigation at the site in August 2022.

During the field activity, Rescon excavated approximately 120 cubic yards of contaminated surface and near surface soil in vicinity of the release. The soil was placed into a temporary stockpile to the south of the site and covered with liner. Additionally, several investigation test pits were advanced around the perimeter of the point of release in order to identify the lateral extent of the impact in the subsurface soil and groundwater. A detail of the investigation locations and the approximate extent of the resulting subsurface soil and groundwater contamination is displayed on the attached Figure 1. The full extent of impact was not able to be defined due to the presence of existing structures and utilities.

The Alaska Department of Environmental Conservation (ADEC) is the regulatory agency overseeing the remedial response. Following receipt of the initial observations and analytical data from the site investigation effort, the ADEC Project Manager requested a remedial action plan to address the remnant contaminated media and manage the excavated source area soil.

Scope of Services:**Remedial Action Plan**

Rescon will develop a follow-up Remedial Action Plan to detail environmental services to be performed in support of site restoration and monitoring. Rescon will interface closely with the ADEC Project Manager and NWABSD representatives to enable a timely approval of the selected remedial strategy and ensure the necessary logistical preparations for a successful project execution. The plan will outline the remedial strategy for managing remaining contamination in the soil and groundwater, and will include an approach for the management and disposal of the contaminated soils currently stockpiled on site. The plan will be developed in accordance with Title 18 Alaska Administrative Code, Chapter 75 Oil and Hazardous Substances Pollution Control, dated November 2021.

The remedial activities proposed in the following tasks were developed to address ADEC's requirements for the site. Task 1 was developed to monitor the remnant contamination in the subsurface soil and groundwater. Task 2 was developed to manage the excavated soil stockpile.

Task 1 – Free Product Recovery and Monitoring Well Installation

The August 2022 source area excavation effort was able to remove the extent of the surface and near surface (i.e. 1 ft to 3 ft below ground surface) contamination to mitigate the direct contact human health exposure concern. However, the much larger extent of the contaminant spread in the subsurface soil and water table in vicinity of existing infrastructure makes further removal excavations infeasible and not cost effective. As a result, Rescon proposes a free product recovery solution with monitoring wells. This solution would consist of the installation of a free product skimmer pump in the center of the source area to recover the remnant fuel surrounded by groundwater monitoring wells for tracking the condition of the attenuation of the contaminant plume.

This remedial solution could be conducted under a single mobilization. The recovery system and monitoring wells would be installed at the beginning of the summer after the ground has thawed. Following installation, Rescon would coordinate with NWABSD staff to operate the pump system until freeze up. In addition to the skimmer pump system, Rescon would install up to five monitoring wells for the purposes of monitoring the condition of the groundwater plume.

Task 2 – Treatment of Contaminated Soil Via Landfarming

The following task was developed to manage the excavated soil from the 2022 removal activity. Review of the analytical data gathered during the 2022 remedial activities indicates that the stockpiled soils are suitable for remediation via landfarming. This remedial option consists of the spreading of the soil in a designated and controlled area for weekly tilling treatment during the summer season to promote contaminant volatilization. This task is contingent on the selection of a landfarming site that is located at the new Kivalina townsite, in order to meet ADEC criteria for landfarming. It is estimated that approximately 20,000 square feet of space will be required to perform the landfarming activities.

This task consists of a minimum of three separate mobilizations for Rescon field staff. The first mobilization would consist of two equipment operators and one scientist at the beginning of the summer to construct the landfarm cell and transport the excavated soil to the cell. The soil would be spread throughout the cell in a maximum lift thickness of 1.5 feet. Following the construction of the cell, the landfarm would require weekly tilling by NWABSD staff or contractors throughout the summer season.

At the completion of the summer, two Rescon environmental scientists would return to the site to collect post-treatment samples from the landfarm.

If the end of summer post-treatment samples indicate that petroleum contamination still remains in the landfarm soil, the landfarm cell would be covered with a weighted liner and the tilling treatment would need to resume the following summer. Under that scenario, the Rescon scientists would return again at the end of the summer season to sample the landfarm. This process would need to repeat until the post-treatment samples confirm that the remedial objectives have been met.

If the post-treatment samples indicate that the tilling was effective in remediating the contaminated soil, the NWABSD would be able to deconstruct the landfarm and the soil would be available for conditional reuse. Following the removal of the landfarm, the Rescon scientists would have to return once more to sample the underlying soil to ensure that it was not negatively impacted by the landfarmed soil.

The below Rate of Charges for this alternative is based on specific site conditions of the selected landfarm area. The estimated price is based on site conditions in which the top of the water table is greater than 6 feet below the ground surface.

Specific Task Assumptions

1. *NWABSD will be able to secure a suitable landfarm location within the new Kivalina townsite.*
2. *All heavy equipment needed for the transport of the soil and the construction of the landfarm will be able to be procured from the city of Kivalina*
3. *The costs in the Rate of Charges under Task 2 assume a total of 3 mobilizations for Rescon staff for the following events: 1. Landfarm Construction, 2, Post-treatment sampling, and 3. Post-closure sampling.*

Note: In the event that the post-treatment sampling indicates that contaminant concentrations in the soil remain above ADEC cleanup levels and an additional year of tilling treatment is necessary a subsequent post-treatment sampling event charge will be incurred. In that event, Rescon will submit a separate proposal for approval and Rate of Charges covering only the additional post-treatment sampling event.

Task 3 – Reporting

Following completion of all project activities Rescon will develop a Remedial Action Report for the site detailing the field activities and observations, a discussion of the analytical data results and an analysis of the site condition.

General Project Assumptions:

1. Additional costs may apply for delays to project not the fault of Rescon Alaska (i.e., excessive weather conditions, site access issues, etc.).
2. ADEC approves the selected remedial approach and sample suite.
3. All analytical samples will be submitted to the laboratory on a standard turnaround time basis.
4. Lodging and personnel vehicles for Rescon field staff will be supplied by NWABSD.

Rate of Charges:

The costs to conduct the above scope will be charged as follows:

Task 1 – Free Product Recovery and Monitoring Well Installation	Lump Sum Cost:	\$38,438
Task 2 – Treatment of Contaminated Soil via Landarming	Lump Sum Cost:	\$89,326

A detailed cost breakdown for Task 1 and Task 2 are attached below.

Rescon requires a signed authorization of this Scope of Services, including a determination by the NWABSD of the selected Task 2 Option to pursue. Upon receipt of that authorization, Rescon will begin developing the remedial approach for the selected strategy for ADEC approval.

Project Authorization:

Rescon Alaska requires authorization in spaces provided at the end of this letter.

Please feel free to contact me with questions or concerns.

Respectfully Submitted,

Zack Kirk
Senior Environmental Scientist
Rescon Alaska, LLC

Authorized and Accepted by:

Name: Brandon Blackham

Signature: Brandon Blackham

Title: Director Property Services

Date: 1.26.2023

Attachments:

Figure 1 – Approximate Extents of Contaminated Subsurface Soil and Groundwater

Task 1 – Rate of Charges

Task 2 Options – Rate of Charges

Attachment A - General Terms and Conditions

ATTACHMENT A

RESCON ALASKA, LLC
GENERAL TERMS AND CONDITIONS

The following Terms and Conditions govern the work to be performed by Rescon Alaska, LLC ("Consultant") for the client ("Client") identified in the accompanying proposal. By accepting the proposal or authorizing any portion of the work to be performed by the Consultant (the "Agreement"), client shall accept these Terms and Conditions, as if they had been set forth in full in the proposal.

1. **Performance:** Consultant shall perform the services set forth in the Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in similar locations and under similar conditions. Client acknowledges that Consultant has made no expressed or implied representations, guarantees or certifications regarding the results to be achieved upon the completion of the services set forth in the Agreement.
2. **Payment:** All invoices submitted by Consultant shall be immediately due and shall be payable within fifteen (15) days after their receipt by Client. Any invoice not paid by that time shall be subject to interest at a rate not exceeding one-and-one-half percent (1.5%) per month. Client shall notify Consultant in writing objecting to any charges that it does not believe are accurate or appropriate, within fifteen (15) days after receiving the invoice containing such charges. Any remaining charges that are not in dispute shall be considered valid, due and owing to Consultant. If any invoice becomes more than thirty (30) days past due, Consultant reserves the right to terminate any contract underlying to or relating to the invoice without incurring any liability to the Client. Client agrees to pay for all of Consultant's services, expenses and fees (including fees from Consultant's vendors at a rate of cost plus fifteen percent) up to and including the termination date. Client also agrees to pay for all costs associated with collecting the amounts due under the invoice, including, without limitation, attorney fees.
3. **Changes:** The Agreement may not be changed or altered except by further written agreement between the parties. The parties acknowledge that changes in the condition of property, in the information that is known with respect to the property, the scope of work requested by client or to the applicable law may occur after the Agreement was executed by the parties but before the completion of the services by Consultant under that Agreement. If these or any other changes occur, the Agreement shall be amended to provide for additional Consultant compensation commensurate with the nature and scope of the change(s).
4. **Client Cooperation:** Client agrees to fully cooperate with Consultant in the performance of its obligations hereunder. In addition to providing or securing access to the property, Client shall provide Consultant with all information in its possession or under its control that is relevant or material to Consultant's scope of work, including but not limited to reports, maps, data, site plans, communications with regulating authorities, material safety data sheets, hazard communication plans, due care plans, surveys, previous environmental reports, or any other documents that evidence the existing condition or proposed use of the property ("Client Information"). Consultant shall not be responsible or held liable for any inaccurate or incomplete information provided by Client, or for any information withheld by Client. Consultant shall not be responsible or liable for any incorrect or erroneous statements made by any governmental entity or third party upon which Consultant relies in the performance of the services hereunder. Client further agrees, upon request of Consultant, to disclose or have marked by an appropriate entity the location of all underground utilities or improvements. Client shall indemnify Consultant pursuant to paragraph 12 hereunder from any loss resulting from damage to underground utilities.
5. **Confidentiality:** Consultant shall retain as confidential all information and data furnished to it by Client. Consultant shall not disclose any confidential Client information to any third party except as directed by Client, ordered pursuant to court order or required by law.
6. **File Retention:** Consultant shall maintain client files, including copies of any reports, for a period not to exceed three (3) years after completion of the services pursuant to the Agreement. Unless otherwise requested by Client, Consultant may destroy any files after three (3) years. In the event that Client desires to have its files returned to it at that time, it shall so notify Consultant in writing and Client shall bear all costs and expenses that Consultant may incur in closing and transferring those files to Client. Consultant may retain one copy of any report for its files.
7. **Final Product:** Client acknowledges that any report prepared hereunder reflects the condition of the property to the extent information is known or reasonably ascertainable to Consultant at the time the report is issued. Any material change in use or condition of the property after the report is completed shall immediately terminate any findings or conclusions of the report that are contrary to the use or condition of the property as of the date the report was completed. Any information that Client becomes aware of after the report is completed, but which was not provided to Consultant prior to the issuance of the report, that would materially alter the findings or conclusions contained therein shall be immediately made known to

Consultant. Consultant shall have the opportunity to revise the report to include or take account of the newly provided information. Consultant may charge Client on a time and materials basis for reviewing and analyzing the newly provided information, and for all costs associated with revising the report. Such additional compensation shall be based upon Consultant's then current published rates for time and materials.

8. **Right of Entry:** Client shall obtain or grant Consultant, including its personnel and contractors, lawful access to all property as may be necessary for Consultant to complete its obligations under the Agreement. Such access shall include the right to perform and complete all acts, investigations, assessments, studies, evaluations, delineations or other actions required under the Agreement.
9. **Delays or Increased Costs:** Consultant shall use commercially reasonable efforts in performing its obligations under the Agreement in a timely manner. Consultant shall not be held responsible for any delays or increased costs caused by or attributable to: a) the failure by Client (including its employees, contractors or agents) to provide Consultant with Client Information; b) the failure by Client to provide or arrange for Consultant's access to the property or to any other documents, material, information or contractors; c) the failure of Client to secure the cooperation of any necessary third party; d) any act of God, labor trouble, fire, act of governmental authority, inclement weather or other force majeure condition; e) the discovery of unanticipated site conditions (including, but not limited to hazardous substances); or f) any other reason that is beyond Consultant's ability to control. In the event Consultant, for any reason listed herein, is unable to complete its obligations under the Agreement, it shall be given a reasonable amount of time to complete those obligations once the underlying condition is remedied. In the event one or more condition listed herein necessitates a change in the scope of work under the Agreement, Consultant shall be entitled to additional compensation for any additional efforts that may be required, based upon a time and materials basis. Such additional compensation shall be based upon Consultant's then current published rates for time and materials.
10. **Termination:** This Agreement may be terminated by either party upon fifteen (15) days written notice. In the event this Agreement is terminated by Client, Consultant shall be entitled to payment in full for all activities completed as of the date termination becomes effective. Any payment to which Consultant is entitled shall be calculated on a time and materials basis, based upon Consultant's then current published rates for time and materials.
11. **Indemnification:** Client shall indemnify, protect and hold harmless Consultant, its owners, agents, officers, directors, employees, subcontractors and agents from and against any and all liability, claims, demands, losses, damages, expenses, fines, levies and costs, including actual attorneys fees, whether direct, indirect or consequential, arising out of, related to or otherwise resulting from Consultant's performance under the Agreement. All claims brought against Consultant, relating to the Agreement or otherwise, whether based upon contract, tort, statute or otherwise, must be brought within one (1) year from the completion of the services under the Agreement or they shall be forever barred.
12. **Insurance and Limits of Liability:** Consultant shall procure and maintain, at its own expense, during the term of the Agreement, such insurance as may be required by law. Consultant's liability for any claimed damages arising out of or related to any services provided under the Agreement shall be limited to the amounts, limits, exclusions and conditions of the insurance maintained by Consultant. In no event shall Consultant be liable for any claims based upon contract or tort for any loss of business opportunity, profits or any special, incidental, consequential or punitive damages.
13. **Lien:** In order to secure payment of the amounts for which it has contracted hereunder, including amounts that it may have advanced in furtherance of its obligations under the Agreement between Consultant and Client, Consultant hereby notifies Client that it intends to utilize any rights that it may have under Alaska Statutes. Client hereby authorizes Consultant to execute and record on its behalf any and all documents (including any applicable lien waivers or releases) necessary or desirable to comply with the law.

Compliance with Laws: With respect to the services provided to Client hereunder, Consultant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations duly promulgated. Client represents that it possesses all necessary permits, licenses and permissions for the continuation of Consultant's activities at the property.

Task 1 - Free Product Recovery and Monitoring Well Installation
Kivalina Teacher Housing Spill Response
Northwest Arctic Borough School District
Kivalina, Alaska

Task 1 - Project Planning						
Task 1 - Labor Costs:						
	Project Manager	Associate Scientist	Drafter	Admin	Totals	
Hourly Rate	\$120.00	\$95.00	\$85.00	\$40.00		
Project Management / ADEC Coordination / Meeting Support	2	10	0	2	\$1,270	
Planning Document Preparation / Remedial Strategy Development	4	24	4	0	\$3,100	
	Labor Total				\$4,370	
TASK 1 - LUMP SUM COST						\$4,370

Task 2 - Well Installation and Product Recovery						
Task 2 - Labor Costs:						
	Project Manager	Associate Scientist	Operator 1	Operator 2	Admin	Totals
Hourly Rate	\$120.00	\$90.00	\$85.00	\$85.00	\$40.00	
Project Management	8	8	0	0	0	\$1,680
Mobilization / Demobilization	0	12	12	0	4	\$2,260
Well Installation, Development, and Sampling	0	36	36	0	0	\$6,300
	Labor Total				\$10,240	

Task 2 - Direct Costs:						
Item	QTY	Units	Rate	Markup (%)	Total	
Roundtrip Airfare (ANC to OTZ)	3	Each	\$350	1.05	\$1,103	
Roundtrip Airfare (OTZ to Kivalina)	3	Each	\$350	1.05	\$1,103	
Equipment Rental (Excavator)	1	Day	\$750	1.05	\$788	
Per Diem (Meals - 4 Days, 3 personnel, \$110 per day/person)*	4	Day Rate	\$330	1.00	\$1,320	
Fuel	150	Gallons	\$7	1.05	\$1,024	
Freight Shipping	1000	LBS	\$1	1.05	\$1,050	
Consumables	1	Each	\$500	1.00	\$500	
Monitoring Well Supplies	5	Each	\$300	1.05	\$1,575	
Corrugated Pipe	1	Each	\$274	1.05	\$288	
YSI Water Quality Meter	1	Week	\$315	1.05	\$331	
Monsoon Pump	3	Day	\$50	1.05	\$158	
Sample Tubing (75 feet)	1	Each	\$100	1.05	\$105	
Interface Probe	3	Day	\$100	1.05	\$315	
2" Smart Skimmer Pump	1	Each	\$5,200	1.05	\$5,460	
Air compressor	1	Each	\$200	1.05	\$210	
	Direct Cost Total				\$15,327	

Laboratory Analysis						
14 - Day Turn Around Time						
	QTY	Units	Rate	Markup (%)	Total	
Groundwater Samples (5 primary, 1 Duplicate, 1 EB)						
GRO by Alaska Method AK101	7	EA	\$70.00	1.05	\$515	
DRO/RRO by Alaska Methods AK 102/103	7	EA	\$75.00	1.05	\$551	
VOCs by EPA Method 8260	7	EA	\$160.00	1.05	\$1,176	
PAHs by EPA Method 8270	7	EA	\$170.00	1.05	\$1,250	
	Laboratory Analysis Total				\$3,491	
TASK 2 - LUMP SUM COST						\$29,058

Task 4 - Reporting						
Task 5 - Labor Costs:						
	Project Manager	Associate Scientist	Drafter	Data Review	Admin	Totals
Hourly Rate	\$120.00	\$95.00	\$95.00	\$100.00	\$40.00	
Report Preparation	6	32	6	6	2	\$5,010
	Labor Subtotal				\$5,010	
TASK 5 - LUMP SUM COST						\$5,010

TOTAL COST						\$38,438
-------------------	--	--	--	--	--	-----------------

**TASK 2:
TREATMENT OF CONTAMINATED SOIL VIA LANDFARMING
(IF GROUNDWATER IS GREATER THAN 6 FEET BELOW GROUND SURFACE)**

Task 1 - Project Planning						
Task 1 - Labor Costs:						
Hourly Rate	Project Manager	Associate Scientist	Drafter	Admin	Totals	
Project Management / ADEC Coordination / Meeting Support	\$120.00	\$95.00	\$85.00	\$40.00		
Planning Document Preparation / Remedial Strategy Development	18	24	0	2	\$4,520	
	8	36	8	0	\$5,060	
	Labor Total				\$9,580	
TASK 1 - LUMP SUM COST						\$9,580

Task 2 - Treatment of Contaminated Soil Via Landfarming						
Task 2 - Labor Costs:						
Hourly Rate	Project Manager	Operator 1 / Field Lead	Operator 2	Admin	Totals	
Project Management	\$120.00	\$90.00	\$85.00	\$40.00		
Mobilization / Demobilization - 1st Event	12	8	0	8	\$2,480	
Mobilization / Demobilization - 2nd Event	20	30	30	0	\$7,650	
Mobilization / Demobilization - Final Event	0	22	22	0	\$3,850	
	0	22	22	0	\$3,850	
	Labor Total				\$17,830	

Task 2 - Direct Costs:						
Item	QTY	Units	Rate	Markup (%)	Total	
Roundtrip Airfare (ANC to OTZ) 3 PAX for 1st Event, 2 PAX for remaining mobilizations.	3.5	Each	\$700	1.05	\$2,573	
Roundtrip Airfare (OTZ to Kivalina) 3 PAX for 1st Event, 2 PAX for remaining mobilizations.	3.5	Each	\$700	1.05	\$2,573	
6 mil reinforced cover liner (approx 3,000 sqft)	4	Each	\$580	1.05	\$2,436	
Freight Shipping						
ANC to OTZ	1400	Lbs	\$1	1.05	\$1,838	
OTZ to KIV	1400	Lbs	\$1	1.05	\$1,838	
Freight Fuel Surcharge and Tax	1	Ea	\$766	1.05	\$804	
Equipment Rental (Excavator)	5	Day	\$750	1.05	\$3,938	
Equipment Rental (Loader)	5	Day	\$750	1.05	\$3,938	
Equipment Rental (End Dump)	4	Day	\$750	1.05	\$3,150	
Survey Equipment Rental	1	Week	\$550	1.05	\$578	
Time and Materials Day Rates - Includes: Consumables and Per Diem (meals only, \$110/day per person)						
Initial Field Event (3 PAX): Baseline Landfarm Sampling, Landfarm Construction, Hauling Sacrificial and Contaminated Soil	5	Days	\$3,900	1.00	\$19,500	
Post-Treatment Sampling Event (2 PAX)	1	Day	\$2,350	1.00	\$2,350	
Post-Removal Sampling Event (2 PAX)	1	Day	\$2,350	1.00	\$2,350	
	Direct Cost Total				\$47,863	

Laboratory Analysis						
14 - Day Turn Around Time						
Item	QTY	Units	Rate	Markup (%)	Total	
1st Event - Landfarm Baseline Samples - Assume 1 composite sample per 5,000 sqft						
GRO by Alaska Method AK101	6	EA	\$70.00	1.05	\$441	
DRO by Alaska Methods AK 102	5	EA	\$80.00	1.05	\$420	
VOCs by EPA Method 8260	6	EA	\$160.00	1.05	\$1,008	
PAHs by EPA Method 8270	5	EA	\$170.00	1.05	\$893	
2nd Event - Landfarm Post Treatment Sampling - End of 2023 Tilling Season - MI Sampling						
GRO by Alaska Method AK101	3	EA	\$70.00	1.05	\$210	
DRO by Alaska Methods AK 102	3	EA	\$80.00	1.05	\$240	
VOCs by EPA Method 8260	3	EA	\$160.00	1.05	\$480	
PAHs by EPA Method 8270	2	EA	\$170.00	1.05	\$340	
Final Event - Landfarm Closure Sampling - Post Removal Sampling - Assume Same as Baseline Sampling Event						
GRO by Alaska Method AK101	6	EA	\$70.00	1.05	\$441	
DRO by Alaska Methods AK 102	5	EA	\$80.00	1.05	\$420	
VOCs by EPA Method 8260	6	EA	\$160.00	1.05	\$1,008	
PAHs by EPA Method 8270	5	EA	\$170.00	1.05	\$893	
	Laboratory Analysis Total				\$6,793	
TASK 2 - T&M COST						\$72,486

Task 3 - Reporting						
Task 3 - Labor Costs:						
Hourly Rate	Senior Engineer	Associate Scientist	Drafter	Data Review	Admin	Totals
Report Preparation	\$120.00	\$95.00	\$95.00	\$100.00	\$40.00	
	12	48	4	8	2	\$7,260
	Labor Subtotal				\$7,260	
Task 3 - Direct Costs:						
Item	QTY	Units	Rate	Markup (%)	Total	
Report Hard Copies (If Needed)	0	Copy	\$75	1.00	\$0	
	Direct Cost Total				\$0	
TASK 3 - LUMP SUM COST						\$7,260
TOTAL COST						\$89,326