

Sitka School District Mission:
The Sitka School District will intentionally develop
Haa Latseení
(Our Strength of Mind, Body, and Spirit)
to inspire and prepare students to be compassionate, empowered,
and equipped critical thinkers within a global community.

School Board Meeting

Wednesday, April 3, 2024 | 5:45 PM | Harrigan Centennial Hall, 330 Harbor Drive, Sitka, AK 99835

Proposed Agenda

1. **Recognitions - 5:45 - 6:00 p.m.**
2. **Call to Order - 6:00 p.m.**
3. **Flag Salute**
4. **Land Acknowledgment**
5. **Roll Call**
6. **Approval of the Proposed Agenda and Consent Agenda**
 - 6.a. Minutes from March 6, 2024
 - 6.b. ADOPT BP 4119.12 - All Personnel - Harassment, Second Reading
 - 6.c. Approve BP 6146.1 High School Graduation Requirements, Second Reading
 - 6.d. ADOPT BP 6148 - Early Education Programs, Second Reading
7. **Persons to be Heard**
 - 7.a. Persons to be Heard - Non-Agenda Items
 - 7.b. Persons to Be Heard - Agenda Items
8. **Special Reports: Government to Government**
9. **Reports and Presentations**
 - 9.a. Maintenance Department Update
10. **Board Member Reports**
11. **Administrative Reports**
 - 11.a. Budget Update
 - 11.b. Enrollment Update
 - 11.c. Superintendent Update
12. **New Business**
 - 12.a. Approval of Transportation Contract
 - 12.b. Approval of Custodial Contract with Nana Management Services
 - 12.c. Approve Contract Services for Dynamic Fiscal Solutions
 - 12.d. Approval of Resolution in Support of SB 88 - Retirement System/Defined Benefit Option
 - 12.e. Approval of BP 6010 - Goals and Objectives, First Reading
 - 12.f. Approval of BP 3312 - Contracts, First Reading
 - 12.g. Approval of BP 6112 - School Day, First Reading
 - 12.h. ADOPT BP and AR 5124.1 Family Engagement, First Reading
 - 12.i. Executive Session to Discuss District Finances and Food Services

13. Future Agenda Items/Upcoming Events

13.a. April 11, 2024 Budget Work Session - 6:00 p.m. - District Office Boardroom

13.b. April 17, 2024 Budget Hearing and Final Adoption - 6:00 p.m. - SHS Library

14. Adjournment

Note: All items listed under Agenda & Consent Agenda are considered routine by the School Board and will be approved in one motion. Items may be removed at the request of a School Board Member.

Note: Meetings will adjourn by 10:30 p.m. Alaska Standard Time (or Alaska Daylight Standard Time) unless by a majority vote of the board the meeting is extended 30 minutes to 11:00 p.m. Further 30-minute extensions will require each a separate motion that will require a unanimous vote of those members present and constituting a quorum.

Note: The School Board reserves the right to go into executive session as and to the extent permitted by AS 44.62.310 and Board Bylaw 9321. An executive session may be called to consider the following subjects: (1) matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the District; (2) subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion; (3) matters which by law, municipal charter, or ordinance are required to be confidential; and (4) matters involving consideration of government records that by law are not subject to public disclosure. The motion to go into executive session must clearly specify the subject of the proposed session without defeating the purpose of addressing the subject in executive session.

Clar Joaquin – Sitka High School Senior, Class of 2024

Congratulations to Clar Joaquin and the Sitka High School art teacher, Larisa Manewal. Clar won the KCAW contest to design Raven Radio's mug this year.

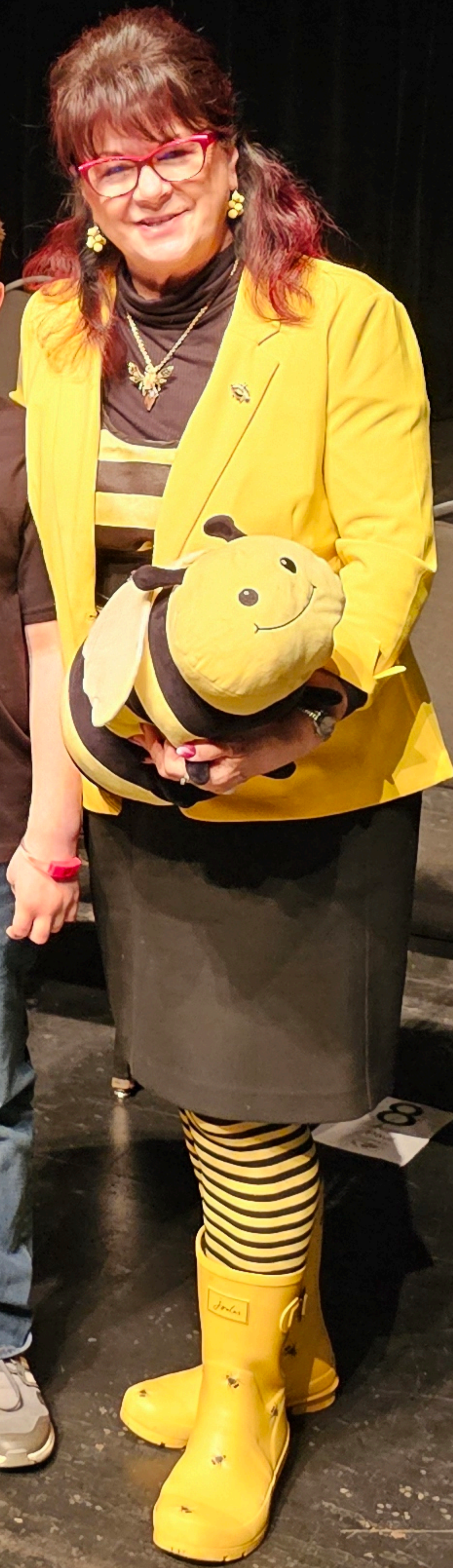


Additionally, Clar has some photographs that were selected for publication in the 2024 UAS Literary Journal, *Tidal Echoes*, that will launch on April 5.



Tidal Echoes is a Southeast Alaska literary and art journal that showcases the art and writing of Southeast Alaskans. It is sponsored and administered by the University of Alaska Southeast.

Clar's photographs were selected anonymously from over 500 submissions by an editorial board of UAS professors and student editors.



SITKA SCHOOL BOARD MEETING
March 6, 2024 – 6:00 p.m.
Sheet'ká Kwáan Naa Kahídi Community House

Sitka School District

Interim Superintendent: Steve Bradshaw

1. **RECOGNITIONS** The school board recognized:
 - Haa Latseeni Students of the Month: Bodhi Suarez (BES), Kamryn Dixon (KGH), Chase Haskins (BMS), Iyari Macias (SHS), and Michael Howard (PHS).

2. **CALL TO ORDER** The meeting of the Sitka School Board was called to order by President Tristan Guevin at 6:05 p.m. at Sheet'ká Kwáan Naa Kahídi Community House.

3. **FLAG SALUTE**

4. **WELCOME** Tribal Council member, Fred Olsen, welcomed the school board to the Sheet'ká Kwáan Naa Kahídi Community House.

5. **LAND**
ACKNOWLEDGMENT

6. **ROLL CALL** In attendance were Board members Tom Williams, Phil Burdick, Todd Gebler, and Tristan Guevin. Steve Morse, Felix Myers, and Aubrey LaRue were absent and excused.

7. **APPROVAL OF**
PROPOSED AGENDA
AND CONSENT AGENDA **Mr. Gebler** moved, and **Mr. Burdick** seconded to amend the proposed agenda to move item 11a. Student Advocacy Report to before item 8. Persons to be Heard.
The motion PASSED without opposition.
Mr. Burdick moved, and **Mr. Williams** seconded to approve the agenda, as amended.

The motion PASSED without opposition.

11. a. **STUDENT ADVOCACY**
REPORT **Kylie Orlando**, a senior at SHS, and **Jasmine Wolfe**, a junior at SHS, gave a summary to the board about their time in Juneau attending the AASB Youth Advocacy Institute. While they were there, they met with several legislators advocating for increased education funding and

for student and staff mental health supports.

8. PERSONS TO BE HEARD

There were no persons to be heard for **non-agenda items**.

Speaking on **agenda items**:

Martha Moses and **Pauline Duncan** spoke regarding SSD's Cultural Department, with questions on cultural programming and how funds were being spent in the district on cultural education.

9. SPECIAL REPORTS: GVT TO GVT

There were no Government-to-Government reports at this meeting.

10. SCHOOL HIGHLIGHTS: BMS

Ben White, Principal of BMS, and **Diana Fulton**, Assistant Principal of BMS presented to the board about the recent week-long Discover Your Potential (DYP) event.

12. BOARD MEMBER REPORTS

Mr. Burdick shared that he has been attending AASB's 1st Term Board Member Webinars. He also shared that he attended the KGH Leap into Reading family engagement event and KGH parent committee (SHIP). Mr. Burdick reported that he attended the Restorative Justice Summit, with tribal court judges and staff.

Mr. Williams shared about the advocacy trip to Juneau with students. As the liaison to SHS, he reported that he spoke with Principal Lundvick regarding the budget. She expressed concerns about the computer lab not keeping up with technology, and concerns about available mental health supports.

Mr. Gebler complimented the students who went to the AASB Youth Advocacy Institute and their testimony before the Legislature.

Mr. Guevin shared regarding SB140 that passed in the Legislature; Governor Dunleavy has signaled that he will veto all or part of the bill.

13. ADMINISTRATIVE REPORTS

a. BUDGET UPDATE

Interim Superintendent Bradshaw informed the board that the supply budget has been frozen across the district. He shared that two major positions in the Business Office will be transitioning, as Leslie Young (Business Manager) and Dawn Gluth (Finance Specialist) will both be retiring in April. Former SSD Business Manager Dave Arp will be stepping into a remote position as Business Manager

for the next school year. Mr. Bradshaw also informed the board that SHS purchased a van for \$12,400 with donated funds.

b. ENROLLMENT UPDATE

Enrollment is holding at 1105.

c. SUPERINTENDENT UPDATE

In his last report to the school board as Interim Superintendent, Mr. Bradshaw emphasized that the district is facing tough times in the next few years, stating that cuts to teaching staff could reach 11-12 positions. He urged staff and members of the public to email the governor to pass SB140.

14. NEW BUSINESS

a. SSD CULTURAL EDUCATION PROGRAM AND TITLE VI INDIAN EDUCATION ACT REPORT

SSD Cultural Director, Jule LeBlanc, gave the Annual Impact Report to the board. Information she shared included:

- A summary of SSD Title VI funding
- Indigenous Student Needs Survey Results
- An overview of the SNEP program, 2023-2024
- SSD Data Reports from 2020-2024
- SNEP in Schools
- SSD Strategic Plan Progress Report

Incoming Superintendent Deidre Jenson shared next steps for the school district, including developing a working group for generating ideas and building partnerships. Input from the working group would then be given to district admin to implement and to evaluate progress. She thanked Sitka Tribe of Alaska for their ongoing support.

b. DISCUSSION OF WAYS TO STRENGTHEN RELATIONSHIP BETWEEN SSD AND STA

President Guevin informed the public that he and Mr. Gebler meet frequently to discuss SSD/STA relations and update the board regularly on how the two organizations are working to improve relations. This item comes before the board periodically since the board is limited in discussing topics outside of a regular meeting, due to the Open Meetings Act.

Mr. Gebler shared that the district is considering adding two STA advisory seats on the School Board, as well as one tribal youth in an advisory seat on the board, upon approval of the Tribal Council and STA, and revision to SSD Board Policy 9110.

President Guevin stated that there will be a work session scheduled involving representatives from STA, Interim

Superintendent Jenson, Board President Guevin, and Mr. Gebler, board liaison to STA, to hear how STA would like to move forward on ideas presented, as well as for collaboration on BP 6174.1 – Education of Native/Indian Children.

Mr. Williams asked for clarification that there would be something presented to the board regarding changes to board membership. He was assured by President Guevin that the board policy would need to be revised, and the revision would go to the full board for approval.

c. TITLE VI INDIAN
EDUCATION ACT AND
IMPACT AID PUBLIC
HEARING

Mr. Burdick moved, and **Mr. Gebler** seconded to go into Public Hearing concerning the Native American Policies and Procedures.

The motion PASSED without opposition.

President Guevin gave an overview of funding to cultural education in the district. He also gave an overview of the timeline for receipt of funds for the cultural program and timeline for consultation with Sitka Tribe of Alaska.

Public comment:

Martha Moses informed the board of the history of the Sitka Native Education Program (SNEP) since the year 1974. She also shared concerns regarding reading and math instruction at BMS and technology at SHS.

Choana Moll – expressed appreciations for teachers in the district. She suggested the board make changes to Native Education curriculum by establishing a K-12 curriculum review in order to develop scope and sequence and integrate an indigenous perspective that is transferrable. She also asked the district to review the SNEP family volunteer agreement.

Pauline Duncan encouraged the administration to hold a cultural workshop for all SSD staff at the beginning of the year. She urged staff to incorporate culture in the classroom.

Blossom Teal-Olsen expressed how proud of Sitka and how advanced we are as a community in cultural awareness and connectivity. She encouraged educators to teach about native culture bearers.

David Kanosh acknowledged that where we are is a start. He encouraged the district to strengthen the language program.

Sarah Ferrency (STA Interim Director Cultural Resources in the Education Department) thanked Ms. LeBlanc for her work in the cultural program at SSD. She

agreed that building the relationship between the Tribe and SSD is the best next step towards closing the opportunity and achievement gaps, and increasing family involvement.

Haley Steffes spoke on the importance of cultural relevancy programming and place-based programs. She has been teaching a Computer Science class at PHS that is culturally relevant. She also shared concerns with the board about the barriers indigenous people face in pursuing a teaching certificate.

Pauline Duncan addressed the board regarding truancy in the district and would like to find a solution to helping native students get to school.

d. SELECTION OF NEW
NAME FOR BARANOF
ELEMENTARY
SCHOOL

Mr. Gebler moved, and **Mr. Williams** seconded to select Xóots Elementary School (translation: Brown Bear Elementary School) as the new name for Baranof Elementary School.

Public comment:

Sarah Ferrency reminded the board that the tone mark over the first letter 'o' needs to be used, otherwise the meaning of the word changes.

Blossom Teal-Olsen paid recognition to the board that previously brought the matter of renaming Baranof Elementary forward.

Board Comment:

Mr. Gebler thanked the Renaming Committee for the work that was done to bring the names to the board.

Mr. Burdick cautioned the board to think about balance when moving forward with further renaming to be mindful of the Raven clan.

Mr. Guevin commented that this is one small step in moving forward.

Following a ROLL CALL VOTE, the motion PASSED unanimously.

e. REVISION OF FY24
BUDGET

Mr. Gebler moved, and **Mr. Williams** seconded to approve a revision to the FY24 budget, as presented.

Leslie Young, SSD Business Manager explained to the board that the revision is to clean up accounts to actuals to arrive at a clear fund balance to work with for the FY25 budget.

There was no public comment on this agenda item.

There was no board comment on this agenda item.

Following a ROLL CALL VOTE, the motion PASSED unanimously.

f. BRADSHAW RETURN TRAVEL

Mr. Burdick moved, and **Mr. Gebler** seconded to pay Steve Bradshaw up to \$5,000 for his return travel expenses.

There was no public comment on this agenda item.

Board comment:

Mr. Burdick thanked Mr. Bradshaw for his time with the district this school year and expressed his appreciation for his leadership style.

Mr. Guevin also expressed his appreciation for what Mr. Bradshaw did for the district on coming back.

Following a ROLL CALL VOTE, the motion PASSED unanimously.

g. INTERIM SUPERINTENDENT CONTRACT

Mr. Burdick moved, and **Mr. Gebler** seconded to approve Dr. Jenson's Interim Superintendent contract, as presented.

Mr. Guevin noted the memo attached to the board packet outlining the terms of the Interim Superintendent Contract.

There was no public comment on this agenda item.

There was no board comment on this agenda item.

Following a ROLL CALL VOTE, the motion PASSED unanimously.

h. ADOPT BP 4119.12 – ALL PERSONNEL – HARASSMENT, 1ST READING

Mr. Burdick moved, and **Mr. Williams** seconded to adopt BP 4119.12 – All Personnel – Harassment, in 1st Reading.

There was no public comment on this agenda item.

There was no board comment on this agenda item.

The motion PASSED without opposition.

i. APPROVE BP 6146.1 HIGH SCHOOL GRADUATION

Mr. Williams moved, and **Mr. Gebler** seconded to approve BP 6146.1 – High School Graduation Requirements, in 1st Reading.

The revision adds Biology as an option for required science credit for graduation.

There was no public comment on this agenda item.
There was no board comment on this agenda item.

The motion PASSED without opposition.

j. ADOPT BP 6148 –
EARLY EDUCATION
PROGRAM

Mr. Williams moved, and **Mr. Gebler** seconded to adopt BP 6148 – Early Education Program, in 1st Reading.

There was no public comment on this agenda item.
There was no board comment on this agenda item.

The motion PASSED without opposition.

k. ADOPT AR 9311 –
BOARD POLICIES

This is an information item; board approval is not required. The AR sets a schedule for the review of board policies.

l. ADOPT E9020 BOARD
STANDARDS

This is an information item; board approval is not required. The Exhibit puts in policy the Board Standards that were created by the Alaska Association of School Boards.

16. ADJOURNMENT

Mr. Williams moved to adjourn the meeting at 10:20 p.m.

Tristan Guevin, President

Tom Williams, Clerk

Model Policy

BP 4119.12 - ALL PERSONNEL - HARASSMENT

The School Board recognizes that harassment can cause embarrassment, feelings of powerlessness, loss of self-confidence, reduced ability to perform schoolwork, and increased absenteeism or tardiness. The School Board shall not tolerate ~~the harassment of any student by any other student or district employee.~~ Any student or employee who is found guilty of harassment shall be subject to disciplinary action.

Harassment means intimidation by threats of or actual physical violence; the creation by whatever means of a climate of hostility or intimidation; or the use of language, conduct, or symbols in such a manner as to convey hatred, contempt, or prejudice or to have the effect of insulting or stigmatizing an individual. Harassment includes, but is not limited to, harassment on the basis of race, sex, creed, color, national origin, religion, marital status, or disability.

(cf. 5131.43 – Harassment, intimidation and bullying)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4119.11 – Sexual Harassment)

(cf. 4119.21 – Code of Ethics)

To promote an environment free of harassment, the principal or designee shall take appropriate preventative and/or disciplinary actions ~~such as removing vulgar or offending graffiti, establishing site rules, and providing~~ staff inservice professional development, or student instruction and counseling. Principals shall discuss this policy with their employees and shall assure them that they need not endure any form of harassment.

The School Board encourages students or staff to immediately report incidences of harassment to the principal or designee. The Superintendent or designee shall promptly investigate each complaint of harassment in a way that ensures the privacy of all parties concerned. In no case shall the student or staff member be required to resolve the complaint directly with the offending person.

Notice of this policy will be circulated to all district schools and departments and incorporated in teacher and student handbooks.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 1312.3 - Complaints Concerning Discrimination)

(cf. 4030 - Nondiscrimination in employment)

(cf. 5141.42 - Professional Boundaries for staff and students)

Legal References:

ALASKA STATUTES

[AS 14.18.010 - 14.18.100](#) *Prohibition Against Sex and Race Discrimination*

ALASKA ADMINISTRATIVE CODE

[4 AAC 06.500 - 4 AAC 06.600](#) *Prohibition of Gender or Race Discrimination*

TITLE VI, CIVIL RIGHTS ACT OF 1964

TITLE IX, EDUCATION AMENDMENTS OF 1972

INDIVIDUALS WITH DISABILITIES EDUCATION ACT

AMERICANS WITH DISABILITIES ACT

Revised 10/2021

9/92

AASB Policy Reference Manual

BP 6146.1 HIGH SCHOOL GRADUATION REQUIREMENTS

Note: Transfer students who have earned 13-unit credits in another district may, at the district's discretion, be excused from the district's subject area units-of credit requirements. [4 AAC 06.075](#).

Note: The following sample policy reflects the minimum graduation requirements specified in [4 AAC 06.075](#) and should be revised to reflect district philosophy and needs. Unless otherwise stated in a student's IEP, the district shall require all students in grade 11, and all students in grade 12 who have not previously done so, to take a college and career readiness assessment described in [4 AAC 06.717](#). However, failure to take one of these assessments shall not be grounds for withholding a diploma from an otherwise qualified student. At the request of a student, the district shall retroactively issue a high school diploma to a student who did not receive one because of failure to pass all or a portion of the previously required High School Graduation Qualifying Exam and instead received a certificate of achievement, provided the person takes a college and career readiness assessment. [AS 14.03.075](#). A person may satisfy the assessment pursuant to the regulations in [4 AAC 06.718](#). The district is to mail a notice of this option to each such student who qualifies for a diploma to the student's last known address.

The School Board intends that all District students graduate high school ready for college or a career. The Superintendent or designee shall prepare for Board approval a plan consisting of district graduation requirements. Students shall receive diplomas of graduation from high school only after meeting the following graduation requirements.

Subject	Units of Credit	Requirements
Language Arts	4 Credits	
Social Studies	3 Credits	1 Credit of U.S. History 1 Credit of American Government, ½ Credit Global Issues or 1 Credit A/P Human Geography, ½ Credit Alaska History.
Mathematics	3 Credits	Must pass Integrated Math 2 or equivalent. For students graduating from high school on or before June 30, 2017
Science	3 Credits	1 Credit Life Science <u>or Biology</u> 1 Credit Physical Science 1 Credit Science Elective

Physical Education	2 Credits	Must include ½ Credit of Health. Must pass Swimming Competency. (8 Credits on or before June 30, 2017)
Electives	7 Credits	
Career & Technical Education	1 Credit	
Total Credits	23 Minimum	

Note: The three units of credit in social studies must include on-half unit of credit in Alaska history or demonstration that the student meets the Alaska history performance standards. This requirement will not apply to a student who (1) transfers into your school after the student's second year of high school; or (2) has already successfully completed a high school state history course in another state. [4 AAC 06.075](#).

It is recommended that students planning to attend college, or who are seeking NCAA eligibility, should also take three or more years of math, two years of the same world language and one full credit of fine arts.

Maximum credits that can be used for graduation:

Teacher's Aide	2 credit
Physical Education	3 credits

A certificate of completion would be reserved for students on IEPs who complete an individualized program of study by aging out or meeting their IEP goals but do not meet all of the other requirements to earn a diploma.

(cf. 5127 - Graduation Ceremonies and Activities)

(cf. 6164.2 - Guidance and Counseling Services)

Legal Reference:

ALASKA STATUTES

[14.03.075](#) College and career readiness assessment; retroactive issuance of diploma

ALASKA ADMINISTRATIVE CODE

[4 AAC 06.075](#) High school graduation requirements

[4 AAC 06.717](#) College and career readiness assessments

[4 AAC 06.718](#) *College and career readiness assessment after student received a certificate of achievement*

[4 AAC 06.721](#) *College and career readiness assessment waivers*

4 AAC 06.755-790 Statewide assessment program for students with disabilities

Adoption Date: February 6, 1996

Revision Date: February 14, 2002

Revision Date: December 6, 2005

Revision Date: August 20, 2007

Revision Date: June 17, 2008

Revision Date: December 15, 2016

Sitka School District

EARLY EDUCATION PROGRAMS

BP 6148

Note: The purpose of this policy is to implement early education programs established by the Alaska Reads Act, HB 114. Early education programs are voluntary, and grant funds can be used to either develop a Pre-K program or improve upon an existing program.

The Superintendent, in consideration of appropriate District need, may seek a grant for an early education program under AS 14.03.410 and 4 AAC 60.200. Before applying for a grant, the District shall, to avoid duplicate programs and facilitate resource sharing to improve early education within the district, consult with each local and tribal head start program within the district's boundaries. The Superintendent must ensure that the District has the resources and intent to create an early education program.

The District-wide early education program must:

1. Adopt an evidence-based program of learning.
2. Have a certificated teacher in charge of the program.
3. Implement the guidelines for an early education program described in the department's *State of Alaska Early Learning Guidelines* under 4 AAC 60.170.
4. Have a minimum day in session of two hours per day, five days per week.
5. Accommodate the early education needs of district children and their families, regardless of socioeconomic circumstances.

The District shall provide an annual ADM assurances report regarding its early education program in a format prescribed by the Department of Education and Early Development.

During the grant period, a school district that receives a grant award under 4 AAC 60.200 must demonstrate progress towards meeting or exceeding the standards for a high quality early education program under AS 14.07.165(a)(5) and 4 AAC 60.190 by complying with the department's grant reporting requirements and submitting a year-end report to the department.

The District's early education program must also comply with the requirements under 4 AAC 60.205.

Legal References:

ALASKA STATUTES

AS 14.03.410 *Early education programs; grants*

ALASKA ADMINISTRATIVE CODE

4 AAC 60.190 *High quality early education program standards*

4 AAC 60.195 *District accountability; revocation of approval of district-wide early education program*

4 AAC 60.20 *District-wide early education program grants; applications; duration; award determinations*

4 AAC 60.205 *District-wide early education program grant recipient obligations*

4 AAC 60.210 *Criteria for inclusion of district-wide early education program students within a district's ADM*

WORKSHEETS for the district policy committee:

DISCARD WHEN FINISHED

Students

EARLY EDUCATION PROGRAMS

BP 6148(b)

4 AAC 60.990 Definitions

Created 9/2023

AASB POLICY REFERENCE MANUAL

9/92

SSD MAINTENANCE DEPARTMENT REPORT MARCH 2024

Summary: The March 2024 report is a summary of project status with priority to issues with significant fiscal or safety impacts, deferred maintenance, projects, and recent accomplishments. I strongly suggest consideration of issues that will cost the District significantly more money if action is taken as emergency or urgent rather than preventative/predictive maintenance or repair.

Fiscal/Safety

- The District invited our insurance provider, APEI, to perform a no-cost Pre OSHA safety inspection of our facilities. This was a courtesy inspection to help identify possible safety violations. Overall, our facilities were in good condition. The maintenance team and principals have worked together to remedy most of violations with the few remaining being addressed. In addition, APEI identified insurance premium credits with a savings for property (4%), liability (10%), and workers' compensation (10%). APEI estimated the savings at \$20-80k.
- BMS roof – Blatchley roof has multiple leaks throughout the building. An inspection was done with CBC which found that the roof membrane itself seemed to be intact. However, concerns were found at multiple areas under the flashing and also in areas where caulking had been exposed to the environment. The maintenance team (team) does not believe this is isolated, but rather a building-wide issue. Next steps would be to hire a contractor to perform a more thorough inspection to determine the extent of damages. **I suggest we strongly consider** using a seamless liquid roof coating that will extend the life of the roof 25yrs at significant savings. The CBS is considering a similar project using this material and we may be able to save some funds if we take advantage of the timing of both the projects. This could also resolve existing active leaks at SHS, and perhaps preventative work (i.e. savings) at Xoot.
- BMS building control update – The District contracted Convergent to update and perform preventative maintenance to the automated building systems at Blatchley, Convergent, visited last month providing much needed updates and patches to the building systems. The cost for the work was approximately \$5k. The improvements are so effective that the rooms are temperature controlled effectively, saving energy costs.
- SHS/PAC building control update – Similar to Blatchley, the PAC controls were repaired that eliminated inconsistently of temperatures and now maintains a comfortable 68 degrees. However, the software still needs updating. At SHS the team updated controls to effectively regulate temperatures – with the exception of the gym which is currently at the parts estimate phase. To address the automated controls a factory technician is needed to install updates.
- Xoot building control updates – The team was able to manipulate the controls to “fool” the controller to regulate the temperature. The result allows the building to be warm upon arrival with no odors, moisture, or temperature concerns.
- Playgrounds – Keet Gooshi Heen’s playground/covered area are in desperate need of repair and/or replacement. At the playground, safety concerns include the following:
 - Inadequate ground cover – need substantial amounts of pea gravel under and around the playground structures. Also, the rubber mats under the monkey bars and swings are inadequate and need to be replaced. The rubber mats do not provide adequate fall protection.
 - Playground structures – many of the structures’ hardware and fasteners have corroded and failed, causing safety concerns. An example is the pending

removal of the tube slide where three of the four mounting brackets have failed and the plastic has cracked and blistered.

- The catwalk is damaged and presents a safety concern. Specifically, the floor of the catwalk is rusting through; the board placed on top of the rusted walking area is a tripping hazard.
- The covered area has extensive rot on the exterior. A structural assessment will be performed after removal of the rotted wood, anticipated during summer break.
- Xoots playground has similar issues with Keet. However, given the age of the children, the liability of the issues with the equipment is more of a concern.

Deferred Maintenance

- Emergency Generator
 - SHS - The SHS generator not only serves the high school, but it is also the City emergency shelter. The last recorded test was in 2020. Another test was conducted on March 26, 2024 and it did not work; the team is diagnosing the problem and will notify the Superintendent once a cause and proposed repair is prepared.
 - BMS Generator fuel lines – Blatchley received a new generator approximately 7 years ago. From what maintenance records we have and after inspecting the equipment, the next step would be to finish plumbing fuel to the generator from the day tank. Once this is done, the team can work on bringing the generator online.
- Boilers, Valves, Circulation Pumps, Motors, and Actuators
 - Oil Boilers - A Xoot boiler is damaged and needs repair, as well one at SHS. Boiler preventive overhaul is needed as the last one was approximately 7 years ago estimated cost is \$5k.
- Valves – a majority of the valves throughout the facilities are original and need to be replaced or overhauled. The valves are critical in an emergency event, many of the valves are not functional. Without functioning valves, failures would be catastrophic.
Pumps/Motors/Actuators – these items circulate fluids that operate and control systems. Preventative and predictive maintenance is required to ensure confidence in operations and longevity of the systems.
- Reefer doors SHS/XES
 - The SHS freezer door has been damaged and needs replaced. The damage has resulted in the need to replace the compressor because the door will not shut. Repair efforts have not resolved the problem. The XES freezer is damaged and does not seal shut because the door damage.
- Pool –
 - An overhaul of the HVAC system. The HVAC has never had an overhaul, and although it is functioning, it is in desperate repair to prevent failure of the system.
 - Chlorinator is in desperate need of replacing. Without a properly functioning Chlorinator, manual calculations and dispersion is performed with a potential for error.
 - Valves and circulation pump. The pool has only one circulation pump and it cannot be repaired. A failure in the pump could result in a flood of the maintenance room. Failure of the pump would require an immediate closing of the pool. It is highly recommended to install an in-line redundancy.
 - Diving board is cracked and the mount is corroded and will be removed in the near future for safety reasons.
 - The women’s locker room is damaged due to the roof leak and needs significant repair to the sheetrock.

- Floors
 - Blatchley – There are 2 science rooms (rm 218 and 217) that were damaged during custodial cleaning in 2023 and needs replacement. The gym floor needs resurfacing; the last resurfacing was approximately 2005. The resurfacing is necessary as the annual maintenance is losing effectiveness. With the additional use by Parks and Recreation, maintenance and custodial is not able to keep up with the desired level of service.
 - SHS – the gym floor is scheduled for its 12yr resurfacing. The resurfacing is not scheduled this year because the contractor identified for the work stated he could not do the work. A new RFP will need to be prepared.
 - Xoot – the gym floor is tile and is beginning to deteriorate and some tiles are beginning to pop up. There is concern that asbestos is below the tile and it is highly recommended to have the floor tested to determine if asbestos is present.

Projects

The above projects are those that need immediate attention. However, there are many other projects to be done. Many of these projects are completed during the summer when schools are closed and the team can get the work done without disturbing schedules. Some of the projects for this summer – if funded – include the followings:

- ✓ PHS kitchen upgrade
- ✓ SHS foods room upgrade
- ✓ BMS fitness room
- ✓ SHS locker rooms
- ✓ BMS locker rooms
- ✓ Tree trimming if done by the team SHS & BMS
- ✓ Whale articulation project - SHS science department whale articulation project is planned to be completed this summer. Maintenance has been working with the project team to identify any areas where our team can assist.
- ✓ Assessment of covered area of KGH playground
- ✓ Parking lot repairs and striping at KGH and SHS
- ✓ Grouting and sealing tile throughout the District
- ✓ Routine maintenance throughout the District
- ✓ Access control for entry doors BMS
- ✓ Resealing gym floors
- ✓ Replacement schedule – The district currently does not have a replacement schedule for fixed assets. This requirement is from the state and helps identify and forecast with asset planning. Additionally, a successful replacement schedule will add leverage when applying to state grants.

Recent Accomplishments

- SHS CTE Air upgrade – The district was able to provide an upgrade to the pneumatic supply system at the CTE shops. Primary purpose was to remove the moisture that was accumulating in the pipes but also to supply extra volume for the equipment in the wood shop.
- Vector Solutions Training Programs – Recently the team started a new training program utilizing the district's training platform from Vector Solutions. Each member of our team is participating

in weekly training. Part mandated and part self-guided, the team has started a safety program, professional development program, and electrical safety.

- CMMS Software – implementation of the upgraded CMS programs is near completion. The upgrade has improved productivity.
- As mentioned in my last report, the art room cleanout was successful. All the clogs have been removed from the drain system.
- New employee - Jeremy certified boilerman – Jeremy recently passed the state exam for his boiler's license and has officially taken on the boiler operator duties. It been years since we have a state certified operator.

Current

- CIP Capital Improvement Projects – Having a successful CIP application with the state is required to receive state CIP grant funding. Although not a requirement, it is standard for Districts to submit an application whether they intend to receive funding or not. The District did not submit an application for FY24. In the past the District contracted SEERC for a considerable fee. After speaking with Superintendent Jensen, it was decided that the District would create an application for FY25 for the Board to consider. One of the first steps for the application is for the district to create a six-year plan.
- Siemens visit – Siemens visited again performing more inspections at KGH and SHS. Guidelines for the DOE Renew American Schools grant have changed. In short it will be more competitive for our District

Demographic / Enrollment (Headcount) Breakdown

As of 3/29/2024

	BES	KGH	BMS	SHS	PHS	RCH	Total
PK	20					0	20
KG	70					11	81
1	73					5	78
2		71				6	77
3		55				5	60
4		70				4	74
5		75				2	77
6			80			2	82
7			91			5	96
8			73			4	77
9				95	12	0	107
10				84	9	0	93
11				83	13	2	98
12				73	11	2	86
Bldg Total	163	271	244	335	45	48	1106



State-wide Assessments:

- 2023 AK STAR results received last week. Those will be distributed to families soon prior to May 10th.
- It's important to note that families should recognize that test scores will be from 2023 and this year's scores will not be received until Fall 2024.
- 2024 AK STAR and DRC Science assessments started this week. This is the schedule:

SHS

AK STAR (9th) – April 1st & 2nd
AK Science (10th) – April 1st & 2nd

PHS

AK STAR (9th) – April 8th -11th
AK STAR (10th) – April 12th

BMS

AK STAR (6th-8th) – April 15th – 18th
AK Science (8th) – April 19th

KGH

AK STAR (3rd-5th) - April 15th – 19th
AK Science (5th) – April 22nd – 26th

Legislative updates:

There seems to be little movement in legislature surrounding the overall funding.

- BAG (Broadband Assistance Grant) was passed, but we do not qualify as we are operating with internet speeds over 100 MG.
- Several bills are being worked on. A House bill includes funding of 680 outside the BSA, The Senate has 680 inside the BSA. Either could be vetoed and would require 45 votes to override the veto.

Professional Development:

- Sitka is leading the way in AK READS requirements for teachers. This is largely due to the literacy grant that is paying the stipends for teachers to take the class, but also due to the teachers who have been and are being proactive about taking the classes. Approximately 34 teachers have finished the course, and 7 more have recently enrolled or are planning on enrolling in the class this summer.
- 11 teachers and/or counselors and 3 admin (including the superintendent) are attending the Science of Reading Symposium. Travel is covered by the literacy grant or the MTSS (multi-tiered systems of support) Refresh grant.
- We changed our in-service day from April 19th to April 12th (approved by the state) due to the Music Festival. This in-service day will be spent on various topics; AK

Reads, ELA curriculum, Title 1 training, spring planning, testing data review and more. All Sitka High School staff will be participating the Youth Mental Health First Aid.

Budget update:

- Administration have had several meetings together. We have three more scheduled prior to April 17th. I have had two rounds of individual meetings with buildings and one meeting with city administrators. City Assembly meeting is Thursday night April 4th. We may have more direction after that meeting.
- We may want to consider changing our April 17th meeting to a budget work session (April 18th is when the city will be finalizing their budget), and add an additional budget work session to finalize the SSD budget prior to May 8th. There may continue to be changes after we finalize it, due to the nature of school funding decisions late in the year.
- I am planning on compiling some more information for the work session on the 11th, including Pool expenses, Food Services, combining Xoots and Keet Gooshi Heen, length of school days and “class” information, staff cuts/movement and more?
- At that work session, we may want to consider using this information to compile a public input survey.
- We were budgeting off of 18% health insurance. It is going to be higher, possibly in the realm of 22%.

Messaging to administration, staff, and public:

- As we look to creatively solve the current budgeting challenges, we must think of the big picture and how decisions affect students at all levels.
- It is vitally important to remain united. It’s a team effort. These changes are going to be difficult, however, if we become fragmented, it will not be productive.
- We don’t know what we don’t know. We all know that it’s easy to look from the outside and think we can see a solution, but face value doesn’t always give us the full picture. Every building currently has its hardships and HAS had their hardships in the past as well as needs and priorities.
- Equity does not mean equal.
- Assume positive intent – It’s easy to look at other’s schedules and make suggestions. When that happens, we need to assume that people are trying to help.
- Creative Tension Theory; Involves two opposing forces; Stability, the element that tends to maintain the status quo and change, the force that pushes for innovation and new approaches collaborate to force creativity. This challenge can force us to do things better.
- We are facing challenging decisions as a school board and community. We are not alone as other districts are facing similar challenges, and we will continue to collaborate on solutions in the best interest of our students.



Date: March 29,2024
 TO: Dr. Deidre Jenson, Superintendent
 Sitka School Board Members
 FROM: Leslie Young, Business Manager
 RE: FY25-29 Transportation Request for Proposals

The request for proposals (RFP) for transportation services closed on February 16, 2024. One proposal was received from Prewitt Enterprises. The bid did not meet the district’s exact parameters as specified in the RFP which reduced the number of buses provided by the contractor from 6 in the current contract down to 5. This sole bidder proposal only quoted an offering that included 6 buses.

Board Policy 3311 BIDS states: “All purchases of services, supplies, and equipment shall be based on competitive bids or proposals, EXCEPT that the following items or services need not be purchased through a competitive bidding or proposal process when the Superintendent determines that the use of such a process would not serve the interests of the District:

- #1 Specialized services, supplies and/or equipment where no reasonable competition exists; and,
- #13 Goods or services for which competitive bid or proposal procedures have been followed, but no bid or proposal has been received.”

The table below shows the pricing breakdown for the bid options provided:

	Option 1	Option 2
	District supplies fuel	Contractor supplies fuel
	Prewitt Enterprises	Prewitt Enterprises
REGULAR ROUTES		
Number of Regular Buses	6	6
Rate per bus per day	510.94	543.35
Total Rate per Day	3,065.64	3,260.10
SPECIAL EDUCATION ROUTES		
Number of Special Education Routes	2	2
Rate per bus per day	680.08	712.49
Total Rate per Day	1,360.16	1,424.98
TOTAL PER DAY	<u>4,425.80</u>	<u>4,685.08</u>
166 Student Days	734,682.80	777,723.28

Estimated State Funds
 (per brick-and-mortar student count) **530,000**
 Estimated FY25 General Fund Transfer **250,000**

The District Administration recommends that the Board award Prewitt Enterprises the Option 2 pricing for 2 year initial, with 3 optional extension years, contract to perform the District transportation services.



Date: March 29,2024

TO: Dr. Deidre Jenson, Superintendent
 Sitka School Board Members

FROM: Leslie Young, Business Manager

RE: FY25-29 Custodial Services Request for Proposals

The request for proposals for custodial services closed on March 8, 2024. We received two proposals from Nana Management Services and Aramark Facilities Management. After review by the District Superintendent, Maintenance Director and Business Manager, the proposals were found to be responsive.

The table below shows the pricing breakdown for each responsive bid:

	Bid #1	Bid #2
Bidder	Nana Management Services	Aramark Facilities Management
Baranof Elementary	\$149,424.00	\$187,708.00
Keet Gooshi Heen Elementary	\$149,029.00	\$264,113.00
Blatchley Middle School	\$189,838.00	\$389,423.00
Sitka High School	\$164,211.00	\$411,973.00
Pacific High School	\$25,808.00	\$20,183.00
SEACC	\$18,901.00	\$14,678.00
Total all Buildings	\$697,211.00	\$1,288,078.00
Emergency Cleaning	\$45.00	\$68.75
Extra Curricular	\$45.00	\$68.75

The District Administration recommends that the Board award Nana Management Services, the 1 year contract, with renewal options for four (4) years, in the amount of \$697,211.00, to provide custodial services for the Sitka School District.



CONSULTING SERVICES AGREEMENT

Effective Date: April 24, 2024

Contract Parties:

a. **Sitka School District (“Company”)**
300 Kostrometinoff Street
Sitka, AK 99835
Contact: Deidre Jenson
Tel: 907-747-1260
E-mail: jensond@sitkaschools.org

b. **Dynamic Fiscal Solutions (“Contractor”)**
415 University Avenue
San Diego, CA 92103
Contact: David Arp
Tel: 509-669-2002
E-mail: dave@akdfs.net

This agreement is entered into between the Company and Contractor as of the Effective Date (“**Agreement**”). Contractor and Company shall individually be referred to herein as a “**Party**” and collectively as the “**Parties.**” In consideration of the promises set forth in the Agreement, the Parties hereby agree as follows:

1. **DESCRIPTION OF SERVICES.** The Contractor shall provide the Company with the professional services and all the results thereof as described in the initial Statement of Work attached to this Agreement as Exhibit A and as may be further described in subsequent Statements of Work signed by the Parties (each, a “**SOW**”). For this Agreement, the services and all the results and proceeds thereof (separately defined below in Section 4 as the “**Work**”) shall be referred to collectively as the “**Services.**” Nothing herein shall require the Company to use the Contractor’s Services, in whole or part, or for the Contractor to perform any minimum number of hours. The Contractor shall adhere to all schedules and deadlines outlined in each SOW. All Services shall be deemed completed under a SOW when such Services have been delivered to the Company. Other than travel, materials, and support that the Company agrees to provide, it is the Contractor’s responsibility to pay for all costs and expenses that the Contractor incurs associated with the Services and to use the Contractor’s own equipment, supplies, and tools.

2. **TERM.** This Agreement will commence as of the Effective Date and continue until terminated in accordance with Section 9.

3. **COMPENSATION.** As full and complete consideration and compensation for Contractor’s Services and the rights granted to Company herein, upon Company’s receipt of a fully-signed copy of this Agreement and any subsequent SOW, Company shall compensate Contractor in the amount as set forth in each SOW, unless terminated earlier in accordance with Section 9. Compensation is contingent upon satisfactory delivery of Services according to each SOW, receipt of Contractor’s invoice, and in the case of reimbursements, copies of all relevant expenses that the Company has agreed to reimburse.

4. **OWNERSHIP RIGHTS.** Company shall solely and exclusively own all of Contractor’s original Work created pursuant to this Agreement and all applicable Sows.

5. **CONFIDENTIALITY.** “**Confidential Information**” means any and all trade secrets, information, and knowledge disclosed (orally or in writing) by the Company or the Contractor or any of their authorized representatives concerning either Party’s business or otherwise, other than that which is or becomes part of the public domain through no fault of Contractor, or that Company regularly gives to third parties without restriction on use or disclosure. Both Parties agree that they shall not directly or indirectly disclose Confidential Information to any person or entity outside the Company or make any use of such Confidential Information unless required by either Party in order to provide the Services, to disclose such information to either of the Parties’ accountants and lawyers or to comply with any applicable court order. Otherwise, both Parties agree that they will not allow any unauthorized person access to Confidential Information and shall take all action reasonably necessary to protect such Confidential Information.

6. RELATIONSHIP OF PARTIES

(a) Independent Contractor. The Contractor shall perform the Services as an independent contractor and the Contractor is not an employee or agent of the Company for any purpose. The Contractor has no authority to enter into any written or oral agreements or contracts on behalf of or to take any action that would impose liability on the Company, without the express written consent of an authorized Company officer. The Contractor will perform the requested Services under the general direction of the Company but the Contractor retains the right, in the Contractor's reasonable discretion, to direct, control, and supervise the details, manner, and means by which the Services are accomplished, subject to the requirement that Contractor will at all times comply with applicable local, state, and federal law and proper business practices and shall meet accepted professional and industry standards. The Company may take those actions it believes necessary to ensure that the Contractor provides the Services according to the terms of this Agreement.

(b) Taxes, Benefits, and Insurance. The Contractor and its employees, if applicable, are not entitled to receive any benefits that employees of the Company or its clients are entitled to receive such as workers' compensation, unemployment compensation, medical insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of performing the Services. Furthermore, the Contractor shall file all tax returns required by law and at all times abide by applicable federal, state, and local law requirements. The Contractor shall assume all liability for self-employment, payroll, and income taxes due on income earned pursuant to this Agreement and shall be solely responsible for payment of any and all types of insurance that are required and customary in industry practice including, without limitation, worker's compensation, unemployment, and disability insurance, each in sufficient amounts to cover the indemnifications set forth in this Agreement.

7. CONTRACTOR'S WARRANTIES AND INDEMNIFICATIONS. Contractor warrants and represents that:

(a) Contractor has the right and ability to enter into this Agreement and to grant the rights, and to provide the expertise, experience, and Services as provided in this Agreement. Furthermore, the Contractor operates as a business and regularly makes the Contractor's highly skilled services available to other clients and the general public, and has adequate insurance, any necessary license, and other conventional means of conducting business.

(b) Contractor has no business, professional, personal, or other interest including, without limitation, the representation of other clients that would conflict in any manner or degree with the performance of its obligations under this Agreement. Nothing herein shall preclude Contractor from engaging in other business activities, so long as such other activities do not violate or are not inconsistent with the terms and conditions of this Agreement or do not otherwise pose a conflict of interest with Contractor's obligations herein. If any such actual or potential conflict of interest arises while this Agreement is in effect, Contractor shall immediately provide Company with Notice of such conflict. If, in the Company's reasonable judgment, such conflict poses a material conflict to and with the performance of Contractor's obligations herein, the Company may terminate the Agreement upon Notice to Contractor and such termination shall be effective as of the date in such Notice.

(c) Except to the extent based on materials provided by the Company, all Services provided by the Contractor will be original to the Contractor or derived from materials or contributions for which the Contractor has obtained all required permissions, releases, rights, or licenses. Company's use thereof will not violate or infringe on any rights of any third party including, without limitation, copyright, trademark, patent, trade secret, unfair competition, contract, and other personal or proprietary rights, nor will the Company incur any liability or obligation, financial or otherwise, to any third party based on the Company's use of the Services.

(d) The Contractor has entered into written agreements with its employees and agents, to ensure compliance with all terms of this Agreement including, without limitation, the terms of Section 7, and Contractor's employees' and agents' obligations to assign to Company all right, title, and interest in and to the Work.

(e) The Contractor will not enjoin or interfere with the distribution, licensing, or exploitation of the Work or any other Company publication, product, service, or asset.

(f) Contractor shall indemnify and hold Company, its employees, assignees, and licensees, harmless from and against any losses, costs, expenses, reasonable attorneys' fees, judgments, settlements, and damages, resulting from any claim or action arising out of a breach or alleged breach of any provisions of this Agreement by Contractor. In addition, and without limiting the generality of the foregoing, the Contractor shall hold the Company harmless from any worker's compensation claim, unemployment insurance claim, wage claim, or discrimination claim made against the Contractor or Company by any person hired by the Contractor to assist Contractor in performing the Services.

8. COMPANY'S WARRANTIES AND INDEMNIFICATIONS. Company warrants and represents that:

(a) Company has the right and ability to enter into this Agreement and to grant the rights, and to accept the expertise, experience, and Services as provided in this Agreement. Furthermore, the Company has adequate insurance, any necessary license, and other conventional means of conducting business.

(b) The Company has no business, professional, personal, or other interest including, without limitation, the representation of other parties that would conflict in any manner or degree with the performance of its obligations under this Agreement. Nothing herein shall preclude the Company from engaging in other contracting services, so long as such other activities do not violate or are not inconsistent with the terms and conditions of this Agreement or do not otherwise pose a conflict of interest with the Company's obligations herein. If any such actual or potential conflict of interest arises while this Agreement is in effect, the Company shall immediately provide the Contractor with Notice of such conflict. If, in Contractor's reasonable judgment, such conflict poses a material conflict to and with the performance of Contractor's obligations herein, Contractor may terminate the Agreement upon Notice to Company and such termination shall be effective as of the date in such Notice.

(c) All materials provided by the Company will be original to the Company or derived from materials or contributions for which the Company has obtained all required permissions, releases, rights, or licenses. The Contractors' use thereof will not violate or infringe on any rights of any third party including, without limitation, copyright, trademark, patent, trade secret, unfair competition, contract, and other personal or proprietary rights, nor will the Contractor incur any liability or obligation, financial or otherwise, to any third party based on the Contractor's use of the Company's materials.

(d) The Company will not enjoin or interfere with the distribution, licensing, or exploitation of a Contractor publication, product, service, or asset.

(e) The Company shall not engage in actions that in the Contractor's judgment (i) interfere with the Contractor's existing or potential business operations including, without limitation, those with its members, employees, customers, licensees, affiliates, or any other third party; (ii) defame Contractor, its employees, directors, affiliates, or representatives; or (iii) discredit Contractor or tarnish its reputation and goodwill.

(f) The Company shall indemnify and hold Contractor, its employees, assignees, and licensees, harmless from and against any losses, costs, expenses, reasonable attorneys' fees, judgments, settlements, and damages, resulting from any claim or action arising out of a breach or alleged breach of any provisions of this Agreement by Company. In addition, and without limiting the generality of the foregoing, the Company shall hold the Contractor harmless from any claim made against the Contractor by any person hired by the Company to assist the Contractor in performing the Services.

9. TERMINATION

(a) **Termination for Convenience.** Either Party shall have the right to terminate this Agreement, in whole or part, effective within twenty (20) business days from providing the other written notice. Company will be obligated to pay Contractor for Services properly rendered to or reimbursements owed as of the effective date of such termination.

(b) **Termination Upon Breach.** Either Party may terminate this Agreement if the other Party materially breaches any of its warranties or obligations hereunder. The Notice of termination setting forth the nature of the breach shall be effective five (5) days (or such longer period as the non-breaching Party may authorize) after it is received by the breaching Party unless the breaching Party cures the breach within the time period provided in the Notice of the breach. Upon termination, the non-breaching Party may exercise any legal rights or remedies it may possess.

10. RETURN OF RECORDS. Within ten (10) business days of the expiration of this Agreement or the effective date of termination of this Agreement, Both Parties shall return to the other all materials created or used including, without limitation (a) materials that the Company provides to Contractor to provide the Services, (b) any and all completed Work; (c) any partially completed Work; and (d) any documents or materials containing Confidential Information.

11. INJUNCTIVE RELIEF. In the event the Contractor or the Company does not cure a material breach of any provision contained in this Agreement or any claims relating thereto, the Contractor or Company's interests will be irreparably injured, the full extent of damages may be impossible to ascertain, and monetary damages will not be an adequate remedy for Contractor or Company. Both parties will be entitled to enforce this Agreement by injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedies including, without limitation, attorney's fees and expenses, or court costs incurred in enforcing these provisions.

12. NONDISCRIMINATION. The parties hereby agree that no person shall, on the grounds of race, color, creed, national origin, sexual orientation, gender identification, religion, disability, or any other legally protected status, be excluded from or denied participation in, or otherwise subjected to, discrimination under any activity performed pursuant to this Agreement.

13. AGREEMENT TO RESOLVE CLAIMS. Except for disputes falling under Section 11 of this agreement, the Parties will attempt in good faith to amicably resolve any disputes between them arising out of or related to this Agreement, under the supervision of a mutually agreed upon mediator in the State of Alaska. If mediation fails to settle such a dispute, the Parties irrevocably and unconditionally consent to the exclusive jurisdiction of the State of Alaska, and the federal or state

courts having jurisdiction in the City and Borough of Sitka, Alaska, as the forum to initiate and prosecute to final judgment any legal action arising out of or in connection with this Agreement, and the Parties waive all challenges to venue.

14. ASSIGNMENT. Neither Party shall assign this Agreement or any rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the Parties.

15. FORCE MAJEURE. Neither Party shall be liable for or in default of this Agreement to the extent that performance of its obligations is delayed or prevented by reason of a *force majeure* occurrence, as the term is generally understood within industry practice for service contracts, provided that such Party gives the other Party prompt Notice thereof and, in any event, within twenty-four (24) hours of discovery thereof, and uses its best efforts to cure the delay. In the event of a *force majeure* occurrence.

16. GENERAL PROVISIONS

(a) Binding Agreement. This Agreement, along with all referenced or attached exhibits and all subsequent fully-signed SOWs which are incorporated herein by reference, shall be binding on and inure to the benefit of the Parties, their legal representatives, assigns, successors, and all who succeed to their rights. Each SOW adds additional language to the Agreement and to the extent that any provision of a SOW and the Agreement conflict, the provisions of the SOW will control.

(b) Notice. All notices provided for by this Agreement may be delivered electronically via Email or in writing, postage or transmission costs prepaid, to the attention of the respective contact and at the address first set forth above or such other address as a Party may from time to time designate in writing to the other (“**Notice**”). The Contractor shall also send a courtesy copy of all Notices to the Company’s CEO at the address first stated above.

(c) Applicable Law. This Agreement and all matters arising from or related to it or its subject matter shall be subject to and governed by the laws of the State of Alaska, and the federal or state courts having jurisdiction in the City and Borough of Sitka, Alaska, without regard to principles of conflicts of law and notwithstanding of the fact that either of the Parties now is or may be domiciled in a different state.

(d) Severability and Survival. The terms and provisions of this Agreement shall be deemed severable. Should any provision be prohibited by law, or otherwise invalid or unenforceable, such provision shall be deemed omitted from this Agreement, which, without such provision, shall remain in effect and the invalid or unenforceable provision shall, if possible, be replaced by a valid and enforceable provision that most closely approximates the intention of the Parties. It is specifically understood that the terms of Sections 4, 5, 6, 7, 8, 10, 11, 12, 13, and 16, and all other obligations normally surviving termination or expiration of an agreement, shall survive the expiration or termination of this Agreement for a period of no more than five years.

(e) Entire Agreement/Merger. This Agreement constitutes the entire agreement between the Parties and supersedes all other oral or written understandings and agreements between the Parties concerning the subject matter hereof. Any material amendments or modifications to this Agreement must be in writing and given to the Parties as set forth in Section 16(b). To the extent that any provision of a SOW subject hereto contains provisions that conflict with any provision of this Agreement, the provision of the SOW shall control.

(f) Waiver. If either Party fails, neglects, or delays enforcing any provision of this Agreement, or its rights or remedies, at any time, such failure, neglect, or delay will not in any way affect the validity of the whole or any part of this Agreement, nor prohibit the future enforcement of any right or remedy under this Agreement or that such Party is entitled by law to enforce.

(g) Counterparts. This Agreement may be executed in two or more counterparts, as well as via electronically transmitted signature, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

(h) Headings. All section headings have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions of this Agreement.

(i) Construction. This Agreement has been negotiated by the Parties in good faith. The Parties represent and warrant to one another that each has, by counsel or otherwise, actively participated in the finalization of this Agreement, and in the event of a dispute concerning the interpretation of the Agreement, each Party hereby waives the doctrine that an ambiguity should be interpreted against the Party that has drafted this document.

Each of the Parties executing this Agreement, through its undersigned authorized representative, and each representative so executing, hereby warrants and represents to the other Parties that the undersigned representative has full authority to execute this Agreement on behalf of the Party for whom said authorized representative purports to act.

SITKA SCHOOL DISTRICT

DYNAMIC FISCAL SOLUTIONS

By: _____

By: _____

Name: Deidre Jenson

Name: David Arp

Title: Superintendent

Title: Owner and Chief Executive Officer

Date: _____

Date: _____

EXHIBIT A
Statement of Work No.1

1. **Effective Date of this SOW:** April 24, 2024
2. **Term of this SOW:** April 24, 2024, through May 31, 2024, and continuing thereafter on a monthly basis unless otherwise terminated according to Section 9 in the Agreement.
3. **Work Site (Location where Services will be performed):** At locations of Contractor's choosing unless otherwise required by the Company.
4. **Description of Project:** Professional financial consulting services
5. **Description of Services:** The Contractor's point of contact at the Company for this SOW is Deidre Jenson at jensond@sitkaschools.org. The Contractor shall perform services by the terms and conditions outlined in this Agreement. The Contractor will consult, as needed, with the officers and employees of the Company concerning matters relating to the financial management and organization of the Company, financial practices, and generally any matter arising out of the regular business affairs of the Company. These "Services" include:
 - a. Overseeing the business office and the associated team members;
 - b. Overseeing the FY2024-25 budget design, presentation, and implementation;
 - c. Supporting the FY2023-24 financial statement management and analysis;
 - d. Providing Audit and year-end closing support;
 - e. Attending board, committee, and leadership meetings as needed;
 - f. Supporting banking needs and monitoring cash balances; and
 - h. Other duties as agreed upon by the Contractor and the Company's point of contact.
6. **Description of Work and Delivery Details:** The results and proceeds of the Services are to be remitted to the Company on a timely basis on dates set by the Company in writing.
7. **Materials and Support to be Provided by Company (if any):** Access to materials, databases, accounts, and personnel as required to perform the Services.
8. **Compensation and Payment Schedule:**
 - a. **Fee:** A flat fee of Fifteen thousand US Dollars (USD\$15,000) per month, rounded to daily increments of \$750 per day if partial service is required. The actual amount of Services required will vary based on the needs of the Company and the availability of the Contractor.
 - b. **Payment Terms:** Upon the Contractor's receipt of a fully-signed copy of the Agreement, the Company shall remit payment of the Fee within fifteen (15) business days from receipt of the Contractor's invoices submitted every month for Services performed within the preceding one-month period.
 - c. **Reimbursement:** If the Company requires the Contractor to travel, all expenditures will be billed on a reimbursement basis. The Contractor will include travel expenditures on the itemized statement and will provide copies of all receipts.



**RESOLUTION OF THE SITKA SCHOOL BOARD OF EDUCATION
RESOLUTION No. 2024-01**

**RESOLUTION IN SUPPORT OF SB 88 AND A DEFINED BENEFIT OPTION FOR TEACHERS
AND OTHER PUBLIC EDUCATORS**

WHEREAS, Alaska is the only state in the country that does not have some form of defined benefit pension plan for teachers, school support staff, school administrators, and public school educators¹;

WHEREAS, 89% of public school educators in the country have access to a guaranteed, defined benefit pension for life²; and

WHEREAS, Alaska eliminated the defined benefit pension plan for teachers, school support staff, and public school educators in 2005, going from having one of the best defined benefit pension plans in the country to the only one without a defined benefit pension plan for teachers, school support staff, and public school educators; and

WHEREAS, Teachers' Retirement System (TRS) employees are excluded from the Supplemental Annuity Plan (SBS-AP) that public employees are automatically enrolled in as part of their retirement. The Public Employees' Retirement System (PERS) employee (14.125%) and employer (11.125%) contributions total over 25% of wages for retirement investments. However, the TRS totals 15%, with 8% from the employee and 7% "match" from the employer; and

WHEREAS, many employees in TRS are not able to save enough for retirement; and

WHEREAS, defined benefit pensions are more efficient than 401k plans, providing about twice the value per dollar invested, with higher returns, and lower fees³; and

WHEREAS, Alaska is facing a teachers, school support staff, school administrator, and public school educator shortage and hiring crisis, and Alaska school districts' wages and benefits are no longer competitive compared to compensation provided in other neighboring states; and

WHEREAS, the Sitka School District (SSD) is facing a teachers, school support staff, school administrator, and public school educator shortage and hiring crisis, and has not been able to offer a defined benefit pension plan to teachers and other school staff, and has not been able to keep wages up with inflation; and

WHEREAS, in states where teachers and public school educators have a choice between a pension and a savings plan (like a 401k), they overwhelmingly choose a defined benefit pension plan⁴; and

WHEREAS, Sitka teachers, school support staff, school administrator, the Sitka Education Association, and the Sitka Educational Support Professionals Association have consistently and overwhelmingly expressed the need for a defined benefit pension plan in order to retain and recruit quality educators in Sitka and Alaska; and

WHEREAS, the ability to retain and recruit quality teachers, school support staff, school administrator, and public school educators is critical to the success of our schools, students, communities, and the future of Alaska; and

WHEREAS, research shows that the ability to offer competitive wages and benefits to teachers, school support staff, school administrator, and public school educators results in better academic, social emotional, and behavioral outcomes for students⁵; and

WHEREAS, the Sitka School Board believes and knows that the ability to offer a defined benefit pension plan to current and new teachers, school support staff, and school administrator is critical to our ability to retain and recruit quality public school educators.

NOW, THEREFORE, IT BE RESOLVED BY THE CITY AND BOROUGH OF SITKA'S SITKA SCHOOL BOARD, that:

The Sitka School Board finds that the State's failure to provide adequate benefits within Teachers' Retirement System (TRS) undermines the ability of districts statewide to provide compensation needed to adequately recruit and retain teachers.

The Sitka School Board strongly urges the Alaska Legislature and the Governor to significantly and appropriately increase the retirement compensation to all teachers in order to decrease teacher turnover and increase teacher quality.

The Sitka School Board urges the Alaska Legislature and the Governor to implement a mechanism to provide increased retirement security in TRS through a pension, and/or to increase retirement funding in amounts no less than retirement funding for other public employees (PERS.)

The Sitka School Board asks the Alaska Legislature and Governor to pass Senate Bill (SB) 88 Retirement System; Defined Benefit Option as a step in this direction.

Passed and approved, April 3, 2024

Tristan Guevin, President, Sitka School District School Board

Citations

1. National Education Association (NEA) – Alaska, "No Social Security? For Alaska Teachers, That's Just the Way It Is" (2023)
2. National Education Association (NEA), "Pension Fact Sheet for Schools, Communities, and Educators" (2019)
3. National Education Association (NEA), "Pension Fact Sheet for Schools, Communities, and Educators" (2019)
4. National Institute on Retirement Security, "Decisions, Decisions: An Update on Retirement Plan Choices for Public Employees and Employers" (2017)
5. National Education Association (NEA), "Pension Fact Sheet for Schools, Communities, and Educators" (2019)

WORKSHEETS for the district policy committee:

DISCARD WHEN FINISHED

Instruction

GOALS AND OBJECTIVES

BP 6010(a)

Note: The following policy may be revised to reflect a local school board's goals and objectives for student achievement. ~~However, Alaska regulation 4 AAC 06.825 requires school districts to set target dates for a graduation rate of 90% or better, and an attendance rate of 95% or better.~~ Effective 2014, if a school or subgroup does not meet the four-year or five-year graduation rate, it may qualify for an alternative graduation rate. If 10 or fewer students, after approved adjustments, enrolled in the ninth grade four or five years earlier, then the target graduation rates are satisfied if all but one of those students graduate. The subgroups are identified at 4 AAC 06.830 as follows: 1) students with limited English proficiency; 2) students with disabilities; 3) economically disadvantaged students; 4) African-Americans; 5) Alaska Native and American Indians; 6) students of two or more races; 7) Asians or Pacific Islanders; 8) Hispanics; and 9) whites.

Student Achievement

The School Board recognizes that the key work of school boards is to establish and promote a clear vision of student achievement as the top priority of the district. Student achievement will be defined by the district and include but not be limited to, assessment results, student attendance and drop-out rates, graduation rates, and percentages of students earning certificates of completion and diplomas.

The School Board recognizes that student achievement cannot occur if students do not regularly attend school. For this reason, the School Board sets a target date of _____[2029insert year] to achieve an attendance rate of 95% or better for the district's schools and its students.

Graduation represents the culmination of a student's achievement in the district. The School Board believes that all student have the potential to graduate. The Board sets a target date of _____2029 [insert year] to achieve a graduation rate of 950% or better for the district's schools and its students.

The superintendent will ensure development and implementation of a comprehensive, collaborative planning process that engages the school community in the district's continuous student achievement improvement program efforts to achieve the district's vision and mission.

The district's program will be consistent with the Alaska Department of Education and Early Development requirements for content standards and high school graduation.

The School Board will, in striving for continuous improvement of student achievement, annually review district and individual school data on student achievement, prioritize, allocate and realign resources as necessary.

The superintendent will develop administrative regulations as needed to implement this policy.

(cf. 0100 – Philosophy)

(cf. 0210 – Goals for Student Learning)

(cf. 0500 – Review and Evaluation)

(cf. 5000 – Concepts and Roles)

(cf. 6000 – Concepts and Roles)

(cf. 9000 – Role of School Board and Members)

WORKSHEETS for the district policy committee:
DISCARD WHEN FINISHED

Instruction

Legal Reference (see next page):

GOALS AND OBJECTIVES (continued)

BP 6010(b)

Legal Reference:

ALASKA STATUTES

14.03.075 College and career readiness assessment; retroactive issuance of diploma

ALASKA ADMINISTRATIVE CODE

4AAC 04.140 Content standards

4 AAC 06.825 Graduation and attendance rates

Revised 3/20169/2023

WORKSHEETS for the district policy committee:

DISCARD WHEN FINISHED

Instruction

AASB POLICY REFERENCE MANUAL

9/92

WORKSHEETS for the district policy committee:

DISCARD WHEN FINISHED

Business and Noninstructional Operations

CONTRACTS

BP 3312

The Superintendent or designee may enter into contracts on behalf of the district. All contracts must be approved or ratified by the School Board.

(cf. 3300 - Expenditures/Expending Authority)

Contracts between the district and outside agencies shall conform to standards required by law and shall be prepared under the direction of the Superintendent or designee. Contracts, where appropriate, shall be submitted to the legal advisor of the district for review and approval.

A contract for professional and technical services, or other purchases, services, or any amendment to a professional and technical services, or other purchased services contract, may not be enforced against the District unless its terms have been approved in accordance with Board Policy and Administrative Regulations and unless the contract or amendment(s) to the contract has been verified in writing that there are sufficient funds for the term of the contract.

All contracts, leases, and agreements shall be signed by the Superintendent or designee. The District shall execute all contracts, leases, and agreements.

The district shall not enter into any contract with a person, agency, or organization if it has knowledge that such person, agency or organization discriminates on the basis of race, color, creed, sex, religion, ancestry, national origin, age or non job-related handicap or disability, either in employment practices or in the provision of benefits or services to students or employees.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Legal Reference:

ALASKA STATUTES

14.08.101 Powers

ALASKA ADMINISTRATIVE CODE

4 AAC 27.085 Competitive pupil transportation proposals

4 AAC 27.100 Contractor's duties

4 AAC 31.065 Selection of designers and construction managers

4 AAC 31.080 Construction and acquisition of public school facilities

CODE OF FEDERAL REGULATIONS

2 C.F.R. 200.317-326, Procurement Standards

WORKSHEETS for the district policy committee:
DISCARD WHEN FINISHED
Business and Noninstructional Operations

Revised 3/17/2023

AASB POLICY REFERENCE MANUAL
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WORKSHEETS for the district policy committee:

DISCARD WHEN FINISHED

Students

SCHOOL DAY

BP 6112

Note: Pursuant to AS 14.03.040, the school board may approve Saturday as a day in session. The following sample policy may be revised or deleted to reflect district philosophy and needs.

The School Board shall fix the length of the school day subject to the provisions of law.

The school day shall be arranged and scheduled by the administration so as to offer the greatest return educationally for the time spent, within the limitations of school facilities and requirements of state law and regulations.

A school that offers kindergarten shall provide a kindergarten day in session that consists of at least two hours of instructional time. A kindergarten student who attends school for less than four hours per day, exclusive of intermissions, will be counted for funding purposes under 4 AAC 09.040, Counting of correspondence students and part-time public school students.

Legal Reference:

ALASKA STATUTES

14.03.40 Day in session

ALASKA REGULATIONS

4 AAC 05.100 Kindergarten day in session

4 AAC 09.040 Counting of correspondence students and part-time public school students

Revised 9/2023

FAMILY ENGAGEMENT

BP 5124.1

Note: This is not a required policy and may updated at the discretion of the Board.

The Board recognizes families provide early and ongoing education to their children, and a strong collaboration between families and schools will ensure students continue to receive the supports they need to thrive and be prepared in school and beyond. The board also believes that partnerships with parents, guardians, and families are an important part of the educational program. Current research indicates a home to school partnership and greater involvement on the part of parents and families in the education of their children generally result in higher achievement scores, improved student behavior and reduced absenteeism. All parents, guardians, family members and foster caregivers have clear and active roles to contribute to the education of their children or foster children. All students can be successful when schools and families partner in children’s education.

The District is committed to promoting family engagement as an integral part of the educational experience. Through family engagement we will:

1. Establish a welcoming and inclusive environment that actively encourages family involvement in their child's education.
2. Foster effective communication and collaboration between families, schools, and the community to support student success.
3. Provide resources, training, and opportunities for families to enhance their capacity to support their child's learning and well-being.
4. Provide resources, training, and opportunities for school staff to enhance their capacity to engage in meaningful partnerships with families.
5. Recognize and respect the diverse cultures, backgrounds, and perspectives of all families in our district.

By implementing this Family Engagement Policy, the District aims to strengthen the partnership between parents, guardians, families, schools, and the community, ultimately enhancing student achievement and fostering a supportive educational environment.

In addition, building administrators/designees of schools receiving Title I funds will jointly develop with and distribute to parents of children participating in Title I programs a written parent and family involvement policy and guidelines that increases family interest in partnership and involvement. The requirements of the policy and guidelines are consistent with Federal and State law.

(cf. 6171 – Title I Programs)

Created 9/2023

Model Policy

AR 5124.1 FAMILY ENGAGEMENT

Note: This is not a required administrative regulation and may be updated at the discretion of the Board.

The administration may train, support, and improve school and family partnership by integrating some of the following approaches:

Welcome and Inclusive Environment

1. Creating a welcoming and inclusive environment for parents, guardians, and families by providing clear and accessible information about school policies, programs, and activities;
2. supporting meaningful two-way communication between school and home that welcomes families into the school and learning environment;
3. hosting orientation events, open houses, and parent-teacher conferences to foster connections between parents, guardians, and families;
4. respecting and welcoming parents, guardians, and family members as partners in decisions affecting children and families, as well as visitors to the schools;
5. encouraging parents, guardians, and family members to be in the schools and help co-lead school-related activities;
6. encouraging school administrators to set expectations and create a climate conducive to parent, guardian, and family participation;

Communication and Collaboration

7. communicating with parents, guardians, and family members about Board policies and regulations, as well as how to navigate to them;
8. establishing multiple channels of communication to facilitate regular and meaningful dialogue between parents, guardians, families, and school staff, including newsletters, emails, school websites, social media, and other appropriate platforms;
9. providing parents, guardians, and families with timely and relevant information about their child's academic progress, attendance, and behavior. Progress reports, report cards, and parent teacher conferences will be utilized to maintain ongoing communication;
10. engaging in meaningful parent-teacher conferences to discuss student progress toward meeting academic content standards and other **family** learning goals, individual instructional needs and student welfare issues;
11. providing opportunities for parents, guardians, and families to engage in decision making processes, such as through family surveys, focus groups, and participation in school improvement planning will be provided;

12. expanding parent, guardian, and family involvement in decision-making through parent groups and Board and school advisory committees;

Capacity Building

13. creating meaningful roles for parents, guardian, and family members to play in supporting, reinforcing, and assisting student learning;
14. promoting parent, guardian, family involvement in their child's learning through the provision of tools, strategies, and resources that families can use at home.
15. providing opportunities for parent, guardian, and family input in school programs and curriculum;
16. promoting the creation of authentic opportunities for families to support one another in school and with parenting that integrate the diverse knowledge, learning styles, and cultural backgrounds within the school community;
17. offering workshops, training sessions, and resources to support parents, guardians, and families in understanding the curriculum, effective parenting practices, and strategies to support their child's learning and well-being.
18. Collaborating with community organizations and agencies will be encouraged to provide additional support and resources for parents, guardians, and families, such as workshops on health and wellness, financial literacy, and college and career readiness.

School Staff Capacity

19. support meaningful roles for school staff in supporting and reinforcing meaningful partnerships with families;
20. supporting appropriate professional development opportunities that enable staff members to build stronger relationships and increase the effectiveness of school staff working on parent, guardian, and family involvement strategies;

Cultural Responsiveness

21. Striving to create an inclusive environment that celebrates and honors the cultural backgrounds, languages, and traditions of all families.
22. actively seeking input from parents, guardians, and families to inform culturally responsive teaching practices and curriculum development.
23. developing methods to accommodate and support parent, guardian, and family involvement for parents with special needs such as Special Education.
24. developing methods to accommodate and support parent, guardian, and family involvement for parents who are English Language Learners.
25. assessing the effectiveness of family and school partnership, including previously underserved parents, guardians, and families with special needs.

Monitoring and Evaluation

The effectiveness of this Family Engagement Policy will be periodically assessed and reviewed by the district. Feedback from parents, guardians, families, staff, and community members will be sought to identify areas of improvement and make necessary revisions to the policy.

Revised 9/2023

AASB POLICY REFERENCE MANUAL

9/92

AASB Policy Reference Manual