

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, October 2, 2024 | 5:45 PM | Harrigan Centennial Hall, 330 Harbor Drive, Sitka, AK 99835

Proposed Agenda

1. **Recognitions - 5:45 - 6:00 p.m.**
 - Haa Latseeni
 - SSD Principals
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 September 4, 2024
 - 6.b. Personnel Report
 - 6.c. Revision of MOU between CBS and SSD for Joint Use of SSD Facilities and Equipment (Parks and Recreations)
 - 6.d. Addendum to MOU Between CBS and SSD for Joint Use of SSD Facilities and Equipment - Blatchley Pool
 - 6.e. ~~Approval of Maintenance MOA between SSD and CBS~~
 - 6.f. Approve MOU Between SSD and YAS
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. **School Highlights - XTS**
10. **Reports and Presentations**
11. **Board Member Reports**
12. **Superintendent Update**
13. **New Business**
 - 13.a. Approval of contract for Psychological Services
14. **Correspondence and Information**
15. **Future Agenda Items/Upcoming Events**
 - 15.a. October 8, 2024 - 6:00 p.m. - Special School Board Meeting - Oath of Office to Newly Elected Board Member(s)

15.b. October 23, 2024 - 6:00 p.m. - Special School Board Meeting to Appoint to Vacant Seat -
in DO Boardroom

15.c. October 25-26, 2024 - AASB Board Training

15.d. TUESDAY November 5, 2024 - Regular School Board Meeting - 5:45 p.m. SITKA HIGH
SCHOOL LIBRARY

15.e. November 7-10, 2024 - AASB Annual Conference - Anchorage

16. **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.

SITKA SCHOOL BOARD MEETING
September 4, 2024 – 6:00 p.m.
Harrigan Centennial Hall

Sitka School District

Superintendent: Dr. Deidre Jenson

1. **RECOGNITIONS**
 - SHS State Champion Track Teams
 - Jared Williams and Maintenance Crew
 - Shelley Gillaspey

2. **CALL TO ORDER** The meeting of the Sitka School Board was called to order by Vice President Todd Gebler at 5:57 p.m. at Harrigan Centennial Hall.

3. **FLAG SALUTE**

4. **LAND ACKNOWLEDGEMENT**

5. **ROLL CALL** In attendance were board members Tom Williams, Phil Burdick, Steve Morse, and Vice President Todd Gebler. The meeting was quorate.

6. **APPROVAL OF THE PROPOSED AGENDA AND CONSENT AGENDA**
 - a. **MINUTES FROM AUGUST 14, 2024**
 - b. **PERSONNEL REPORT**

7. **PERSONS TO BE HEARD** **Beth Short-Rhodes** addressed the board regarding school libraries and offering students the opportunity to check out books.

8. **SPECIAL REPORTS: GOVERNMENT TO GOVERNMENT** There was no government to government report at this meeting.

9. **SCHOOL HIGHLIGHTS** Each school principal reported to the board on the start of the school year and activities in their buildings.

10. **REPORTS AND PRESENTATIONS** There were no reports or presentations at this meeting.

11. BOARD MEMBER REPORTS

Francis Myers, the new Student Representative on the school board reported on activities at the high school. As Student Representative, Mr. Myers said he intends to represent all students in the district, with plans on visiting each school to visit with students.

Mr. Burdick will attend the first SHIP meeting (KGH Parent Advisory Committee) on September 9th. He will be attending the AASB Fall Boardsmanship Academy in September.

Mr. Williams reported on meeting with Senator Sullivan's staffer to discuss childcare needs in the area. He also shared that he had visited each school to see how first days were going.

Mr. Gebler welcomed Mr. Myers to the board. He stated that the recent board training with AASB was productive.

Mr. Morse expressed thanks to Mr. Myers for bringing the student perspective to the board. He also shared that he had met with Mr. White and Mr. Shelton from BMS.

12. SUPERINTENDENT UPDATE

Superintendent Jenson thanked Scott McArthur, IT Director, for helping to connect buildings to StarLink during the recent internet outage.

Dr. Jenson reported that enrollment is 30 students fewer than what the FY25 budget was based on. She also reported that Business Manager Kathryn Hollis-Buchanan has been training school secretaries in managing building budgets. The final fund balance will be available once the audit is completed. Dr. Hollis-Buchanan has been working with Ventures to make it sustainable and profitable; setting up systems for buildings, and working on SOPs.

Dr. Jenson is still waiting to receive approval from DEED to start a PreK program in the district.

Dr. Jenson is considering creating a position to fill the gaps left behind by the transfer of the maintenance department from SSD to CBS. She has approached Tremco for a condition and design contract – the cost for the roof assessment must be under \$50,000 to meet the criteria for reimbursement

13. NEW BUSINESS

a. APPROVAL OF 2025 AASB RESOLUTIONS

Mr. Burdick moved, and **Mr. Williams** seconded to approve the AASB 2025 Resolutions and renew the sunseting resolutions as presented.

The motion PASSED without opposition.

**14. FUTURE AGENDA
ITEMS/UPCOMING
EVENTS**

- a. SEPTEMBER 12, 2024 -
APPOINTMENT TO
SCHOOL BOARD
VACANCY
6:00P.M. IN DISTRICT
OFFICE
BOARDROOM.
- b. OCTOBER 2, 2024 –
NEXT REGULAR
SCHOOL BOARD
MEETING – 5:45 P.M.
HARRIGAN
CENTENNIAL HALL

15. ADJOURNMENT

Mr. Burdick moved, and **Mr. Williams** seconded to adjourn the meeting.

The meeting adjourned at 6:47 p.m.

Sitka School District Personnel Report

as of 10/1/2024

Certified Employees Recommended for Employment		
Name	Current Position	Date Effective
Certified Employees Left Employment		
Name	Current Position	Date Effective
Quevedo, Brenda	SHS Teacher	09/20/2024
Classified Employees Recommended for Employment		
Name	Current Position	Date Effective
Piedra, Mercedes	SHS Paraprofessional	09/04/2024
Smith, Chelsea	Xoots Paraprofessional	09/09/2024
Bruno, Morgan	Xoots Paraprofessional	09/16/2024
Richards, Kateri	School Nurse	09/23/2024
Rasmussen, Bernadette	Xoots Paraprofessional	09/30/2024
Serka, Laurie	KGH Secretary	09/30/2024
Lechowicz, Adam	SHS Paraprofessional	10/07/2024
Classified Employees Left Employment		
Name	Current Position	Date Effective
Schwarz, Hartmut	SHS Paraprofessional	05/23/2024
Classified Employees Changed Positions		
Name	Current Position	Date Effective

MEMORANDUM OF UNDERSTANDING BETWEEN CBS AND SSD
FOR JOINT USE OF SSD FACILITIES AND EQUIPMENT

This Memorandum of Understanding (MOU) is entered into by and between the City and Borough of Sitka (CBS) and the Sitka School District (SSD), collectively referred to as the "Parties." The purpose of this MOU is to establish and define the rights, responsibilities, and obligations between the Parties with respect to joint use of certain buildings and facilities (schools, gyms, etc.), hereinafter referred to as the "SSD Facilities."

Recitals

WHEREAS, the parties have historically worked together to maximize the benefit provided to the public of certain recreational facilities and buildings owned by the CBS but maintained and operated by SSD; the rights, responsibilities, and obligations between the parties for this mutual use are set forth below:

- A. The CBS is a home rule municipality, organized and operating under the laws of the State of Alaska;
- B. The SSD is a system of public education for the municipality, established under Article X of the Home Rule Charter of the CBS which grants authority to a school board to operate the public education system, and is governed by Title 14 of the Alaska Statutes;
- C. The CBS owns the SSD Facilities, which the SSD uses for its public education system;
- D. The Sitka General Code (SGC), Section 2.10.080, entitled "Public school system," grants the SSD, through its school board, the responsibility for operating and maintaining the SSD Facilities used by the SSD for its public education system;
- E. The CBS has a Parks and Recreation Division, hereinafter referred to as the "Division," with a Program Coordinator and staff as funded, with the purpose of providing year-round recreation and community education programs for persons of all ages, including, but not limited to, gym programs like basketball and volleyball, open gyms, and other sports and activities, field programs like softball, soccer, disc sports, and other sports and activities, classroom programs for community education and enrichment, aquatics programming like swim lessons, open and lap swims, and water safety programs for community health and safety;
- F. The Parties recognize that it is beneficial that the Division use the SSD Facilities, and related equipment, for the Division's recreation and community education programs;
- G. The Parties further recognize the need for scheduling the use of the SSD Facilities, including classrooms, gyms, and fields, to best serve the community and students;
- H. The Parties agree that they share common goals for providing activities and opportunities for the well-being of the community and students, and;

- I. The Parties agree that their limited financial resources can be maximized by the Parties working together to administer the use of the SSD Facilities for the benefit of the community and students in accordance with the Parties' common goals.

NOW, THEREFORE, the Parties agree as follows:

A. Use of SSD Facilities and Equipment by the Division.

1. **SSD Facilities.** The SSD authorizes the Division to use designated spaces, as authorized by the superintendent, for non-school purposes when the SSD Facilities are not being used by the SSD for school purposes. The Division will use the SSD Facilities only for purposes that serve to provide activities and opportunities for the well-being of the community, consistent with Division policies and goals. The Division shall be responsible for administering and managing all aspects of its use of the SSD Facilities, in consultation with the SSD.
2. **Scheduling and Priority of Use.** In general, it is understood by the Parties that SSD use of its facilities for SSD school uses has priority over Division use during out-of-school time during the school year and in the spring/summer. The Division shall be responsible for scheduling SSD Facilities for non-school uses. The SSD will not interfere with the normal operations of the Division. The hours of use of the SSD Facilities shall be as determined by the Division in consultation with the SSD. Once a Division use has been scheduled, upon reasonable notice of not less than 30 days, or by mutual consent, the SSD may limit access or relocate use by the Division to accommodate a SSD event, or other SSD need, which takes priority in accordance with SSD policies.
3. **Addendums.** Facility addendums are attached to this MOU to outline expectations for allowable specific facility use (i.e. Blatchley Middle School equipment, common spaces, classrooms and scheduling expectations, use and operation of the Blatchley Pool, etc.). In the event specific provisions in an addendum conflict with provisions in this MOU, the addendum shall control.
4. **SSD Equipment.** The SSD has various equipment and supplies used in its programs that may, upon request by the Division and approval of the SSD, be made available to facilitate and support the programs and activities offered by the Division. The equipment is subject to sections C, D, and E, below.
5. **CBS Fields.** The Division will schedule use of CBS fields. SSD will submit to the Division, in advance, its schedules for sports and activities on CBS fields. The SSD schedules will receive priority for field use. The Division will require and issue field use agreements to field users under terms deemed reasonable and appropriate by the Division.
6. **Facility Use Agreements.** The Division will require and issue facility use agreements to users it deems, in its sole discretion, require a use agreement, under terms deemed reasonable and appropriate by the Division, in consultation with the SSD.
7. **Other use provisions.** The SSD will provide the Division with office space and storage at Blatchley Middle School. The Division will be responsible for providing its own office

equipment and supplies. The SSD will facilitate phone services for the Division at a mutually agreeable fee. Internet access at Blatchley Middle School is the responsibility of the Division. The SSD will obtain and pay for custodial services for SSD Facilities. The Division will pay 4% of contracted custodial services annually. The Division will also pay for extraordinary custodial services incurred beyond the scope of SSD's contracted custodial services. The Division will make reasonable efforts to make a request in advance (at least two weeks, if able), through SSD designated staff, to the custodial services contractor, as to the extent (type, location, and times) of the services required.

- B. Fees.** There will be no fees paid to SSD from the Division for use of the SSD Facilities. Any user fees collected by the Division will belong solely to the Division. The Division will be responsible for facility security when Division use occurs before and after scheduled school hours or when Division users are the sole occupants of the facility. The Division will not be responsible for security in areas where SSD events are concurrently being held, nor during scheduled school hours.

- C. Maintenance, Alterations, and Inspections.** The Division will keep the SSD Facilities, and any equipment used, in good order, condition, and repair. The Division is responsible for any facility set-up and take-down needed for its programs. In all activities, the Division will act with due care, in accordance with applicable laws and SSD policies, and in a manner consistent with the nature of any nearby activities in the facility. The Division may not make improvements or alterations to SSD Facilities without first obtaining written approval from the SSD. The Division may post temporary signage to assist with program delivery. The Division may not post permanent signage either on the exterior or interior of a facility without first obtaining approval of the SSD. The SSD may inspect the space being used by the Division at any reasonable time. The SSD may immediately remove or ask the Division to remove any material the Division brings into the space the SSD deems dangerous, inappropriate, or harmful to the SSD working environment.

- D. Damage and Loss.** The Division will be responsible for any out of pocket expense of SSD due to damage to the SSD Facilities or equipment caused by the Division or any user under the Division, or for the theft or damage of any equipment or other property in SSD Facilities, not to exceed the facility's insurance coverage deductible for such loss. The Division will fully reimburse the SSD for all costs incurred in repair or replacement of damaged or stolen property, of which the parties have agreed are not to be covered by insurance. The SSD will not be responsible for the loss, theft or damage of any equipment or property belonging to the Division, or any users under the Division, that may be stored or brought into a SSD Facility. The Division assumes the risk of such loss. The Division will reimburse the SSD for the cost of wear to SSD equipment used by the Division in a reasonable amount mutually agreed upon by the parties.

E. No Representations or Warranties. The SSD is not making any representations or warranties to the Division, or its users, about SSD Facilities, or equipment, including the suitability or sufficiency for the Division's use. The Division accepts the SSD Facilities and any equipment used on an "as-is" basis as of the date of use.

F. Insurance.

1. **General Liability and Property.** The CBS and the SSD will continue to maintain separate comprehensive general liability insurance for their respective uses and programs. The SSD will continue to maintain property insurance protecting against damage to the facility and equipment. The Parties agree to work together to ensure that all uses, facilities, and equipment are covered under at least one policy. The Party that was the primary user of the facility at the time a loss occurs will have primary responsibility to claim that loss on its insurance policy, if so covered.
2. **Other Users/Rentals.** The Division will require its users to obtain event/activity general liability insurance when using SSD Facilities when the Division deems, in its sole discretion, it reasonable to do so and for coverage amounts as determined to be reasonable by the Division.

G. General Provisions

1. **Term.** The term of this MOU is intended to be perpetual.
2. **Termination or Revocation.** This MOU may be terminated by the CBS at any time, with or without cause, by giving thirty (30) days prior written notice to the SSD, or as otherwise mutually agreed by the Parties. This MOU may be terminated by the Sitka School Board at any time, with or without cause, by giving one (1) year prior written notice to the CBS Assembly. The Parties may mutually agree to terminate this MOU at any time. Upon termination, the Division will, at its expense, surrender the office space and all SSD Facilities in good order and condition, reasonable wear and tear excepted, and will remove all the Division's, and its users, personal property.
3. **Modification.** This MOU may be modified or amended only as mutually agreed by the Parties in a writing signed by both Parties and explicitly stating that it is an amendment to this MOU. Each party agrees to independently reevaluate the terms and conditions of this MOU annually and bring any desired amendment to the MOU or addendums to the other party on or before September 30th. If deemed mutually desirable, the Parties shall make written amendment to this MOU for the mutual benefit of the Parties. A party shall have 30-days from receipt of a request for a change, amendment, or modification to accept, reject, or propose an alternative. If no action is taken within 30-days, the change, amendment, or modification shall be deemed rejected.

4. **Assignment.** Neither Party may assign, transfer, delegate, license, sublease, or subcontract any of its rights or obligations under this Agreement without prior written consent of the other party.
5. **Benefits.** This MOU is for the exclusive benefit of the CBS, through its Division, and the SSD, and not for the benefit of any third party including, without limitation, any user of the Division.
6. **Interests.** The Parties are and will remain independent contracting entities. The Division will have sole responsibility for the planning, management, and implementation of the Division's activities in SSD Facilities. The arrangements contemplated by this MOU do not create an ownership, lease, other property interest, other property relationship, partnership, joint venture, employment, fiduciary, or similar relationship for any purpose.
7. **Compliance with Laws and Regulations.** The Parties shall comply with all applicable laws, regulations and ordinances in application of this Agreement. Upon execution of this Agreement SSD shall maintain all licenses, permissions, authorizations, consents and permits needed to maintain and operate its facilities in order to carry out its obligations under this Agreement. The Division shall maintain all licenses, permissions, authorizations, consents, and permits needed to maintain and operate its fields and any facility that is not managed by the SSD but used by the SSD as per this Agreement.
8. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
9. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination, expiration, or modification of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, and Survival.
10. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Alaska. Any dispute based on the terms of this agreement shall be heard in the Courts of the State of Alaska.
11. **Entire Agreement.** This MOU comprises the entire agreement between the parties regarding the shared use of facilities, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with the exception of Addendums specific to this MOU that are mutually agreed to and signed by the Parties.
12. The individuals authorized to sign this MOU and act as agents are for the CBS, the Municipal Administrator, and for the SSD, the Superintendent.

City and Borough of Sitka

9/13/2024

Date

John M. Leach Digitally signed by John M. Leach
Date: 2024.09.13 08:37:15 -08'00'

By: John Leach
Its: Municipal Administrator

Sitka School District

9/16/24

Date

Deidre Jensen

By: Dr Deidre Jensen
Its: Superintendent

ADDENDUM TO
MEMORANDUM OF UNDERSTANDING BETWEEN CBS AND SSD
FOR JOINT USE OF SSD FACILITIES AND EQUIPMENT
-BLATCHLEY POOL-

This Addendum to the Memorandum of Understanding (MOU) is entered into by and between the City and Borough of Sitka (CBS) and its Parks and Recreation Division, and the Sitka School District (SSD), collectively referred to as the "Parties." The purpose of this addendum is to establish and define the rights, responsibilities, and obligations between the Parties with respect to the operation, maintenance, and programming of Blatchley Pool, hereinafter referred to as "the Pool."

Recitals

WHEREAS, historically the SSD has operated, maintained, and programmed the Pool, and the CBS will assume some of the operation, maintenance, and programming of the Pool as set forth below:

- A. The CBS owns the Pool, which the SSD uses for its public education system;
- B. Sitka General Code (SGC), Section 2.10.080, entitled "Public school system," grants the SSD, through its school board, the responsibility for operation, supervision, and maintenance of SSD facilities and buildings for its public education system;
- C. The CBS has a Parks and Recreation Division, hereinafter referred to as "the Division" with a Parks and Recreation Coordinator and Aquatics Supervisor and other staff as authorized, with the purpose of providing year-round recreation and community education programs for persons of all ages, including aquatics programs to be offered at the Pool;
- D. The Parties recognize that it is beneficial that SSD use the Pool, and related equipment, for SSD's education programs;
- E. The Parties further recognize the need for scheduling the use of the Pool to serve SSD essential programs (SPED Aquatics Therapy, cold water safety units, BMS swim units, etc.) and that these programs will be given priority scheduling during the school year;
- F. The Parties agree that they share common goals for providing activities and opportunities for the well-being of the community and SSD students; and
- G. The Parties agree that their limited financial resources can be maximized by the Parties working together to administer the use of the Pool for the benefit of the community and SSD students in accordance with the Parties' common goals.
- H. This MOU is intended to establish the relationship between CBS and SSD regarding the Pool.

NOW, THEREFORE, the Parties agree as follows:

- A. **Operational expenses**. The CBS and the Division will pay for the following operational expenses related to the Pool:
 - 1. **Utilities**. Pool utilities include electricity, water, sewer, garbage and heating. It is understood by both Parties that pool utilities are a **combined expense**. CBS will contribute \$100,000 per fiscal year to help cover utility costs including exclusively costs for water, sewage, garbage, electricity and heating fuel costs.
 - 2. **Custodial**. CBS agrees to pay 20% of the current and future Pool Custodial contracts. In addition, CBS and SSD agree that a representative from both will be involved in any renewal Custodial Contract negotiations, and both will be required signatories to any future Custodial Contract for the Pool.

3. Chemical and supplies. The Division is responsible for all consumable supplies related to Pool operations.
 4. Insurance. The SSD agrees to maintain and pay for comprehensive general liability and property damage insurance for the Pool, including the building and all equipment, consistent with current coverage levels. CBS shall maintain general liability and property insurance to cover its uses of the pool, and associated equipment, not otherwise covered under SSD's policy. The SSD shall immediately notify CBS in writing in the event of any changes or cancellations to insurance coverage. The Parties agree to work together to ensure that all uses, equipment, and facilities related to the pool are covered under at least one insurance policy. The Party that was the primary user of the facility at the time a loss occurs will have primary responsibility to claim that loss on its insurance policy, if so covered.
- B. Use of the Pool by SSD. The Parks and Recreation Coordinator and Aquatics Supervisor will coordinate with the SSD and staff to provide priority access to the Pool during the school year for SSD aquatics programming.
1. Scheduling.
 - a. In general, it is understood by the Parties that SSD programs shall have schedule priority during the "school-year," as defined by the SSD academic calendar, and the Division will have schedule priority outside of the school-year and during out-of-school hours during the school year, except for SHS Swimming and Diving uses.
 - b. The Division's scheduling software shall be used to schedule all Pool use.
 - c. Prior to the start of the school-year, the Aquatics Supervisor and an SSD representative shall coordinate their proposed programs and schedules, and SSD shall provide a tentative list of programs that it intends to run during the upcoming school year with dates and times of use.
 - d. 90-Day Window: In any event, all SSD programs (SPED, SHS Swimming and Diving, BMS Swim Unit, Cold Water Safety) must be scheduled 90-days prior to the start date of that program. The Division will not schedule a CBS program more than 90-days prior to its start date without the consent of SSD. CBS programs shall be scheduled after the 90-day priority window for SSD ends. SSD scheduling requests with less than 90-days notice will be made if the schedule allows.
 - e. The Division shall be responsible for scheduling, invoicing, administering, and managing all aspects of its use of the Pool not related to an SSD use. All SSD uses and programs shall comply with applicable Division policies, procedures, and guidelines for scheduling and use.
 2. Staffing of SSD Programs. SSD is responsible for providing staff and instructors, at appropriate lifeguard-to-swimmer ratios, with required certifications, to oversee SSD pool use and SSD programs. When possible, CBS may assist with providing professional aquatic services, with or without charge, depending on the request and to be determined by the sole discretion of the Aquatics Supervisor.
 3. Certification verification. SSD will provide CBS with verification of all certified staff providing instruction and/or lifeguard duties for all SSD programs conducted at the Pool. The Division can provide resources and/or training, at its discretion and as funding allows, to ensure that all staff can be properly certified as necessary. Ultimately, however, it is SSDs responsibility to provide all necessary training and certification for any SSD staff or instructors working at the Pool.

4. **Pool Equipment.** The Pool currently has various equipment and supplies used in its programs that will become the property of CBS upon execution of this agreement. This equipment and supplies may, upon request by the SSD and approval of the Division, be made available to facilitate and support the programs and activities offered by the SSD.
5. **Other use provisions/fees.** The SSD will compensate the Division for use of the Pool when it wishes to have exclusive use of the Pool at a time normally reserved for Division use, and such use displaces a scheduled fee generating CBS use. When revenues intended to support SSD Pool use are available to SSD, exclusive of local support for education provided by CBS, SSD agrees to use said revenue to compensate CBS for other Pool use to the greatest extent possible.
6. **Fees and Invoicing.** SSD programs (SPED, SHS Swimming and Diving, BMS Swim Unit, Cold Water Safety) and regular SSD uses during school hours will be invoiced but will not be charged a fee. SSD uses that necessitate CBS staff, the use of other CBS resources, or the displacement of a regularly scheduled fee generating CBS use may be charged use fees. These fees will be negotiated with the Division prior to that use being scheduled. The Division shall have final authority on what uses are charged fees, consistent with the general rule that SSD will not be charged fees for its programs.
7. **Indemnification.** The SSD shall defend, indemnify and hold harmless CBS against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney's fees and costs, and the cost of enforcing any right to indemnification hereunder, incurred or arising from SSD's use of the Pool or an SSD program. The SSD hereby assumes liability for any loss incurred or arising from its use of the Pool or any of its programs.

C. Use of the Pool by CBS, the Division, and Others

1. **Entry.** Entry to the Pool will be via the entry doors closest to the Pool doors and not through the Blatchley Middle School main entry and commons area.
2. **Hours.** The hours of use of the Pool shall be as determined by the Division.
3. **Fees and Invoicing.** The Division will administer all invoicing and fees for Pool users.
4. **Other Users.** The Division has sole discretion to allow other groups, besides CBS or SSD, to use the Pool, consistent with the above priority scheduling terms. CBS may require and issue, in its discretion, facility use agreements to any other users under terms deemed reasonable and appropriate by the Division.
5. **Key control.** Keys and Pool access will be issued by the Division using the CBS Key Agreement. All current key agreements will be reviewed upon the Division's assumption of operational duties of the facility.
6. **Misuse.** Any misuse or unauthorized use of the Pool shall be reported immediately to the Division (Parks and Recreation Coordinator or Aquatics Supervisor).

D. Operational Equipment.

1. All equipment and supplies currently in the Pool and owned by SSD becomes the property of CBS.
2. Any surplus within the SSD budget for Pool operations and equipment shall be reserved for future Pool operational needs under CBS management. A list of deferred maintenance and equipment purchases will be created and submitted to the Parks and Recreation Coordinator before the effective date of this agreement.
3. Access to and control over security camera feeds within the Pool facility will be made available to the Division.

E. Maintenance, Alterations, and Inspections.

1. The Division will keep spaces and equipment shared with SSD in good order, condition, and repair.
2. The Division is responsible for any needed facility set-up and take-down.
3. The Division may post temporary or permanent signage either on the exterior or interior of the Pool to assist with program delivery. Signage that might be considered permanent will be posted in consultation with Building or SSD administrators, but the Division shall have ultimate authority to put up signage. SSD can post temporary or permanent signage to assist with its uses only with written permission from the Division.
4. Any facility, pool, or equipment discrepancies, damage, or problems shall be reported immediately to the Aquatics Supervisor.

F. General Provisions.

1. Term. The term of this Addendum is intended to be perpetual or until revoked by either party.
2. Termination or Revocation. This Addendum may be revoked or terminated by either party, at any time, with or without cause, by giving one (1) year prior written notice, or as otherwise mutually agreed by the Parties. The Parties may mutually agree to terminate this MOU at any time. Upon revocation or termination, and unless otherwise agreed in writing, all responsibility for maintenance, operation, and programming of the Pool will return to SSD. Any ongoing contractual financial obligations or contracts agreed to by CBS prior to the effective date of revocation shall transfer to SSD on the effective date of revocation. Any one-time financial obligations agreed to by CBS prior to the effective date of revocation shall remain the responsibility of CBS unless otherwise agreed by the Parties.
3. Modification. This Addendum can be changed or modified only as mutually agreed by the Parties in writing. Any proposed change shall be made in writing, and agreed to by the other party. A party shall have 30-days from receipt of a change request to accept, reject, or propose an alternative. If no action is taken within 30-days, the change request shall be deemed rejected.
4. Responsibilities. The Division will have sole responsibility for the planning, management, and implementation of the Division's activities at the Pool.
5. Compliance with Laws and Regulations. The Parties shall comply with all applicable laws, regulations and ordinances in their use of the Pool. Upon execution of this agreement the Parties shall maintain all licenses, permissions, authorizations, consents and permits needed to carry out their obligations under this Agreement. The Parties shall assist each other in obtaining or maintaining the foregoing and provide any necessary information or paperwork in the pursue thereof.
6. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
7. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination, expiration, or modification of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, and Survival.
8. Assignment. Neither Party may assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without prior written consent of the other party.

9. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Alaska. Any dispute based on the terms of this agreement shall be heard in the Courts of the State of Alaska.
10. **Entire Agreement.** This MOU comprises the entire agreement between the parties regarding the Pool, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. If any term in this Addendum conflicts with a term in the underlying MOU between the Parties for use of facilities, this Addendum will control.
11. The individuals authorized to act as agents pertaining to this Addendum are; for the CBS, the Municipal Administrator or the Parks and Recreation Coordinator, and for the SSD, the Superintendent or their designee.

City and Borough of Sitka

9/13/2024

Date

John M. Leach Digitally signed by John M. Leach
Date: 2024.09.13 08:35:50 -08'00'

By: John Leach
Its: Municipal Administrator

Sitka School District

9/16/24

Date

Deidre Jenson

By: Dr Deidre Jenson
Its: Superintendent

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY AND BOROUGH OF SITKA
AND
THE SITKA SCHOOL DISTRICT
FOR
FACILITY MAINTENANCE

This Memorandum of Agreement ("Agreement") is made and entered into as of [DATE], by and between the City and Borough of Sitka ("CBS"), and the Sitka School District ("SSD"), a public school district located at 300 Kostrometinoff Street, Sitka, Alaska 99835.

Whereas, the CBS is the entity responsible for the ownership and maintenance of various public facilities and infrastructure within the City and Borough of Sitka, including certain facilities that are operated and utilized by SSD for educational purposes;

Whereas, SSD, as the primary provider of education services within the City and Borough of Sitka, occupies and operates multiple school facilities owned by CBS, utilizing said facilities to deliver educational programs to students within the community;

Whereas, the maintenance, upkeep, and repair of SSD-operated school facilities require comprehensive and ongoing attention to ensure safe, functional, and supportive environments conducive to academic excellence and student well-being;

Whereas, both CBS and SSD acknowledge the mutual benefit and efficiency that can be derived from establishing a formal agreement dictating the responsibilities and obligations related to the maintenance of school facilities owned by CBS and utilized by SSD;

Whereas, this Memorandum of Agreement seeks to delineate the respective roles and expectations of CBS and SSD in ensuring the high-quality maintenance and operational functionality of school facilities, fostering a collaborative approach to facility management and upkeep;

Whereas, the purpose of this MOA is to formalize the relationship between CBS and SSD with regard to the maintenance, operational, and repair responsibilities for school facilities, promoting clarity, accountability, and efficient resource allocation in support of educational and community goals.

Therefore, in consideration of the recitals above and the mutual desire to establish clear parameters for the maintenance of school facilities, CBS and SSD have come to the following Memorandum of Agreement:

INTRODUCTION

This Agreement has been designed to outline the service levels that SSD can expect from the CBS with regard to facility maintenance activities. This sections and sub-sections throughout this Agreement include details regarding the scope of services to be covered, the resources anticipated to be transferred, the anticipated capital and operational budgeting processes, the general work prioritization framework, key performance metrics, and communication planning.

By detailing the terms, responsibilities, and expectations of both parties, this agreement aims to facilitate a seamless transition of facility maintenance action and performance measurement in the management of facilities operated by the SSD.

This MOA reflects the shared commitment of CBS and SSD to operational excellence, cost-effective facility management, and to ensuring that educational facilities are maintained to the highest standards and that the conduct of maintenance activities is aligned with the established goals and priorities of the Sitka School District and the City and Borough of Sitka.

SCOPE OF SERVICES

Maintenance services shall be provided by the CBS at the following facilities:

- Xóots Elementary School
- Keet Gooshi Heen Elementary School
- Blatchley Middle School
- Sitka High School
- Pacific High School & Greenhouse
- Southeast Career Center
- Sitka Performing Arts Center

Maintenance services shall be committed to within the property boundary of the respective facility.

Maintenance services shall be applied to the following assets and systems:

- Parking infrastructure
- Landscape, hardscape, and outdoor recreation areas
- Building structure, roof, foundation, and envelope
- Windows, walls, ceiling, flooring, and doors
- Mechanical and plumbing systems (including all forms of HVAC and their fueling systems)
- Electrical systems (including all lighting fixtures, distribution infrastructure and conduits)
- Water, wastewater, and stormwater systems (including all conduits and fixtures)
- Flagpoles, exterior monuments, or artistic features
- Fire and Life Safety systems and associated assets
- Lifts, elevators, and other systems and assets that support ADA requirements
- Other assets or systems that require physical, permanent installation to the above-listed assets or systems (i.e. a television that is mounted to the wall)
- Creation, maintenance, and management of building access keys and locks
- Coordinate and facilitate dump runs and other solid waste activities
- Coordinate with the SSD to setup and takedown graduation event materials and furniture

The following list outlines services that will not be provided by the CBS:

- Event support and furniture building & moves (setup/takedown of equipment, seating, etc. for SSD events); with exception of graduation events
- Provide event coordinator for graduation events that are setup by CBS staff
- Delivery or transport services
- IT Infrastructure
- Management of custodial and solid waste contracted services
- Facility access control – in alignment with SSD Policy, the SSD will remain the sole administrator of access (providing keys) to internal and external stakeholders. The CBS will create keys, maintain locks, and keep a key inventory.

TRANSFER OF RESOURCES FROM SSD TO CBS

This section outlines the transfer of equipment, personnel, materials, and workspaces from the SSD to the CBS.

Staffing Positions

The CBS shall absorb a total of four staff-level employees. All staff, including SSD transferred staff and existing CBS staff shall undergo background checks in alignment with SSD policy, prior to accessing school facilities.

Vehicles, Equipment, Materials, Workspace

Upon establishment of the CBS maintenance program, all vehicles, equipment, materials, and workspace (at the Public Service Center) used or intended to be used by the SSD maintenance staff for maintenance or improvement of school facilities, shall be transferred to the CBS. The CBS will assume all liabilities for maintenance, repairs, registration, and licensing of the vehicles following official transfer.

Vehicles:

The following vehicles shall be transferred to the CBS for use. The CBS shall apply a CBS City seal to each vehicle and shall be responsible for fueling, insurance, registration and maintenance for all transferred vehicles.

- 2017 Van License #
- 2015 Transit van License #
- 2008 plow truck, License #
- 2004 Ranger Pickup Truck License #
- 2013 Flat-bed Pickup Truck License #
- 2010 Silverado Pickup Truck License #
- 4-wheeler (ATV)

Upon the CBS's replacement of these vehicles, all vehicles previously owned by the SSD will be released back to the SSD with no further obligation by the CBS to perform maintenance. All costs associated with disposal of replaced vehicles shall be the responsibility of the SSD.

The following vehicles shall remain with the SSD. Operation, maintenance and ownership of these vehicles shall remain with the SSD.

- (8) Passenger transport vans AND any and all other vehicles that the SSD owns, operates or maintains.

Equipment:

All equipment, tools, and materials that are used by SSD maintenance staff for SSD maintenance activities, that will be transferred to the CBS, shall be transferred to the CBS upon the effective date of this agreement.

Workspace:

The maintenance workspace located at the Public Service Center shall be transferred to the CBS upon the effective date of this agreement. Only CBS employees shall be permitted to remain at this workspace upon the effective date of this agreement. All material storage associated with facility maintenance activities shall remain stored at the

Public Service Center. All other materials belonging to the SSD shall be retrieved and stored at a campus facility. All utility and phone services for the Facilities shop shall be paid for by the CBS.

CAPITAL IMPROVEMENT PLANNING PROCESS

In alignment with the Sitka Home Rule Charter, the City and Borough of Sitka shall create a capital improvement plan each year that contains capital improvement projects that are intended to be budgeted through the upcoming fiscal year and identify a long-term inventory of capital needs.

Capital projects shall be defined as any improvement, replacement, refurbishment, or extension of an asset's life that is greater or equal in value to \$10,000. Projects that do not meet these qualifications shall be considered operational activities and shall be captured.

The process for meeting this requirement is outlined in the section below.

STEP 1 - IDENTIFICATION OF CAPITAL PROJECT NEEDS

Annual capital projects will be identified through one of the following avenues:

1. Asset Condition Assessments:

(All year) Annual Facility Condition Assessments: Annual condition assessments shall be conducted to evaluate the condition of all school facility assets. These assessments may be conducted by either qualified contractors or qualified CBS maintenance staff using standardized evaluation criteria. Asset condition assessments shall assess the condition, functionality, and performance of assets based on visual inspections, equipment testing, and other diagnostic methods. Assets condition assessments shall include, but not be limited to facility roofing and structural systems, mechanical systems, plumbing systems, electrical systems, architectural features, interior fixtures, interior flooring, walls, wall coverings, ceilings, windows, doors, appliances, etc.

An asset condition scoring scale shall be established using the designations of A, B, C, D, and F to categorize the condition of each asset. Condition scores shall be assigned to each asset based on the findings of the facility condition assessments. Assets are evaluated against the established criteria, and the corresponding condition rating is documented. Condition designations and their respective, high-level description are provided below:

- A. **New Condition** - Indicates that the asset is in optimal condition, with no significant deterioration or performance issues.
- B. **Good Condition** - Signifies an asset that is well-maintained, operational, and has no critical deficiencies impacting its performance.
- C. **Fair/Mid-life Condition** - Represents assets that are functional but exhibiting signs of wear, minor deterioration, or reduced performance.
- D. **Poor/Nearing End of Life Condition** - Assets that are showing significant wear, deteriorating performance, and are approaching the end of their useful service life.
- F. **Failed/End of Life Condition** - Identifies assets that are beyond their useful life, exhibiting severe deterioration, and in need of immediate attention or replacement.

Assets that receive a condition rating of D or F are flagged for further review to assess their eligibility for capital improvement projects. These assets are subjected to in-depth evaluation to determine the extent of deterioration, repair or replacement cost estimates, and priority for capital projects.

2. Daily Operational Rounds

Qualified staff members shall conduct daily walk-through inspections of school facilities, systematically following a standardized inspection checklist. The inspections involve visual assessments, functional checks, and minor diagnostics to identify any operational irregularities, maintenance needs, safety concerns, or other needs. Identified needs that meet capital project classification requirements, shall be added to a draft school facility capital improvement plan.

3. Facility Operator Requests:

The Superintendent, principals, or otherwise designated staff may issue requests for capital improvement projects. All such requests shall be routed through principals and ultimately to the superintendent's office for approval. All capital improvement projects that are approved by the superintendent's office shall be communicated to the CBS Facility Maintenance Superintendent. The CBS Facility Maintenance Superintendent shall be responsible for entering approved projects into the draft capital improvement plan.

STEP 2 – COMPILATION OF ALL CAPITAL IMPROVEMENT PROJECTS

(All year) All capital improvement projects captured in the identification process (Step 1) shall be added to a draft capital improvement plan. Items shall be systematically added to the draft CIP throughout the year, as project needs are identified.

Based on the information gathered from facility assessments, operational rounds, and staff requests, a comprehensive list of identified deficiencies and needs is compiled. Each item is documented with its corresponding details, including Project Name, Project Description, Project Sponsor, Estimated Project Cost, Estimated Project Start Date & End Date, and Risk Assessment Scores, Asset Condition Score (A,B,C,D,F).

STEP 3 – ASSESS RISK SCORES FOR EACH PROJECT

(October through November) A risk assessment shall be performed on each identified capital improvement project to determine the potential impact on Student Safety, Worker Safety, Regulatory Compliance, Asset Reliability, Reputation, and Fiscal Responsibility.

Risk assessments shall include evaluating the consequences of inaction or failure and the likelihood of adverse outcomes/failure associated with each deficiency. Risk scores will be developed through collaborative efforts with qualified maintenance staff and/or qualified contracted support services.

STEP 4 – PRIORITIZE DRAFT LIST OF CAPITAL IMPROVEMENT PROJECTS

(October through November) To ensure that project or deficiencies, that pose the greatest risk, are addressed before those projects that pose a lesser risk; the draft capital improvement plan will be sorted by risk score in descending order from highest risk to lowest risk.

STEP 5 – BUDGET ALLOCATION TO BUY-DOWN RISK

(December) The CBS Facilities Maintenance Superintendent shall apply the budget amount to the list of projects/deficiencies starting at the top of the list (highest risk) and working down the list, buying-down as much risk as possible until available funding runs out. This process will ensure that spending is solely focused on addressing projects by order of the risk that they pose to the organization.

STEP 6 – PRESENTATION OF CIP DRAFT TO ADMINISTRATOR AND SUPERINTENDENT

(December through January) The CBS Public Works Director shall present the Draft School Capital Improvement Plan to the Municipal Administrator and the SSD Superintendent by February 1st of each year for the following fiscal year.

The presentation shall include a wholistic listing of all identified capital projects and their respective attributes. The presented list shall be sorted in descending order of risk score (highest at the top of the list and the lowest on the bottom). This list shall also include recommendations for the project's source of funding (working capital, grant, State capital funds, loan, etc.)

During this step funding options will be strategically decided upon through collaboration between the CBS Administrator, Financial Director, SSD Superintendent, SSD Business Manager and others as needed.

The focus of the presentation shall be to provide a clear outline of the CIP for the Municipal Administrator and the SSD Superintendent AND to solicit discussion and direction from attendees to refine the budget allocation strategy and ensure alignment with organizational objectives.

STEP 7 – PRESENTATION OF CIP DRAFT 2.0 TO THE SSD SCHOOL BOARD

(January) Based on the feedback received from the presentation to the Municipal Administrator and the SSD Superintendent, edits shall be made to the proposed CIP. Such edits could include, but not be limited to, selecting to skip/bypass some projects. The resulting, revised draft CIP is then presented to the board for further discussion and direction.

The presentation shall include a wholistic listing of all identified capital projects and their respective attributes. The presented list shall be sorted in descending order of risk score (with the exception of any modifications that were made through suggestion by the Municipal Administrator and the SSD Superintendent).

The focus of the presentation shall be to provide a clear outline of the CIP for the SSD School Board members AND to solicit discussion and direction from attendees to refine the budget allocation strategy and ensure alignment with organizational objectives.

STEP 8 – PRESENTATION OF FINAL DRAFT CIP TO THE CBS ASSEMBLY

(March through May) Based on the feedback received from the presentation to the SSD School Board, edits shall be made to the proposed CIP. Such edits could include, but not be limited to, selecting to skip/bypass some projects. The resulting, revised draft CIP is then presented to the CBS Assembly for further discussion and direction.

Direction shall be given from the assembly regarding which projects are to be funded through CBS funding, and which projects are to be funded through the State of Alaska capital improvements funding.

The presentation shall include a wholistic listing of all identified capital projects and their respective attributes. The presented list shall be sorted in descending order of risk score (with the exception of any modifications that were made through suggestion by the SSD School Board).

STEP 9 – DEVELOPMENT & SUBMISSION OF DEED CAPITAL FUNDING REQUEST TO STATE

(May through September) Based on the feedback received from the presentation to the CBS Assembly, the Facility Maintenance Superintendent shall develop a final list of projects, that are candidates for State capital funding and submit the prepared list to the SSD for funding submission. Development of submission materials shall be the responsibility of the SSD.

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MAINTENANCE ACTIVITY PRIORITIES

The following designations shall be used to identify work priorities and help schedule work tasks for maintenance staff.

URGENT PRIORITY (Level 1)

- Description - Work designated as "Urgent Priority" pertains to tasks or projects that require immediate attention due to their significant impact on safety, compliance, or the sustained operation of essential functions. These are urgent and high-risk items that demand immediate action to prevent severe consequences or disruptions.
- Action – Drop everything and engage in project or task activity immediately
- Consequence of Failure (CoF) Criteria – Aligns with moderate, high, major, extreme, or catastrophic risk criteria; non-localized damage to other assets, potential for staff or citizen injury, potential for public or private property to be damaged, compliance violation, inability to safely provide services
- Examples – Mostly reactive actions, Fire and Life Safety responses, people stuck in elevator, snow & ice management

HIGH PRIORITY (Level 2)

- Description – Work, tasks, or projects designated as "High Priority" are those that, while not immediately critical, have a substantial impact on operations, objectives, or regulatory compliance. These items require prompt attention and resource allocation to mitigate risks, maintain productivity, and uphold standards.
- Action - Finish your current job/task then do this immediately
- CoF Criteria – Consequences of failure Aligns with minor to moderate risk consequence criteria. May include potential for near miss, minor property damage
- Examples – Mostly for reactive maintenance; primary services not provided or down; minor leaks, HVAC not operating in moderate temperatures, broken elevator, localized power outage, snow and ice management for emergency egress and fire muster pathways and muster stations, ice management in outdoor play areas.

MEDIUM PRIORITY (Level 3)

- Description - Work designated as "Medium Priority" represents important operational needs, routine maintenance, or initiatives that contribute to ongoing efficiency, performance improvement, or long-term planning. These items are essential for maintaining routine operations and sustaining organizational goals.
- Action - Plan/schedule dedicated time to get this completed within 15 days
- CoF Criteria – Aligns with insignificant to minor risk consequence criteria
- Examples – Mostly preventative maintenance or efficiency improvement tasks, snow management for outdoor play areas

LOW PRIORITY (Level 4)

- Description - "Low Priority" tasks or projects encompass non-urgent, routine, or discretionary activities that are valuable but not time-sensitive. These items can be scheduled, deferred, or integrated into operations as resource availability allows, without immediately impacting critical functions or performance objectives.

- Action - Plan/schedule dedicated time to get this completed within 30 days
- CoF Criteria – Aligns with insignificant to minor risk consequence criteria
- Examples – Some preventative maintenance activities, cosmetic repairs or refurbishments, or installation of improvements (new television monitor or bulletin board)

DEFERRED PRIORITY (Level 5)

- Description - "Deferred Priority" designates tasks, projects, or activities that, while recognized as valuable, may be intentionally deferred or delayed due to strategic considerations, resource limitations, or lower urgency. These items may be revisited, reprioritized, or implemented at a later time based on changing circumstances or operational needs.
- Action – Plan/schedule a dedicated time to complete this task within 3 to 6 months
- CoF Criteria – Aligns with no injury, near miss, or damage to property
- Examples – typically aligned with new improvements; adding an additional slide in the playground.

PERFORMANCE METRICS AND REPORTING

Performance measurements for tracking the success or failure of the CBS Maintenance Program are crucial for ensuring effective facility management and operational outcomes. This section addresses procedures for monitoring and reporting performance of maintenance services for school facilities. Performance measures shall be collected by the Facility Maintenance Superintendent and shall be reported to the Sitka School District School Board and the CBS Assembly on no-less than a quarterly interval. The following key performance indicators (KPIs) can be utilized to assess the performance of a school maintenance department:

Maintenance Response Time

Maintenance response time will be monitored to ensure that response times are executed within a reasonable period of time. This measurement will be derived from maintenance work orders and will key-in on the time taken by the maintenance department to respond to and address maintenance requests. This KPI will reflect the maintenance program's ability to promptly address facility issues and minimize disruptions to school operations.

Work Order Completion Time:

Track the average time taken to complete work orders for maintenance tasks. This KPI evaluates the efficiency of the maintenance team in resolving maintenance issues within a reasonable timeframe, contributing to optimal facility performance.

Preventive Maintenance Compliance:

Monitor the percentage of planned preventive maintenance tasks completed as scheduled. This KPI evaluates the department's adherence to preventive maintenance schedules, minimizing unexpected failures and prolonging the lifespan of facility assets.

Maintenance Backlog:

Measure the number of pending maintenance requests or work orders within the maintenance backlog. Tracking this KPI helps to monitor the department's capacity to manage maintenance requests and avoid a buildup of unresolved issues.

Asset Downtime:

Quantify the total downtime experienced by critical facility assets or systems due to maintenance-related issues. This KPI assesses the impact of maintenance activities on operational continuity and identifies opportunities for improvement.

Compliance with Related Regulatory Requirements:

Evaluate the maintenance department's adherence to safety regulations and standards in maintenance activities. This KPI measures the department's commitment to ensuring a safe and secure environment for students, staff, and visitors.

Cost of Maintenance per Student or per square foot:

Calculate the total maintenance expenditures per student enrolled. This KPI provides insight into the efficiency of maintenance spending relative to the student population and helps in assessing the cost-effectiveness of maintenance efforts.

Energy Efficiency and Conservation:

Track the energy consumption and conservation initiatives implemented by the maintenance department. Assessing energy consumption trends and conservation measures can indicate the department's contribution to sustainability and operational cost savings.

Tenant Satisfaction Ratings:

Gather feedback from school faculty, staff, principal, and superintendent regarding the quality of maintenance services and the condition of facilities. This KPI evaluates stakeholder satisfaction and perception of maintenance department performance.

Solid Waste Cost:

Track costs for disposing of solid waste. This KPI will evaluate the cost effectiveness of solid waste disposal and recycling activities associated with the school facilities. Measurement would be captured in cost of services and tons of solid waste disposed vs recycled.

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COMMUNICATION AND COLLABORATION

Regular communication between CBS and SSD stakeholders is paramount to the success of the CBS Building Maintenance Program and SSD operations. To facilitate effective communication the following coordinating shall occur:

CBS Building Maintenance Staff & CBS Building Maintenance Supervisor

Building maintenance needs will be prioritized, planned, and scheduled by the CBS Building Maintenance Supervisor and communicated to the CBS Building Maintenance Staff through daily and weekly briefings.

CBS Building Maintenance Supervisor & SSD Principals (or designee)

The CBS Building Maintenance Supervisor and SSD Principals (or designee) shall meet weekly to exchange work requests and review upcoming activities that need to be coordinated

CBS Building Maintenance Supervisor, Facilities & Infrastructure Superintendent, and SSD Superintendent (or designee)

The CBS Building Maintenance Supervisor, Facilities & Infrastructure Superintendent, and SSD Superintendent shall meet weekly to prioritize and coordinate SSD-related building maintenance activities.

Facilities & Infrastructure Supervisor & Public Works Director

The Facilities & Infrastructure Supervisor and the Public Works Director shall meet weekly to prioritize and coordinate related Building Maintenance activities

Public Works Director & Municipal Administrator

The Public Works Director and Municipal Administrator shall meet bi-weekly to prioritize and coordinate related Building Maintenance Activities

DISPUTE RESOLUTION

Disputes Among the Parties:

The signing authorities of this MOA agree that, in the event of any dispute or disagreement between them arising out of, relating to, or in connection with this MOA, the parties shall use their best efforts to address and resolve by first attempting good faith negotiations and mutual agreement.

Dispute Resolution Progression:

- Wherein a conflict arises between a maintenance staff and a school staff, teacher, or building attendant, conflict resolution shall be sought through the CBS Facilities and Infrastructure Superintendent or the CBS Building Maintenance Supervisor AND the respective principal (or designee) charged with managing the respective school staff.
- Wherein conflict arises between school staff, teachers, or building attendants and the Building Maintenance Supervisor, conflict resolution shall be sought through the Facilities & Infrastructure Superintendent AND the SSD Superintendent (or designee).
- Wherein conflict arises between school staff, teachers, building attendants, or principals and the Facility Maintenance Superintendent, conflict resolution shall be sought through the Public Works Director AND the SSD Superintendent (or designee).
- Wherein conflict arises between school staff, teachers, building attendants, or principals and the Public Works Director, conflict resolution shall be sought through the Municipal Administrator AND the SSD Superintendent.
- Wherein conflict arises between school staff, teachers, building attendants, principals, or the SSD superintendent and the Municipal Administrator, conflict resolution shall be sought through the CBS Assembly and the SSD School Board.

TERM AND REVIEW

The parties of this agreement aspire to have this MOA last indefinitely. However, the term of this MOA shall begin upon the placement of authorized signatures. This MOA shall be automatically extended by one year on July 1st, 2025, and every July 1st thereafter unless the CBS Assembly or the SSD School Board provides written notice of cancellation to the other party on or before January 1st of that MOA year. If such notice is provided and both parties agree upon the cancellation, the MOA shall be terminated as of June 30th of the MOA year. If this MOA is cancelled as set forth herein, the parties agree to work in good faith in transition out of the MOA.

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SIGNATORIES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

CITY AND BOROUGH OF SITKA

_____ Date

_____ Municipal Administrator
City and Borough of Sitka, Alaska

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by John Leach, Municipal Administrator of the CITY AND BOROUGH OF SITKA, ALASKA, an Alaska home rule municipality, on behalf of the municipality.

SITKA SCHOOL DISTRICT

_____ Date

_____ Superintendent
Sitka School District

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Deidre Jenson, Superintendent of the SITKA SCHOOL DISTRICT, a primary provider of education, on behalf of the SITKA SCHOOL DISTRICT.

Memorandum of Agreement
Youth Advocates of Sitka and Sitka School District
2024-2025 School Year

The Sitka School District (SSD) and Youth Advocates of Sitka, Inc. (YAS) agree to provide coordinated mental health, therapeutic, and behavioral health services to allow youth who have been diagnosed as emotionally disturbed under DSM-V to benefit from educational programs.

Roles and Responsibilities of Parties Involved:

YAS agrees to:

- Provide Therapeutic Behavioral Health services (TBH), individual and/or group, both in and out of the school setting, as relevant.
- Provide clinical treatment services to eligible youth within SSD. These services include assessments, treatment planning, case management, rehabilitative services, and clinical services, as defined in Medicaid regulations
- For services provided in a school setting, YAS staff agrees to follow the school's behavior and safety protocols.
- Communicate to an SSD counselor or administrator about individual concerns shared by non-client students. Therapeutic interventions will only be provided to enrolled YAS clients. When necessary, written guardian permission will be required for non-client students to participate with YAS staff.
- Coordinate with the custodial agent/parent, the receiving district, and SSD to facilitate the process of securing a records request prior to withdrawal from SSD, within the timeline allowed by state and federal law.
- Provide the Positive Youth Development Afterschool Program (PYDAP) called Youth Afterschool Spotlight (Spotlight) for all Blatchley Middle School students. All students will be enrolled in Spotlight with written permission from parent/guardian by using the YAS registration form.

SSD agrees to:

- Provide all curriculum, planning, and design as necessary to meet the educational needs of the identified students.
- Include YAS services on referral lists for students and parents/guardians.
- Provide a confidential space, as needed, for individual therapy, and a dedicated space to access a computer, which may or may not be shared at schools where there is a lack of need for a dedicated space (e.g. only one student who needs therapy once a week).
- Support YAS staff in the schools with the implementation of school's behavior and safety protocols (e.g. student behavior requires the school's crisis team involvement and/or support from the counselor/principal).

Confidentiality: Staff from both YAS and SSD will maintain all related confidentiality standards (FERPA and HIPAA) and will seek appropriate written parent approval for the exchange of information. All valid Releases of Information (ROI) will be provided for student's SSD records, faxed by YAS to school counselor or administrator.

Treatment Planning: Treatment plan and/or education plan development will be a joint effort, as necessary. Since the purpose of this agreement is to support our shared students, when issues arise during the implementation of a student's active plan that involves services outlined in the plan, both parties agree to seek an acceptable solution prior to changing service (e.g. removing or adding in school support).

Termination/Modification: This agreement can be modified with written authorization from both parties and will be executed by both parties upon signed agreement. This agreement can be terminated within 30 days of written notice from either party. Otherwise, this agreement will be in effect upon date of signing and will remain in effect until termination.

Executive Director, YAS

Date

Deirda Jensen

9-23-24

Superintendent, SSD

Date



Dr. Deidre Jenson
Superintendent Report
10/2/24 Board Meeting

Enrollment/Budget: As of October 1st, we have 1042 enrolled, 50 of them being correspondence students. We built our budget off a count of 1032, with 45 of them correspondence (which generates a slightly lower revenue amount than brick and mortar students) and possibly a few more students that qualify for intensive funding depending on the application approval. Count ends October 25th, so at that time we will know our final number except for any new intensive applications. Another positive is that we have not spend down our reserves which we had also planned in the budget we passed in the spring.

Personnel: We have been able to fill the school nurse position and a secretary at KGH, 6 more paraprofessionals with 4 more paraprofessional positions still unfilled.

Professional Development:

Our professional development will focus on Tier I Instruction to promote alignment across K-12 content areas, utilizing research and evidence-based practices to enhance student engagement and overall collective efficacy.

September 27th district wide pd topic was about collective efficacy: Collective efficacy refers to the shared belief among all school staff that, by working together, they can effectively address challenges and achieve their educational goals. This concept emphasizes the power of collaboration and mutual support, suggesting that the combined efforts of the entire school team can lead to better outcomes for students than individual efforts alone.

Current Projects:

Pre-K: we will be discussing this at our meeting next week.

Standard Operating Procedures:

The business office is working on SOP for purchasing.

Food Service Projects:

- *Collecting applications for free and reduced lunches with the attempt to increase our applications.
- *Familiarizing with our requirements and procedures for Free and Reduced lunch reimbursements.
- *Applied for a Chef Ann grant: Get Schools Cooking, to meet K-12 districts where they are so they can gradually transition from serving students primarily highly processed heat-and-serve meals to serving them fresh, healthy, delicious meals made from scratch.
- *Sampling new menu items at Xoots and PHS for breakfast and PHS for lunch.

Superintendent Travel:

*SERRC board meeting on the September 11-13th. SERRC has a new executive director, Chris Reitan and we discussed to increase services needed by school districts and how to expand SERRC in the future. We heard from Dr. Deena Bishop, commissioner of education and she provided us with the possibility that 680 will be offered again this year with the hopes that it is built into the BSA instead of one-time funding. This also provided an opportunity to collaborate with other southeast superintendents as well as an opportunity to meet with Tlingit and Haida Head Start Juneau headquarters.

*Superintendent's conference September 21st to the 24th provided numerous topics such AI, mental health, our roles in advocacy and our joint positions, school leadership and more. Again, this provides a great opportunity to collaborate with other superintendents and learn from them and our shared experiences as well as hearing from Dr. Deena Bishop again. She shared that the state of Alaska received a grant to help with the AK Reads Act, but we do not have the details yet other than it will likely come in the form of a competitive grant like our current AK literacy grant. We will need to apply for that, and we will.

Strategic Plan and Budget work session:

Since we have board meeting next week, a board training at the end of October and the AASB annual board conference in the beginning of November, we should schedule our first budget work session for middle of end of November. I am looking at starting this process around gaining input from community and staff in a world café forum. Board members will leading the discussion at different tables to hear input from stakeholders about what we need to keep, improve upon, or reduce if needed in relation to our strategic plan goals and strategies.

AASG: Sitka High School in conjunction with Mt. Edgecumbe High School are applying to host AASG Spring Conference at the end of April. To find out more about AASG conferences please visit this website: [Spring Conference – Alaska Association of Student Government \(aasg.org\)](http://aasg.org)

Demographic / Enrollment (Headcount) Breakdown

As of 10/1/2024

	BES	KGH	BMS	SHS	PHS	RCH	Total
PK	17					0	17
KG	55					5	60
1	64					8	72
2		77				5	82
3		69				6	75
4		58				6	64
5		69				5	74
6			69			1	70
7			80			3	83
8			90			4	94
9				67	8	0	75
10				86	11	2	99
11				77	9	1	87
12				75	11	4	90
Bldg Total	136	273	239	305	39	50	1042

October Business Office Report

The business office is currently working on establishing and documenting Standard Operating Procedures. We have implemented payroll and purchase requisition procedures thus far, have secretary training for the purchasing process scheduled, and have been finishing up the audit. The auditors have come back and requested food service compliance documents and have stated that there may be another compliance request forthcoming, but the fund reconciliations have been completed and booked with a closing fund balance of \$3,755,276 with accounts receivable of \$210,571 at y/e FY24, compared to \$4,545,580 with accounts receivable of \$89,172 at y/e FY23.

On the FY25 financial statement, the anomaly on the last revenue line is simply a reimbursement for something that has not yet been paid for a REACH family.

**Kathrynn Hollis-Buchanan, MBA, EdS, abd EdD, PLA, FD
Business Manager**

Sitka School District
September 30, 2024 Board Report

Monthly Revenue Report

Account No	Account Description	Current Budget	YTD Encum	YTD Revenues	Remaining Balance	Percent Outstanding
25-100-000-000-000-011	CITY/BORO APPROPRIATION	7,735,562.00	0.00	1,278,260.34	6,457,301.66	83.48%
25-100-000-000-000-040	MISC. LOCAL REVENUE	45,000.00	0.00	27,436.50	17,563.50	39.03%
25-100-000-000-000-047	E-RATE REVENUE	69,076.00	0.00	69,076.80	-0.80	0.00%
25-100-000-000-000-050	QUALITY SCHOOLS	40,945.89	0.00	0.00	40,945.89	100.00%
25-100-000-000-000-051	FOUNDATION	12,341,898.57	0.00	1,903,640.00	10,438,258.57	84.58%
25-100-000-000-000-056	TRS ON-BEHALF	1,121,045.14	0.00	0.00	1,121,045.14	100.00%
25-100-000-000-000-057	PERS ON-BEHALF	84,004.67	0.00	0.00	84,004.67	100.00%
25-100-000-000-000-090	MISC. STATE REVENUE	7,000.00	0.00	0.00	7,000.00	100.00%
25-100-000-000-000-110	IMPACT AID	70,000.00	0.00	0.00	70,000.00	100.00%
25-100-000-000-000-190	FEDERAL THROUGH OTHER IN	300,000.00	0.00	0.00	300,000.00	100.00%
25-100-000-140-000-040	MISC. LOCAL REVENUE	0.00	0.00	793.00	-793.00	#DIV/0
Report Total		21,814,532.27	0.00	3,279,206.64	18,535,325.63	

Monthly Expense Report

Accounts Summarized By Function	Current Budget	YTD Encumbrance	YTD Expenditures	Remaining Balance	Percent Available
100 - REGULAR INSTRUCTION	8,212,809.83	91,121.39	840,562.87	7,281,125.57	88.66%
120 - BILINGUAL/BICULTURAL	117,937.92	0.00	8,654.19	109,283.73	92.66%
130 - ENRICHMENT	3,498.40	0.00	211.06	3,287.34	93.97%
140 - CORRESPONDENCE STUDY	410,717.65	161,973.08	29,553.72	219,190.85	53.37%
160 - VOCATIONAL EDUCATION	400,778.72	2,535.72	30,928.65	367,314.35	91.65%
200 - SPECIAL ED INSTRUCTION	5,128,709.58	68,314.50	409,765.30	4,650,629.78	90.68%
220 - SPECIAL ED SUPPORT	1,103,130.39	5,371.09	94,314.95	1,003,444.35	90.96%
300 - PUPIL SUPPORT	9,668.91	0.00	0.00	9,668.91	100.00%
320 - GUIDANCE	596,257.66	0.00	47,684.63	548,573.03	92.00%
330 - HEALTH SERVICES	121,550.10	79.50	4,327.16	117,143.44	96.37%
350 - SUPPORT SERVICES	218,000.00	96,657.00	25,603.18	95,739.82	43.92%
351 - IMPROVEMENT INSTRUCTION	3,000.00	0.00	0.00	3,000.00	100.00%
352 - LIBRARY SERVICE	54,563.12	0.00	31,191.14	23,371.98	42.83%
400 - SCHOOL ADMINISTRATION	1,272,283.01	4,822.42	124,456.18	1,143,004.41	89.84%
450 - SCHOOL ADMIN. SERVICES	765,004.20	0.00	84,183.66	680,820.54	89.00%
510 - DISTRICT ADMINISTRATION	163,630.57	56,071.12	74,693.36	32,866.09	20.09%
511 - SCHOOL BOARD	86,378.80	6,382.00	5,095.92	74,900.88	86.71%
512 - SUPERINTENDENT'S OFFICE	474,747.92	0.00	99,147.56	375,600.36	79.12%
518 - SAFETY AND SECURITY	1,000.00	0.00	0.00	1,000.00	100.00%
550 - DISTRICT ADMIN. SUPPORT	651,835.72	0.00	275,406.61	376,429.11	57.75%
556 - TECHNOLOGY SERVICE	349,861.82	2,638.00	76,732.83	270,490.99	77.31%
600 - MAINTENANCE/OPERATIONS	2,438,635.37	595,528.64	593,178.52	1,249,928.21	51.26%
700 - Athletics	298,080.37	0.00	19,189.38	278,890.99	93.56%
780 - COMMUNITY SERVICES	5,232.98	0.00	0.00	5,232.98	100.00%
900 - FUND TRANSFERS	250,000.00	0.00	0.00	250,000.00	100.00%
Report Total	23,137,313.04	1,091,494.46	2,874,880.87	19,170,937.71	

Revenue - Expenses Totals: 404,325.77

*The State has required all Districts to recognize and report on their financial statements their portion of the TRS/PERS relief as passed by 2008 Legislature appropriation.



Agenda Item Details

Meeting	10.2.24– School Board Meeting
Category	Action Item
Subject	SSD MEMORANDUM #002 – Contracted Psychological Services
Type	New Business
Recommended Action	It is the Administration’s recommendation that the School Board approve a contract for psychological services for October 2024 through March 2025 for an amount up to \$50,000.

SITKA SCHOOL DISTRICT
SITKA, ALASKA

SSD MEMORANDUM #002 (2024-2025)

October 2nd, 2024

TO: SCHOOL BOARD

FROM: DEIDRE JENSON, SUPERINTENDENT

SUBJECT: Contracted Psychological Services

(SSD Guiding Principle #9: The District will be open, transparent, and accountable to the public.)

RECOMMENDATION:

It is the Administration’s recommendation that the School Board approve a contract for psychological services from October 2024 through March 2025 in an amount up to \$50,000.

PERTINENT FACTS:

Psychological services are required throughout the school year in order to meet federal and state regulations regarding special education services.

1. The district has a full time school psychologist on staff. Our school psychologist will be on leave for a portion of the 2024-25 school year and we are required to complete psychological assessments to determine eligibility for special education services throughout the school year.

2. The district has received three quotes for psychological services during October through March 2025 from three vendors for 25 evaluations – SERRC – \$49,246.50, Second Nature Psychological Services (Dr. Eula Crippen) – \$45,000, and Neurobehavioral Consultants, LLC (Dr. Cindy Westergaard) - \$50,000.
3. All three vendors have proposals that fall within the \$45,000 to 50,000 range; however, it should be noted that one of the vendors (Neurobehavioral Consultants, LLC) will not be able to complete the number of assessments required for this time frame.
4. Dr. Crippen has been a contractor with the district in the past for psychological services and is familiar with our staff and students, the district is recommending approval of a contract with Second Nature Psychological Services in an amount up to \$50,000.
5. Funding for this contract will come from our federal special education grant (VI-B) and will not impact the general fund.

Prepared by: Dr. Deidre Jenson



SNEP Newsletter

Sitka Native Education Program

Yak'éiyi yagiye (good day!)

Summer Camp Snapshots

This summer, the Sitka Native Education Program (SNEP) successfully hosted a series of enriching camps, made possible through invaluable partnerships with local organizations. We are deeply grateful for the support from Sitka Conservation Society, Youth Advocates of Sitka, Sitka Trail Works, Sitka Tribe of Alaska, and the Sitka School District. These collaborations allowed us to create meaningful experiences for both Indigenous and non-Indigenous youth, fostering connection to culture, nature, and community.

We extend our heartfelt thanks to everyone involved in making this summer a success. Together, we continue to build stronger, more resilient communities for future generations.

Drumming Camp | June 17 - 21

15 campers made their own drum, learned drum protocol, and sang songs throughout our week together.



Wild Edibles Camp | June 24 - 28

During this weeklong camp 32 students went out to harvest and process their harvest into foods, ointments, scrubs, and more.



Weaving Camp | July 8 - 12

We spent this camp focused on learning the traditional art form of weaving Ravenstail and learning about natural dyes with 8 students.



Sheet'ká Splash Mountain Camp | July 16- 26

During this 2 weeklong camp, 15 students learned skills rooted in traditional and modern ways to navigate safety on the land and water.



Youth opportunities:

Xóots Elementary School

Taats, Kirstin Karsunky and Koolyéik, Roby Littlefield are coteaching in the Arts, Culture, and Technology classroom to bring more language, seasonal, and place based lessons into the hands of our youngest learners.

SNEP classes

KINDERGARTEN & 1ST GRADE CULTURE CLASS

Location: Xóots Elementary School, Classroom 19
Days: Monday & Wednesday
Time: 1:40 - 2:15 (kindergarten)
2:25-3:30 (1st grade)

2nd - 4th GRADE CULTURE CLASS

Location: 456 Katlian Street
Days: Tuesday & Thursday
Time: 2:45 - 4:30 PM

5th- 12th GRADE CULTURE CLASS

Location: 456 Katlian Street
Days: Monday & Wednesday
Time: 4:00 - 5:30 PM

2nd - 12th GRADE DRUMMING CLASS

Location: 204 Siginaka Way
Days: Fridays
Time: 2:00 3:00 and 3:00 to 4:00

2nd - 5th GRADE TRADITIONAL ARTS STUDIO

Location: 456 Katlian Street
Days: Monday & Wednesday
Time: 3:00 - 4:30 PM

6th- 12th GRADE TRADITIONAL ARTS STUDIO

Location: 205 Baranof St, SEACC Building
Days: Tuesday & Thursday
Time: 3:30 - 5:00 PM

Waitlist is now open
for SNEP classes



Lingít in the home:

click to learn!



Wáa sá i yatee? How are you?



aḡ éet yaan.uwaháa I am hungry



Lingít on Wednesdays with
Haa Tóoch Lichéesh



Lingít Counting Song - YouTube



Lingít Yoo X'atangi Tin Datóow
Ka Alkáa (Tlingit Language)

Interested in staying connected to future youth opportunities?



Click the form to be on our list for preschool through high school opportunities

**for Alaska Native and Native American students

GET INVOLVED WITH SNEP:



Ready to get involved this year? Join the SNEP Parent Advisory Committee . We are looking for two teachers as well. [Learn More Here](#)



For updates and event info
Follow our Facebook Page:
Sitka Native Education Program



Instagram:
Sitka.native.education.program