

Board of Education

Tuesday, August 8, 2023 Alaska Time
Zoom, P.O. Box 90, McGrath, Alaska 99627

I. Call to Order

II. Introduction of Guests

III. Recognition and Awards

IV. District Reports

V. Correspondence

VI. Mission Statement

VII. Public Comment

VIII. Agenda Modifications/ Approval of Consent Agenda

IX. Consent Agenda

IX.A. 24-001 Approval of June 6 Regular
Meeting Minutes

IX.B. 24-002 Approval of June 22 Meeting
Minutes

IX.C. 24-003 Approval of Personnel
Recommendations

IX.D. 24-004 Approval of Ruby Marine Invoice
for Fuel Oil in Shageluk

IX.E. 24-005 Review and Introduction to PJ
Ford Slack, Phd, Interim Superintendent

IX.F. 24-006 Approval of Joyce Turner MOU as
Board Secretary, Review Job Description and
posting of Job Opening

IX.G. 24-007 Approval of Turbo Construction
for Grayling

IX.H. 24-008 Approval for Turbo Construction
for Grayling Heating System Repairs

X. Discussion Agenda

X.A. The contract for BoardBoook with Meeting
Minutes

X.B. Holy Cross Housing

XI. Board Comments

XII. Schedule of Next Meeting

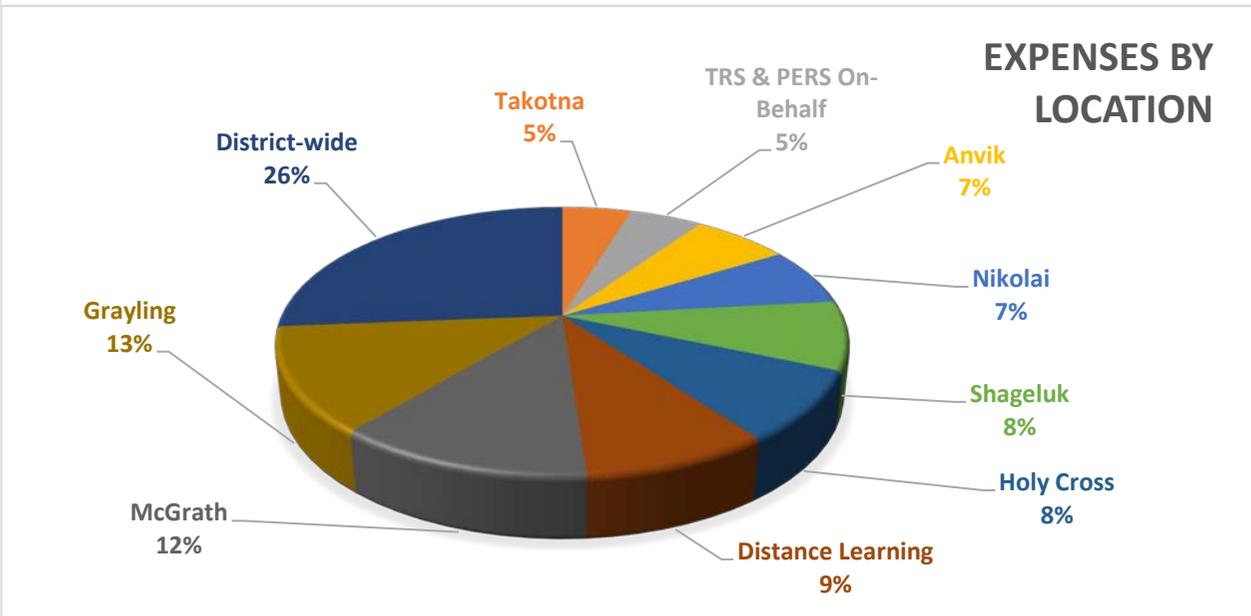
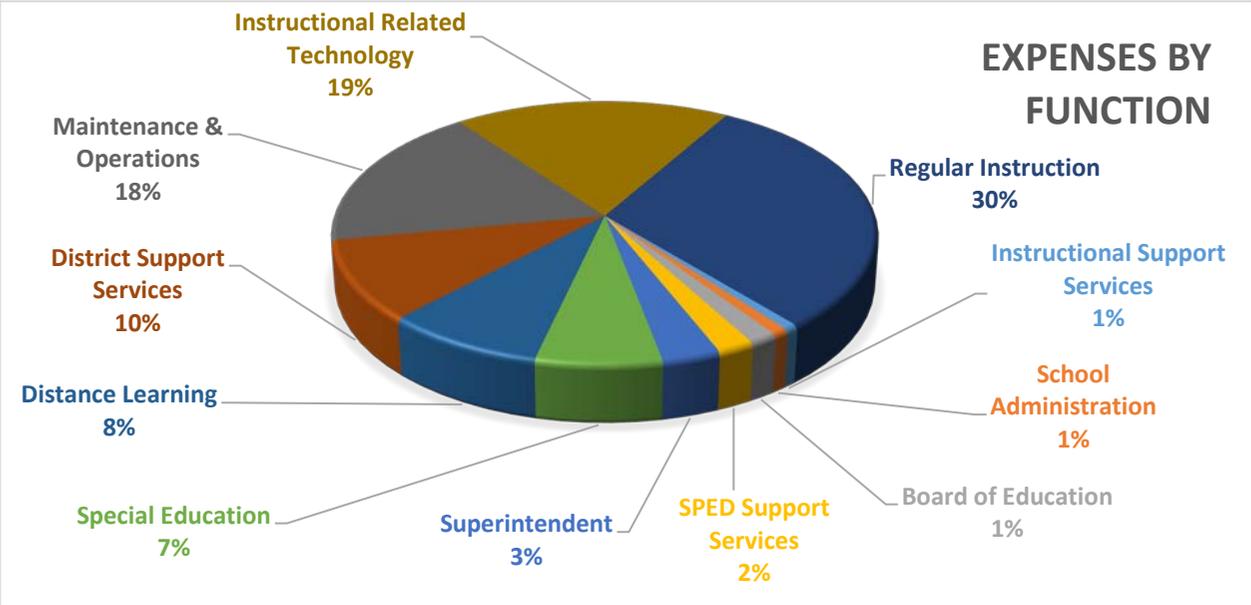
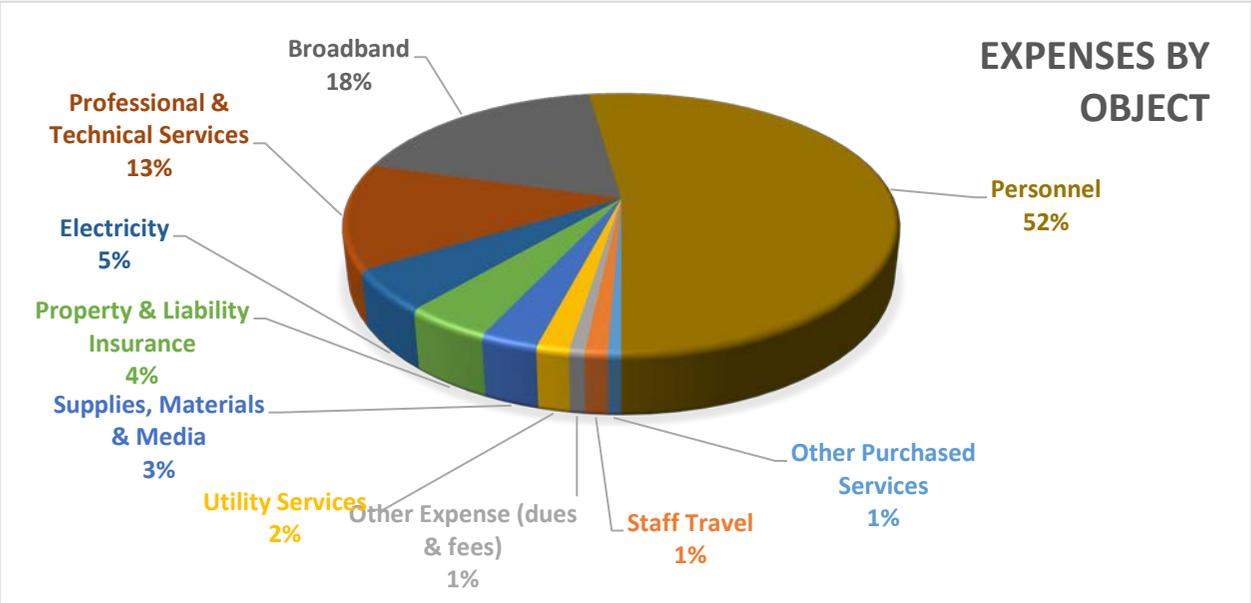
XII.A. September 8 through Zoom
October 10 in Person- McGrath
November meeting will be in Anchorage at AASB
Conference November 9-12
December 12 through Zoom

XIII. Adjournment

Iditarod Area School District
Board Report
SCHOOL OPERATING FUND
FY23 Budget to Actual Statement of Activities - Unaudited
06/30/2023

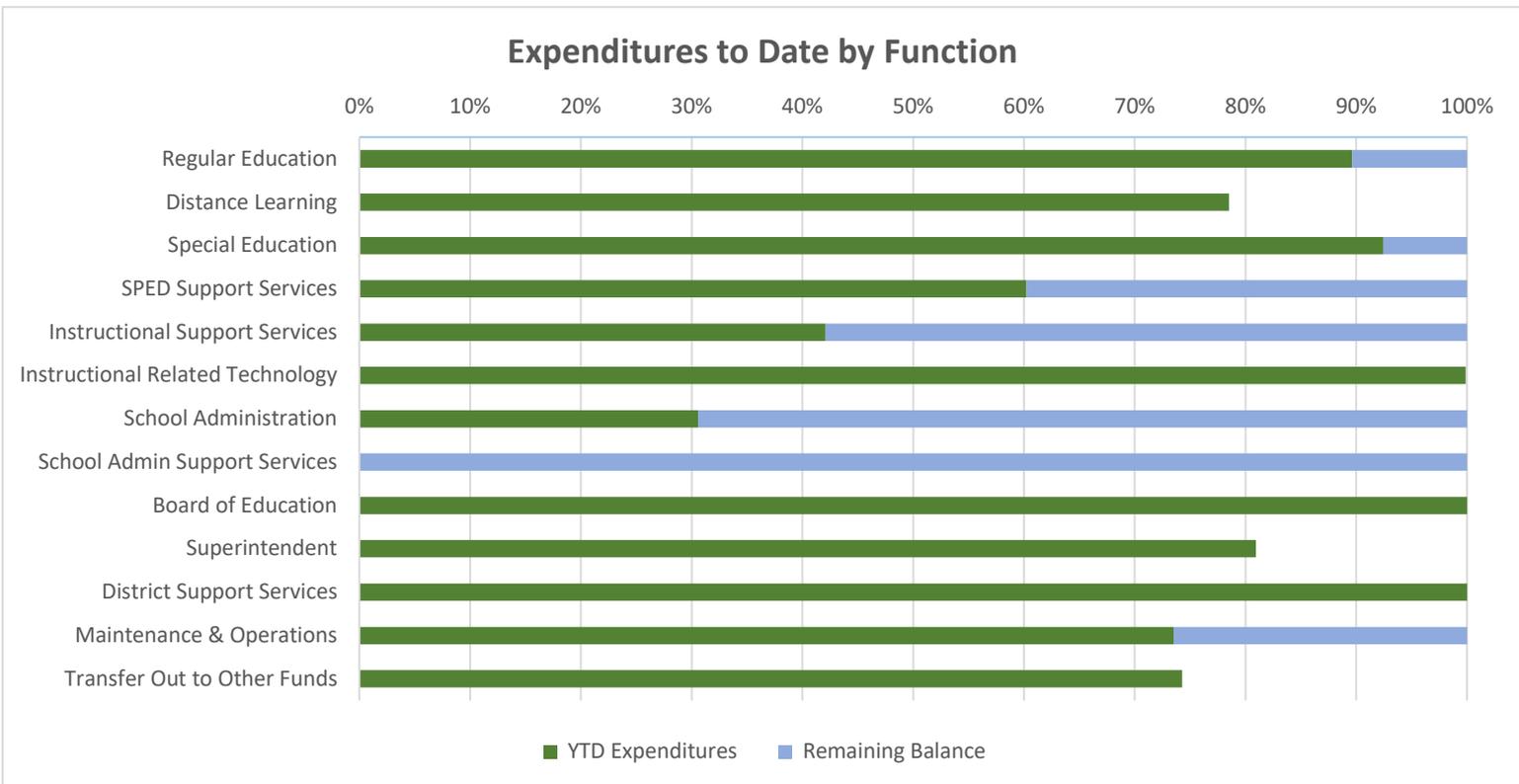
	FY23 Original Budget	FY23 Actual	Available Balance
REVENUE			
030 Earnings on Investments	\$ 500	\$ -	\$ 500
040 Other Local Revenues	\$ 10,000	\$ 25,957	\$ (15,957)
046 Rental Revenue	\$ 25,000	\$ 28,144	\$ (3,144)
047 E-rate Subsidy	\$ 1,287,733	\$ 1,280,539	\$ 7,194
050 Quality Schools	\$ 16,236	\$ 16,512	\$ (276)
051 Foundation Program	\$ 5,947,203	\$ 5,930,691	\$ 16,512
055 One-Time Payment House Bill 281	\$ 227,471	\$ 227,104	\$ 367
058 ER-TRS On-Behalf Revenue	\$ 219,166	\$ 326,940	\$ (107,774)
059 ER-PERS On-Behalf Revenue	\$ 29,013	\$ 53,222	\$ (24,209)
090 Other State Revenue	\$ 2,000	\$ 1,744	\$ 256
110 Impact Aid	\$ 390,196	\$ 1,033,830	\$ (643,634)
TOTAL REVENUES	\$8,154,518	\$8,924,682	(\$770,164)
EXPENSES			
310 Certificated Salaries	\$ 1,817,294	\$ 1,734,163	\$ 83,131
320 Non-Certificated Salaries	\$ 1,039,885	\$ 857,453	\$ 182,432
360 Employee Benefits	\$ 1,512,105	\$ 1,077,675	\$ 434,430
390 Travel Stipend	\$ 18,400	\$ 15,270	\$ 3,130
358 TRS On-behalf	\$ 219,166	\$ 326,940	\$ (107,774)
359 PERS On-behalf	\$ 29,013	\$ 53,222	\$ (24,209)
SUBTOTAL: Personnel	\$ 4,635,863	\$ 4,064,723	\$ 571,140
410 Professional & Technical Services	\$ 660,962	\$ 1,017,516	\$ (356,554)
420 Staff Travel	\$ 40,000	\$ 86,728	\$ (46,728)
430 Broadband - E-rate	\$ 1,422,821	\$ 1,422,821	\$ 0
431 Utility Services	\$ 200,000	\$ 124,843	\$ 75,157
436 Electricity	\$ 437,935	\$ 396,445	\$ 41,490
438 Heating	\$ 291,957	\$ 438,536	\$ (146,579)
440 Other Purchased Services	\$ 39,998	\$ 49,704	\$ (9,706)
445 Property & Liability Insurance	\$ 292,291	\$ 334,985	\$ (42,694)
450 Supplies, Materials & Media	\$ 370,000	\$ 222,441	\$ 147,559
490 Other Expense (dues & fees)	\$ 34,999	\$ 58,805	\$ (23,806)
495 Indirect Cost Recovery	\$ (130,000)	\$ (172,838)	\$ 42,838
SUBTOTAL: Non-Personnel	\$ 3,660,963	\$ 3,979,986	\$ (319,023)
TOTAL EXPENSES	\$ 8,296,826	\$ 8,044,709	\$ 252,117
TRANSFERS TO / FROM OTHER FUNDS			
Capital Project Fund	\$ (180,000)	\$ -	\$ (180,000)
550 Food Service Fund	\$ 180,000	\$ 275,285	\$ (95,285)
TOTAL TRANSFERS OUT TO OTHER FUNDS	\$ -	\$ 275,285	\$ (275,285)
INCREASE (DECREASE)-UNRESERVED FUND BALANCE	\$ (142,308)	\$ 604,688	
Beginning Fund Balance (Unaudited)	\$ 511,580	\$ 511,580	
Ending Fund Balance	\$ 369,272	\$ 1,116,268	

**Iditarod Area School District
Board Report
Analysis of School Operating Fund Expenditures
As of June 30, 2023**



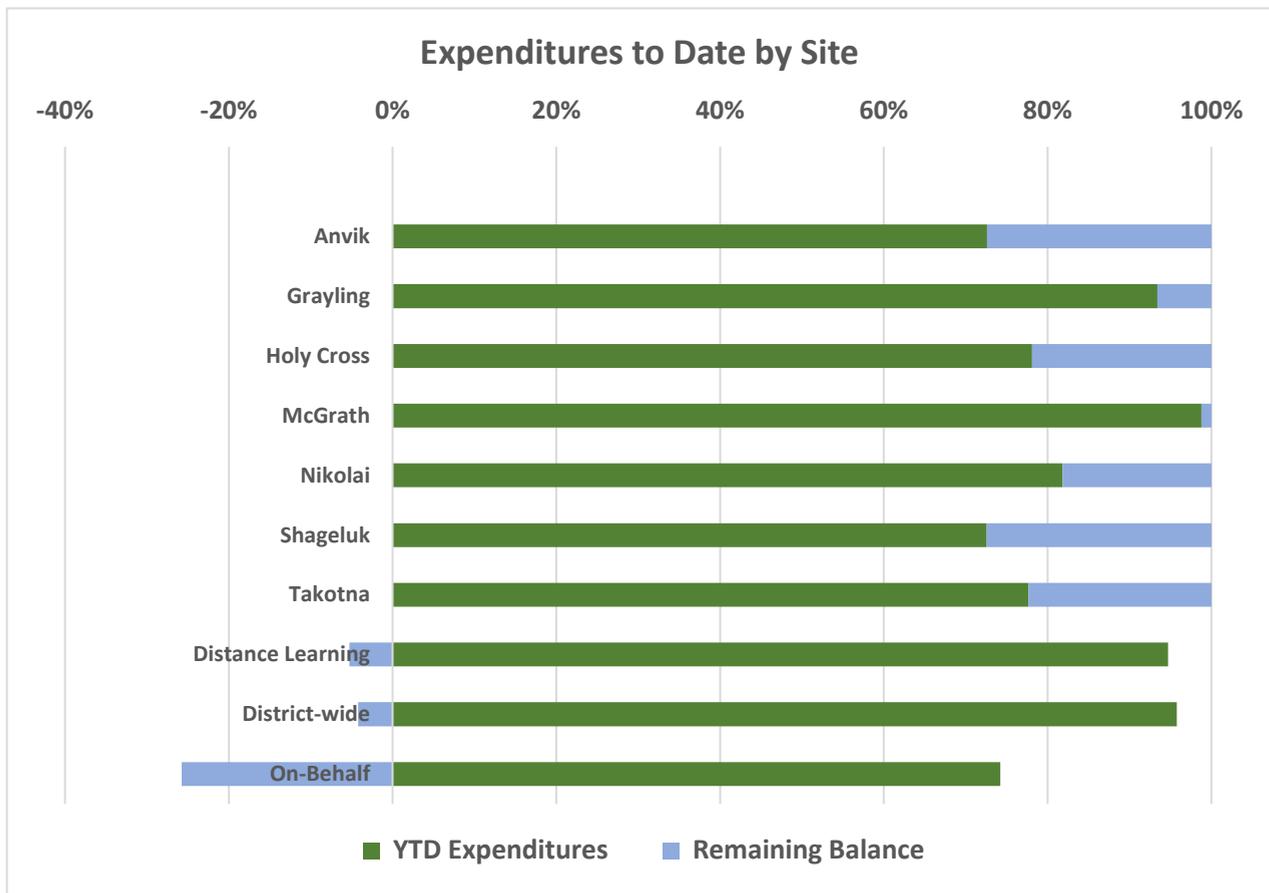
**Iditarod Area School District
Board Report
FY23 Current Budget to Actual Expenditures & Transfers Out
Expenditures by Function
06/30/23**

<u>Function</u>	<u>FY23 Budget</u>	<u>FY23 Actual</u>	<u>Available Balance</u>	<u>% Expended</u>
Regular Instruction	\$ 2,614,487	\$ 2,343,523	\$ 270,964	90%
Distance Learning	\$ 475,860	\$ 655,462	\$ (179,602)	138%
Special Education	\$ 555,203	\$ 513,377	\$ 41,826	92%
SPED Support Services	\$ 251,373	\$ 151,431	\$ 99,942	60%
Instructional Support Services	\$ 128,228	\$ 53,984	\$ 74,244	42%
Instructional Related Technology	\$ 1,422,821	\$ 1,424,573	\$ (1,752)	100%
School Administration	\$ 207,557	\$ 63,491	\$ 144,066	31%
School Admin Support Services	\$ 51,587	\$ -	\$ 51,587	0%
Board of Education	\$ 40,000	\$ 113,676	\$ (73,676)	284%
Superintendent	\$ 182,522	\$ 238,791	\$ (56,269)	131%
District Support Services	\$ 516,209	\$ 759,836	\$ (243,627)	147%
Maintenance & Operations	\$ 1,850,980	\$ 1,360,679	\$ 490,301	74%
Transfer Out to Other Funds	\$ 180,000	\$ 275,285	\$ (95,285)	153%
TOTAL	\$ 8,476,827	\$ 7,954,109	\$ 522,718	94%



**Iditarod Area School District
Board Report
FY23 Current Budget to Actual Expenditures & Transfers Out
Expenditures by Site
6/30/2023**

<u>Student Count</u>	<u>Site</u>	<u>FY23 Budget</u>	<u>FY23 Actual</u>	<u>Available Balance</u>	<u>% Expended</u>
12	Anvik	692,224	502,625	189,599	73%
33	Grayling	1,028,413	960,524	67,889	93%
24	Holy Cross	822,344	642,116	180,228	78%
32	McGrath	950,950	939,234	11,715	99%
14	Nikolai	651,522	533,152	118,370	82%
23	Shageluk	874,444	634,457	239,986	73%
11	Takotna	460,665	357,763	102,902	78%
158	Distance Learning	647,193	685,455	(38,262)	106%
	District-wide	1,920,893	2,009,221	(88,328)	105%
	TRS & PERS On-Behalf	248,179	380,162	(131,983)	153%
	Transfer Out to Other Funds	180,000	275,285	180,000	0%
307	TOTAL	8,476,826	7,919,994	652,118	93%



**Iditarod Area School District
Board Report
FY23 Current Budget to Actual Expenditures -
By Site By Object
6/30/2023**

<u>Description</u>	<u>FY23 Budget</u>	<u>FY23 Actual</u>	<u>Available Balance</u>
ANVIK			
Certified Salaries	\$ 192,385	\$ 152,560	\$ 39,824
Non-Certified Salaries	\$ 56,127	\$ 17,756	\$ 38,371
Employee Benefits	\$ 142,521	\$ 77,904	\$ 64,617
Travel Stipend	\$ 7,165	\$ 7,200	\$ (35)
Professional & Technical Services	\$ 2,143	\$ 253	\$ 1,890
Staff Travel	\$ 499	\$ -	\$ 499
Broadband	\$ 208,405	\$ 203,260	\$ 5,145
Utility Services	\$ 2,027	\$ 2,155	\$ (128)
Electricity	\$ 34,969	\$ 32,471	\$ 2,498
Heating Oil	\$ 23,967	\$ 2,671	\$ 21,296
Other Purchase Services	\$ 1,547	\$ 675	\$ 872
Supplies/Materials/Media	\$ 20,469	\$ 5,720	\$ 14,749
TOTAL ANVIK	\$ 692,224	\$ 502,625	\$ 189,599
GRAYLING			
Certified Salaries	\$ 298,636	\$ 311,117	\$ (12,481)
Non-Certified Salaries	\$ 169,498	\$ 127,341	\$ 42,157
Employee Benefits	\$ 244,828	\$ 183,830	\$ 60,998
Travel Stipend	\$ 2,388	\$ 2,400	\$ (12)
Professional & Technical Services	\$ 3,047	\$ 16,886	\$ (13,839)
Staff Travel	\$ 2,753	\$ 10,356	\$ (7,603)
Broadband	\$ 202,403	\$ 203,260	\$ (857)
Utility Services	\$ 5,947	\$ 10,911	\$ (4,964)
Electricity	\$ 56,931	\$ 49,028	\$ 7,904
Heating Oil	\$ 18,256	\$ -	\$ 18,256
Other Purchase Services	\$ 1,684	\$ 2,498	\$ (814)
Supplies/Materials/Media	\$ 22,042	\$ 42,896	\$ (20,854)
TOTAL GRAYLING	\$ 1,028,413	\$ 960,524	\$ 67,889
HOLY CROSS			
Certified Salaries	\$ 188,973	\$ 135,644	\$ 53,328
Non-Certified Salaries	\$ 106,171	\$ 106,046	\$ 126
Employee Benefits	\$ 158,996	\$ 77,728	\$ 81,267
Travel Stipend	\$ 2,388	\$ 800	\$ 1,588
Professional & Technical Services	\$ 2,143	\$ 12,910	\$ (10,767)
Staff Travel	\$ 1,396	\$ 3,696	\$ (2,300)
Broadband	\$ 202,403	\$ 203,260	\$ (857)
Utility Services	\$ 54,175	\$ 39,487	\$ 14,688
Electricity	\$ 35,198	\$ 36,372	\$ (1,173)
Heating Oil	\$ 27,708	\$ 137	\$ 27,571
Other Purchase Services	\$ 2,147	\$ 10,343	\$ (8,195)
Supplies/Materials/Media	\$ 40,645	\$ 15,692	\$ 24,953
TOTAL HOLY CROSS	\$ 822,344	\$ 642,116	\$ 180,228

**Iditarod Area School District
Board Report
FY23 Current Budget to Actual Expenditures -
By Site By Object
6/30/2023**

<u>Description</u>	<u>FY23 Budget</u>	<u>FY23 Actual</u>	<u>Available Balance</u>
MCGRATH			
Certified Salaries	\$ 229,627	\$ 300,030	\$ (70,403)
Non-Certified Salaries	\$ 64,980	\$ 47,728	\$ 17,252
Employee Benefits	\$ 162,372	\$ 155,823	\$ 6,548
Travel Stipend	\$ 1,592	\$ 1,600	\$ (8)
Professional & Technical Services	\$ 2,712	\$ -	\$ 2,712
Staff Travel	\$ 2,782	\$ 511	\$ 2,272
Broadband	\$ 202,403	\$ 203,260	\$ (857)
Utility Services	\$ 13,770	\$ 9,822	\$ 3,948
Electricity	\$ 131,051	\$ 137,575	\$ (6,523)
Heating Oil	\$ 98,234	\$ 34,573	\$ 63,661
Other Purchase Services	\$ 2,167	\$ 4,742	\$ (2,574)
Supplies/Materials/Media	\$ 39,259	\$ 43,571	\$ (4,312)
TOTAL MCGRATH	\$ 950,950	\$ 939,234	\$ 11,715
NIKOLAI			
Certified Salaries	\$ 143,368	\$ 146,870	\$ (3,501)
Non-Certified Salaries	\$ 33,206	\$ 43,288	\$ (10,082)
Employee Benefits	\$ 98,372	\$ 81,669	\$ 16,703
Travel Stipend	\$ 1,592	\$ 1,600	\$ (8)
Prof & Tech	\$ 3,114	\$ 259	\$ 2,855
Staff Travel	\$ 982	\$ 300	\$ 682
Broadband	\$ 202,403	\$ 203,260	\$ (857)
Utility Services	\$ 2,821	\$ 1,948	\$ 873
Electricity	\$ 90,077	\$ 47,749	\$ 42,328
Heating Oil	\$ 44,448	\$ -	\$ 44,448
Other Purchase Services	\$ 1,410	\$ 238	\$ 1,172
Supplies/Materials/Media	\$ 29,728	\$ 5,972	\$ 23,756
TOTAL NIKOLAI	\$ 651,522	\$ 533,152	\$ 118,370
SHAGELUK			
Certified Salaries	\$ 235,827	\$ 217,727	\$ 18,099
Non-Certified Salaries	\$ 113,187	\$ 40,336	\$ 72,852
Employee Benefits	\$ 177,121	\$ 114,598	\$ 62,523
Travel Stipend	\$ 1,592	\$ 800	\$ 792
Professional & Technical Services	\$ 2,739	\$ 1,395	\$ 1,344
Staff Travel	\$ 1,394	\$ 1,712	\$ (318)
Broadband	\$ 202,403	\$ 203,260	\$ (857)
Utility Services	\$ 8,347	\$ 5,442	\$ 2,906
Electricity	\$ 35,417	\$ 29,875	\$ 5,542
Heating Oil	\$ 49,313	\$ -	\$ 49,313
Other Purchase Services	\$ 1,939	\$ 7,406	\$ (5,467)
Supplies/Materials/Media	\$ 45,165	\$ 11,907	\$ 33,258
Technology-Related Hardwre	\$ -	\$ -	\$ -
TOTAL SHAGELUK	\$ 874,444	\$ 634,457	\$ 239,986

**Iditarod Area School District
Board Report
FY23 Current Budget to Actual Expenditures -
By Site By Object
6/30/2023**

<u>Description</u>	<u>FY23 Budget</u>	<u>FY23 Actual</u>	<u>Available Balance</u>
TAKOTNA			
Certified Salaries	\$ 88,960	\$ 30,474	\$ 58,486
Non-Certified Salaries	\$ 23,678	\$ 54,875	\$ (31,197)
Employee Benefits	\$ 68,501	\$ 18,015	\$ 50,485
Travel Stipend	\$ -	\$ 870	\$ (870)
Professional & Technical Services	\$ 452	\$ 59	\$ 393
Staff Travel	\$ 591	\$ -	\$ 591
Broadband	\$ 202,403	\$ 203,260	\$ (857)
Utility Services	\$ 6,488	\$ 6,187	\$ 301
Electricity	\$ 28,897	\$ 36,352	\$ (7,455)
Heating Oil	\$ 14,351	\$ -	\$ 14,351
Other Purchase Services	\$ 2,235	\$ 822	\$ 1,413
Supplies/Materials/Media	\$ 24,111	\$ 6,849	\$ 17,261
Technology-Related Hardwre	\$ -	\$ -	\$ -
TOTAL TAKOTNA	\$ 460,665	\$ 357,763	\$ 102,902
IDLC			
Certified Salaries	\$ 187,394	\$ 94,205	\$ 93,189
Non-Certified Salaries	\$ 39,606	\$ -	\$ 39,606
Employee Benefits	\$ 125,117	\$ 46,604	\$ 78,513
Travel Stipend	\$ -	\$ -	\$ -
Professional & Technical Services	\$ 207,165	\$ 426,554	\$ (219,389)
Staff Travel	\$ 903	\$ 1,274	\$ (370)
Utility Services	\$ 41,116	\$ 29,474	\$ 11,643
Electricity	\$ 3,861	\$ 1,166	\$ 2,695
Heating Oil	\$ 15,680	\$ 1,091	\$ 14,588
Other Purchase Services	\$ 25,119	\$ 22,894	\$ 2,225
Supplies/Materials/Media	\$ 1,233	\$ 62,013	\$ (60,780)
Other Expenses	\$ -	\$ 180	\$ (180)
TOTAL IDLC	\$ 647,193	\$ 685,455	\$ (38,262)
DISTRICT OFFICE			
Certified Salaries	\$ 252,126	\$ 345,535	\$ (93,410)
Non-Certified Salaries	\$ 433,432	\$ 420,085	\$ 13,347
Employee Benefits	\$ 334,278	\$ 321,502	\$ 12,776
Travel Stipend	\$ 1,681	\$ -	\$ 1,681
Professional & Technical Services	\$ 437,446	\$ 559,423	\$ (121,977)
Staff Travel	\$ 28,698	\$ 68,880	\$ (40,182)
Utility Services	\$ 65,309	\$ 19,417	\$ 45,891
Electricity	\$ 21,534	\$ 26,078	\$ (4,544)
Other Purchase Services	\$ 1,750	\$ 87	\$ 1,663
Property & Liability Insurance	\$ 292,291	\$ 334,985	\$ (42,694)
Supplies/Materials/Media	\$ 147,349	\$ 27,821	\$ 119,528
Other Expenses	\$ 34,999	\$ 58,245	\$ (23,246)
Indirect Cost	\$ (130,000)	\$ (172,838)	\$ 42,838
Technology-Related Hardwre	\$ -	\$ -	\$ -
TOTAL DISTRICT OFFICE	\$ 1,920,893	\$ 2,009,221	\$ (88,328)
TRS and PERS ON-BEHALF			
TRS On-behalf	\$ 219,166	\$ 326,940	\$ (107,774)
PERS On-behalf	\$ 29,013	\$ 53,222	\$ (24,209)
TRS and PERS ON-BEHALF	\$ 248,179	\$ 380,162	\$ (131,983)
TRANSFERS TO / FROM OTHER FUNDS			
Capital Project Fund	\$ (180,000)	\$ -	\$ (180,000)
Food Service Fund	\$ 180,000	\$ 275,285	\$ (95,285)
TRS and PERS ON-BEHALF	\$ -	\$ 275,285	\$ (275,285)
TOTAL EXPENSES	\$ 8,296,826	\$ 7,919,994	\$ 376,832

**Iditarod Area School District
Board Report
District Administration - Budget to Actual
6/30/2023**

	Function 511 School Board			Function 512 Superintendent			Function 510 TOTAL		
	Budget	Actual	Available Balance	Budget	Actual	Available Balance	Budget	Actual	Available Balance
District administration:									
Certificated salaries	\$ -	\$ -	\$ -	\$ 115,000	\$ 167,474	\$ (52,474)	\$ 115,000	\$ 167,474	\$ (52,474)
Noncertificated salaries	\$ 16,800	\$ 32,400	\$ (15,600)	\$ -	\$ -	\$ -	\$ 16,800	\$ 32,400	\$ (15,600)
Employee benefits	\$ 2,016	\$ 4,110	\$ (2,094)	\$ 15,171	\$ 27,667	\$ (12,496)	\$ 17,187	\$ 31,776	\$ (14,589)
TRS On-behalf	\$ -	\$ -	\$ -	\$ 18,400	\$ 29,995	\$ (11,595)	\$ 18,400	\$ 29,995	\$ (11,595)
PERS On-behalf	\$ -	\$ 318	\$ (318)	\$ -	\$ -	\$ -	\$ -	\$ 318	\$ (318)
SUBTOTAL: Personnel	\$ 18,816	\$ 36,828	\$ (18,012)	\$ 148,571	\$ 225,136	\$ (76,565)	\$ 167,387	\$ 261,963	\$ (94,576)
Professional and technical services	\$ 5,000	\$ 40,717	\$ (35,717)	\$ 20,000	\$ 9,068	\$ 10,933	\$ 25,000	\$ 49,784	\$ (24,784)
Staff travel	\$ 10,000	\$ 21,136	\$ (11,136)	\$ 5,000	\$ 712	\$ 4,288	\$ 15,000	\$ 21,848	\$ (6,848)
Other purchased services	\$ -	\$ -	\$ -	\$ 1,623	\$ -	\$ 1,623	\$ 1,623	\$ -	\$ 1,623
Supplies, materials and media	\$ -	\$ 970	\$ (970)	\$ 5,904	\$ 2,902	\$ 3,002	\$ 5,904	\$ 3,871	\$ 2,032
Other expenditures	\$ -	\$ 14,026	\$ (14,026)	\$ 7,608	\$ 975	\$ 6,633	\$ 7,608	\$ 15,001	\$ (7,393)
SUBTOTAL: Non-Personnel	\$ 15,000	\$ 76,849	\$ (61,849)	\$ 40,135	\$ 13,656	\$ 26,479	\$ 55,135	\$ 90,505	\$ (35,370)
TOTAL	\$ 33,816	\$ 113,676	\$ (79,860)	\$ 188,706	\$ 238,792	\$ (50,086)	\$ 222,522	\$ 352,468	\$ (129,946)

**Iditarod Area School District
Food Services Program
Income Statements
For the Fiscal Years 2018 - 2023**

		YTD					
		6/30/2023	2022	2021	2020	2019	2018
Federal Revenues through State		\$ -	\$ 169,938	\$ 207,214	\$ 191,330	\$ 194,704	\$ 196,551
Charges for Services		-	9,189	9,320	19,811	12,704	20,008
TOTAL REVENUES		-	179,127	216,534	211,141	207,408	216,559
255-320	Salaries and Wages	99,397	108,951	107,478	102,282	127,094	114,732
255-360	Benefits	32,772	33,420	38,364	33,188	40,465	37,657
Total Personnel		132,170	142,371	145,842	135,470	167,559	152,389
255-410	Professional and Technical	2,131	57,164	47,407	72,744	82,256	43,521
255-420	Staff Travel	-	4,694	-	1,818	662	11,805
255-450	Supplies	140,985	133,871	126,047	154,278	180,386	147,277
Total Non-personnel		143,116	195,729	173,454	228,840	263,304	202,603
TOTAL EXPENSES		275,285	338,099	319,296	364,310	430,863	354,992
Expenses over Revenues		(275,285.34)	(158,972)	(102,762)	(153,169)	(223,455)	(138,433)
255-250	Transfer from GF	275,285	158,972	274,571	219,376	-	178,272
Net Change in Fund Balance		-	-	171,809	66,207	(223,455)	39,839
FUND BALANCE, beginning of year		54,400	54,400	(117,409)	(183,616)	39,839	-
FUND BALANCE, end of year		\$ 54,400	\$ 54,400	\$ 54,400	\$ (117,409)	\$ (183,616)	\$ 39,839



**Iditarod Area School District
PO Box 90
McGrath, AK 99627**

Board of Education
Regular Meeting
June 6, 2023
Through Zoom

<https://zoom.us/j/2135709759?pwd=ZmJoUGs2bEg0UldHVklmRE8wWThzd09>

ID: 213 570 9759 Passcode 702619

Phone: 646-931-3860

4:00

I Call to Order, Roll Call

Board Chair Alice Dale called the meeting to order at 4:06 p.m.

Roll Call was taken:

Name	Vote
Kevin Welch	Present
Ken Chase	Present
Kathy Chase	Present
Ann Short	Unexcused Absence
Alice Dale	Present
Walt Maakestad	Present
Rudy Hamilton	Present

Six members present to establish a quorum.

II Introduction of Guests-

Helen Cheek, Amber Lumetta, Joyanne Hamilton, Elena Begojevic, Casey McCarty, Texas Gail
Raymond, Michelle McGovern

III Mission Statement-Read aloud by Walt Maakestad

IV Approval of Agenda

Motion: Walt Maakestad moved to approve the agenda as amended, removing 23-079 until we get a resignation letter from Steve Graham. Kathy Chase seconded. Poll vote taken:

Name	Vote
Ann Short	--
Kathy Chase	Yes
Ken Chase	--
Alice Dale	Yes
Kevin Welch	Yes
Walt Maakestad	Yes
Rudy Hamilton	Yes

Motion carries with five affirmative votes.

V Approval of May

Motion: Kathy Chase moved to approve meeting minutes 23-081(May 18) and 23-082 (May 31) as written. Rudy Hamilton seconded. Poll vote taken:

Name	Vote
Kathy Chase	Yes
Ken Chase	--
Alice Dale	Yes
Kevin Welch	Yes
Ann Short	--
Walt Maakestad	Yes
Rudy Hamilton	Yes

Motion carries with five affirmative votes.

VI Recognition and Awards

VII District Reports

VIII Correspondence

IX Public Comments

X Consent Agenda

Motion: Walt Maakestad moved to approve consent agenda items 23-073-23-077 and 23-083-23-092. Kathy Chase seconded. Pole Vote taken:

Name	Vote
Rudy Hamilton	Yes
Ken Chase	Yes
Alice Dale	Yes
Kevin Welch	Yes
Ann Short	--
Kathy Chase	Yes
Walt Maakestad	Yes

Motion carries with six affirmative votes

Motion: Motion made to approve consent agenda items 23-078 by Walt Maakestad, seconded by Kevin Welch

Name	Vote
Kathy Chase	Yes
Ken Chase	Yes
Alice Dale	Yes
Kevin Welch	Yes
Ann Short	--
Walt Maakestad	Yes
Rudy Hamilton	Yes

Motion carries with six affirmative votes.

Motion: Kathy Chase moved to approve agenda item 23-0080, Walt Maakestad seconded. Poll Vote taken:

Name	Vote
Ken Chase	Yes
Alice Dale	Yes
Kevin Welch	Yes
Ann Short	--
Kathy Chase	Yes
Walt Maakestad	Yes
Rudy Hamilton	Yes

Motion carries with six affirmative votes.

- XI Discussion Agenda**
1. Board Self-Evaluation
 2. REAA School Board Elections
 3. Reads Act/Retention/Attendance

XII Board Comments

X Adjournment

Chairwoman Alice Dale adjourned the meeting at 4:55 p.m.

Next meeting Policy Committee Work Session 6/27/23 at 4:00 p.m. via Zoom. With Ali, Ken, Walt, Helen, Elena

<https://zoom.us/j/99741047096?pwd=c2hRSEhnZSt0bDIRbVNBWEI1NTR3Zz09>

Phone: 253 215 8782

Meeting ID: 997 4104 7096

Passcode: 681170

Regular board meeting 7/11/23 at 4:00 p.m. via Zoom

<https://zoom.us/j/2135709759?pwd=ZmJoUGs2bEgOUldHVklmRE8wWThzd09>

Phone: 253 215 8782 US

Meeting ID: 213 570 9759

Passcode: 702619



Iditarod Area School District

PO Box 90

McGrath, AK 99627

Special Meeting School Board of Education
June 22, 2023

Through Zoom

<https://zoom.us/j/2135709759?pwd=ZmJoUGs2bEg0UldHVklmRE8wWThzdz09>

ID: 213 570 9759 Passcode 702619

Phone: 646-931-3860

4:00

I Call to Order, Roll Call

Kevin Welch called the meeting to order at 10:46 a.m.

Roll Call was taken:

Name	Vote
Kevin Welch	Present
Ken Chase	Excused Absence
Kathy Chase	Present
Ann Short	Present
Alice Dale	Excused Absence
Walt Maakestad	Present
Rudy Hamilton	Unexcused Absence

Four members present to establish a quorum.

II Introduction of Guests-

Amber Lumetta, Elena Begojevic, Casey McCarty, Bob Pymn, Michelle McGovern, Tamera Vanderpool, Allen Clendaniel

III Discussion of hiring PJ Slack Ford, Allen Clendaniel answered questions about contract
Kathy Chase moved to hire PJ Slack Ford as a full-time interim Superintendent, and ask Allen Clendaniel, attorney for the school district, to forward contract for her signature, Ann Short seconded.

Poll Vote was taken:

Name	Vote
Kevin Welch	Yes
Ken Chase	--
Kathy Chase	Yes
Ann Short	Yes
Alice Dale	--
Walt Maakestad	Yes
Rudy Hamilton	--

Motion carries with four affirmative votes

IV Adjournment

Kevin Welch adjourned the meeting at 11:02 a.m.

Personnel Recommendations - August 2023

2023-24 Certified Intent to Contract

Name	Site	Position	Step
Matthew Robinson	Grayling	Teacher	BA+72-4
David Filby	Holy Cross	P/T	MA+0-8
Tabatha Meglitsch	Takotna	P/T	BA+0-3

2023-24 Certified Contract Offered/Returned

Name	Site	Position	Step
Michelle Hickerson	McGrath	Teacher	MA+0-8
John Eller	McGrath	Teacher	MA+36-8
Norah Eller	McGrath	Teacher	BA+36-8

2023-24 Administrative Contracts Returned

Name	Site	Position	Effective
Carol Simmons	District	Reading Specialist - 210 day	7/1/2023
Steve Graham	District	Maintenance Director - 260 days	7/1/2023

Classified Employee Hires

Name	Location	Position	Effective
Dollie Nelson	District	Food Service Coordinator @ 210 days	7/13/2023

—



Iditarod Area School District
PO Box 90
McGrath, AK 99627

To: Alice Dale, Chairman
Members of the School Board

24-004

Through: PJ Ford Slack, PhD
From: Steve Graham

Date: July 19, 2023

Subject: **Ruby Marine Fuel Order for Shageluk**

The proposal: Ruby Marine fuel delivery to Innoko River School

Budget includes: fuel oil, State of Alaska surcharge

Funding of Project: \$41,585.00 Maintenance Budget for Shageluk

Invoice attached

Invoice

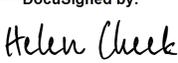
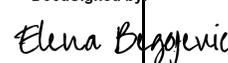
Ruby Marine Inc.
 PO Box 269
 Nenana, AK 99760
 907-832-1062
 907-832-1063 fax



Date	Invoice No.
06/25/23	23-395

Bill To
Iditarod Area School District PO Box 90 McGrath, AK 99627

P.O. Number	Terms

Description	Quantity	Rate	Amount
#1 diesel delivered to Shageluk 6/17	10,000	4.148	41,480.00
Federal LUST tax	10,000	0.001	10.00
State of Alaska surcharge on fuel	10,000	0.0095	95.00
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 30%;"> <p>DocuSigned by:  <small>908CB57BF1BD48F...</small> 6/26/2023</p> </div> <div style="width: 30%;"> <p>DocuSigned by:  <small>37E7EB4107954C9...</small> 6/26/2023</p> </div> <div style="width: 30%;"> <p>DocuSigned by:  <small>69769F2DC7F54CB...</small> 6/26/2023</p> </div> </div>			

Thank you for your business!	Total	\$41,585.00
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Balance Due	\$41,585.00
-------------	-------------

<p>Ruby Marine P.O. Box 269 Nenana, AK 99760</p>	<p>Phone: (907) 832-1062 Fax: (907) 832-1063 Email: office@rubymarineinc.com Web: www.rubymarineinc.com</p>
---	--

Date	Time	Tug	Barge	MT#
06/17/23	1700	TAN-2	NOVI-2	1036

Customer	Location
IASD	SHAGLUK

Product Type (only check one):

ULSD Diesel #2 (Sulfur less than 15 PPM)
 Unlead ULSD Diesel #1 (Sulfur less than 15 PPM)
 Diesel/Heating Fuel #1 (Sulfur less than 5000 PPM)
 Other:

Other charges or comments:	Gallons Ordered:
	10,000

Circle: Order Complete / Tanks Full / Partial Order Delivery / Other

Barge tanks checked for water ; Water Found: Yes No PIC(s) Initials: FV

Meter Readings:

A 6 2 9	2 0 0 1 1 8 0
A 6 2 8	1 9 9 1 1 9 5

Gross Gallons	Temp	API	Conversion Factor to 60F	Net Gallons
9985	57°	42.5	1.0015	10000

Customer:

Please Print: Patrick Hamilton x Patrick Hamilton

PIC's or Authorized Person's Signature. Fuel and Services Received as Indicated Above.

Please Print: FRANK VALDEZ Frank Valdez

~ THANK YOU FOR YOUR BUSINESS ~

IT-11 RMI Meter Ticket Rev. 06/2019
 Top: Accounting • Pink: Customer/Fuel • Hardstock: Vessel Records

PJ Ford Slack, Ph.D.

590 Kentshire Drive
Fairbanks, Alaska 99709
907.888.0032
Wombatduck16@gmail.com
pj@monty.ws

EXPERIENCE

Fairbanks Northstar Borough School District

Tanana Middle School
Special Education 6-8 grade
Intensive Resource/Self Contained Classroom

MacPherson & Jacobson LLC.

School leadership search consultant
Superintendent and Administrative office searches

Taholah School District

Primary Reading Intervention Specialist

Taholah School District 77— *3/4 grade Teacher*

Reading Interventionist
Substitute as needed

September 2018- PRESENT

Substitute is an on-call position
 $\frac{3}{4}$ Grade teacher: Part-time 2018-2019

Duck Point Teaching and Learning Consultancy

Independent Consultant —

August 2016- Present

Special Education support of new teachers, Support of all Learner First Schools and Staff, International special education NSW, Australia. 504 and FERPA support.

Administrator mentoring in select schools: Oregon, Washington, Alaska.

Hoonah City Schools, Hoonah, Alaska

Emergency Superintendent

January 2015-July 2017

Clearing business accounts
Writing Federal, State, and Corporation
District into Compliance on State and Federal Programs
Special Education alignment
Grant writing for Language and Culture
Orange Frog Project

Sitka Public School, Sitka, Alaska

Principal -9-12 Comprehensive High School

July 2010- 2014

SKILLS

Organizational Development
Team Building Students and Staff.

Special Education, FERPA,
and 504 staff training

Grant Writing (Federal and State)

Indigenous education support
in all areas of curriculum

And student support.

Alaska Orange Frog Trainer

Leadership support and new
teacher support

Student mentorship and
support toward Graduation

Learner First Training

Orange Frog State Trainer

Alaska School Administrators
(Pres and Secretary)

Alaska Athletics Board

Alaska Rose Rural Exchange
Board

Delta Greely School District, Delta, Alaska
Superintendent
Principal of a 1200 Student Correspondence School
Project Coordinator for High School Renovation and
Biomass Project to heat the schools
Liaison to Ft. Greely Military Leadership
2006-2010

Fairbanks Northstar Borough School District
2002-2006
NCLB Coordinator
Principal Randy Smith Middle School
Principal of North Pole High School

Alaska Director of Pre-K-12 Education
Juneau, Alaska
2000-2002
NCLB and Special Education Audit Lead
Second to the Commissioner of Education
Director of all K-12, Charter, and Correspondence Programs
Direct Communicator to Department of Education and
Secretary of Education
Trainer of 75 staff
All Fiscal oversight
All Federal Grant writing oversight and lead

North Slope Borough School District:
2000-2001
Administrator of Barrow High School

Alaska Director of Special Education
1997-2000

Editor of Alaska State Special Education Handbook
Complaint Investigator
Auditor of Federal Special Education Programs in all school
districts
Parent and Family Support
Student Support
Federal Government Contact

Associate Professor of Research in Special Education
1995-1997

Western Regional Resource Center
Classes taught: Special Education and the Law
Resource Room and the Classroom teacher
History of Special Education
Special Education Director: Administration

Teaching in Public, Tribal Grant, and University 1989-1995
Liaoning University- Shen Yang China
University of Waikato- Waikato New Zealand
Behavioral Support Program: Milcoma Middle School Coos
Bay, Oregon

GRANTS (selected)

**Alaska Native Education Grant- Language and Culture
3.2 million over 5 years**

**ANA grant for Language and Culture
1.2 million for 5 years**

**Education Grant for Cultural Pathways- K-12
SeaAlaska Corporation 800,000.00**

**Alaska Native Library Grant
100,000.00**

**Alaska Energy Grant-
2.2 million Biomass Boiler System**

**Bunk House Grant for Summer Vocational Training
900,000.00**

**Technology Grant: Middle School
500,000.00**

**Bug O Nay Ge Shig- Grant operated BIA school
6 million in grants per year**

EDUCATION

Post Doctorate Work:

Harvard Business School: Summer Leadership
University of Fairbanks- Licensure credits
University of Alaska SE- Licensure credits
Liaoning University- China- Chinese
University of St. Thomas- School Business License

University of Oregon - Eugene, Oregon

Degrees earned: Ph.D. and MS- Curriculum , MS - Special
Education **September 1984-August 1989**

University of Sydney- Australia

**Diploma Teaching: All grades (Science, Art, Ungraded
Students)**

February 1973- December 1976

PROJECTS

Project Name — Ojibwe Language Project: Bug O Nay Ge
Shig School. Federal Grant 1991-1994

Boards and Appointments

**Chair of Commissioner of Education Math and Science Task
Force- Alaska**

Sitka Health Coalition in collaboration with the Sitka Tribal Council

Liaoning University President Task Force

Sitka Library Commission Board (Secretary and President)

Sitka Charitable Trust Board

Alaska Special Service Agency Board (President 2009-2014)

Delta Greely Board for Student Vocational Training
Ft. Greely Military Base Joint Commission

Delta Borough Library Board

Ocean Shores Friends of the Library Board (Secretary)

Foundation Pacific and Grays Harbor Counties for Master Gardeners:
Interim President

July 6, 2023

24-006

Memorandum of Understanding
Turner Consulting
Joyce Turner, Consultant

Length of MOU: One Year or for the length of Board Secretary job opening. Beginning July 11, 2023.

Job Duties: To provide support for IASD Board of Education members and Superintendent. To create Board packets and follow-up with Board meetings and information.

Contract: \$50.00 an hour, up to 10 hours a week, \$2000 a month, \$24,000 a year

Signature _____
Joyce Turner, Turner Consulting

Signature District Superintendent: _____

- 2 hours per day two weeks prior to Board meeting to create packets for distribution.
- Not to work over 8 hours a week, due to retirement restrictions.
- Any travel is an addition to the contracted amount.



Iditarod Area School District
PO Box 90
McGrath, AK 99627

To: Alice Dale, Chairman
Members of the School Board 24-007

Through: PJ Ford Slack, PhD
From: Steve Graham, Facilities

Date: July 19, 2023

Subject: **Turbo Construction Water Heater Replacement- Grayling**

The proposal: Water Heater replacement in Grayling.

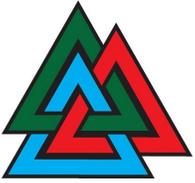
Project Description: Turbo Construction will remove and replace the water heater in the school building. They will re-wire and replace the circulation pumps for the heating system and replace glycol for the entire system.

This is an add-on to the other items listed for the Grayling construction project.

Budget includes: \$17,100.00 air travel, parts, labor and per-diem for work crew from Turbo Construction.

Funding of Project: Maintenance Budget

Invoice attached



Turbo Construction, LLC
 PO Box 80250
 Fairbanks, AK 99708

Invoice

Date	Invoice #
7/17/2023	6135

Bill To
Iditarod Area School District Attn: Steve Graham PO Box 90 McGrath, AK 99627

P.O. No.	Terms
Grayling School	Due on receipt

Description	Amount
Remove and replace water heater: <ul style="list-style-type: none"> • 80 Gallon commercial indirect Bradford White PowerStor • Modify piping as needed. • Remove pump, rewire to new zone valve. • Rewire recirculation pump • Add seismic strapping. • All materials and labor included. 	6,500.00
Additional 165 gallons premixed, and 55 gallons 100% Propylene Glycol.	10,600.00

It's been a pleasure working with you!	Total \$17,100.00
--	--------------------------

Phone #
907-371-6444

E-mail
Davesavesenergy@gmail.com

Payments/Credits	\$0.00
Balance Due	\$17,100.00



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This BoardBook® Premier Subscription Agreement (Agreement) is by and between Association of Alaska School Boards (“Reseller”) and the below-named customer (“Subscriber”). The Agreement consists of (a) the **Order Form**, executed by Subscriber; and (b) the **General Terms and Conditions**, attached and incorporated by reference as Exhibit A. (All undefined capitalized terms herein shall have such meaning as described in the General Terms and Conditions.)

Subscriber: Iditarod School District

ORDER FORM

BoardBook® Premier Product Level ^(a)	Initial Term ^(b) Actual Dates	Annual Subscription fee	Term Cost ^(c) USD
Tier 1 (2023)	8/1/23 to 12/31/23	\$2,640	\$1,100.00
		Total	\$1,100.00

- (a) Written product subscription is attached or available upon request.
- (b) A subscription term, whether initial or renewal, cannot exceed a year. An initial term may include Subscriber’s migration from BoardBook® Classic to BoardBook® Premier. Unless otherwise agreed in writing, any cost quote for a renewal term applies to the first renewal only. Subsequent renewal terms are subject to price adjustment, as permitted by the Agreement.
- (c) Unless otherwise extended in writing by Reseller, price quotes will expire after 90 days if not accepted.

Subscriber Coordinator Information	Subscriber Billing Information
<p><i>Name:</i> <u>PJ Ford-Slack</u></p> <p><i>Title:</i> Superintendent</p> <p><i>Phone:</i> 907-524-1209</p> <p><i>Email:</i> pjfordslack@iditarodsd.org</p>	<p><i>Name:</i> Iditarod School District, PJ Ford-Slack</p> <p><i>Title:</i> Superintendent</p> <p><i>Address:</i> PO Box 90, McGrath, AK 99627</p> <p><i>Phone:</i> 907-524-1209</p> <p><i>Email:</i> pjfordslack@iditarodsd.org</p>



Reseller Subscription

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Except as otherwise provided by the General Terms and Conditions, this Agreement can only be modified by a separate written instrument executed by the parties; any unilateral change or insertion by Subscriber will be deemed void and unenforceable. Subscriber’s payment and use of the product will be treated as acceptance of this Agreement, regardless of whether the Agreement has been fully signed by the parties.

ACCEPTANCE BY CUSTOMER:

Subscriber Entity: Iditarod School District

Authorized Signature: *PJ Ford Slack*

Printed Name: PJ Ford-Slack

Title: Superintendent

Date: 7/13/2023

(Note: Non-members of Association of Alaska School Boards will be referred to the appropriate reseller.)

ACCEPTANCE BY RESELLER:

Association of Alaska School Boards

DocuSigned by:
Tiffany Jackson
 Signature

Tiffany Jackson
 Printed Name

Director of Membership Services, AASB
 Title

7/14/2023
 Date

Return Order Form to:

By email: tjackson@asb.org, lmiller@asb.org
 By mail: AASB
 1111 W. 9th St.
 Juneau, AK 99801



Reseller Subscription

Exhibit A — BoardBook® Premier General Terms and Conditions

WHEREAS, Association of Alaska School Boards (“**Reseller**”) is a reseller of BoardBook® Premier (“**BoardBook**”) and is authorized by the BoardBook supplier, TASB Inc. (“**Supplier**”), to make BoardBook available under these General Terms and Conditions (the “**GTC**”); and

WHEREAS, Reseller’s client or customer (“**Subscriber**”) accepts the GTC as evidenced through its execution of the BoardBook® Premier Subscription Agreement (“**Agreement**”);

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Reseller and Subscriber (also referred to as “party” or “parties”) agree as follows:

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(a) Except for the limited license granted herein, Subscriber acknowledges and agrees that it has no right, title, or interest in and to the BoardBook trademark, service mark, tradename or software application, including its programming codes, documentation, interfaces, sequences, or derivatives thereof (collectively “**the BoardBook IP**”). Subscriber acknowledges that the BoardBook IP includes trade secrets and proprietary information owned or under the legal rights of Supplier and other third parties and that such BoardBook IP is subject to the protection of federal and state copyright laws, as well as other laws protecting intellectual property and trade secret information. Subscriber will not directly or indirectly allow any of its users or third-parties to copy, modify, reverse compile, disassemble, reverse engineer, assign, rent, sublicense, or distribute all or any portion of the BoardBook IP. To the extent any design improvement or modification is made to the BoardBook IP at the suggestion or request of Subscriber, Subscriber hereby disclaims any right, title, or interest to such change, beyond the access and use rights otherwise granted herein, and assigns same to Supplier (or the third party designated by Supplier) without any right or claim to payment or consideration therefor.

(b) In the event of any claim or proceeding against Subscriber alleging that the BoardBook IP, as licensed through this Agreement, infringes on the rights of any third party, Supplier will indemnify Subscriber, provided that Subscriber promptly notifies Supplier in writing and grants Supplier with full authority to defend and settle such matter. Supplier shall have full authority to select counsel of its own choosing and Subscriber shall cooperate with such counsel. Notwithstanding the foregoing, neither Supplier nor Reseller shall be liable or responsible for any content uploaded or entered into BoardBook by Subscriber or any of its users.

4. **Technical Support.** Supplier will provide Subscriber with online or telephone-based technical support during its normal and customary business hours (U.S. Central Time), which times may be posted on the BoardBook website. Upon the initial activation of a BoardBook account, Supplier will provide at least one remote training session up to two (2) hours in length. Neither Supplier nor Reseller will be



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(c) BoardBook is not intended to serve as Subscriber's permanent data storage facility. Subscriber is responsible for archiving Subscriber Data that must be retained onto a platform or location outside of BoardBook. Although Supplier aims to maintain Subscriber Data for a rolling period of at least five (5) years, no guaranty is made that Subscriber Data always will be available for such length of time. Upon termination of this Agreement, Subscriber shall have access to Subscriber Data for a period of 30 days, after which point Subscriber Data shall be subject to deletion. Upon request, Supplier will cooperate with Subscriber in transferring or converting Subscriber Data into a useful format, within the capabilities and limitations of the BoardBook technology; however, no promise is made that Subscriber Data will be transferred in any particular format.

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(b) The parties recognize and agree that money damages are an inadequate remedy for any breach of confidentiality and further recognize that any such breach would result in irreparable harm to the non-breaching party. Therefore, in the event of breach, it is agreed that the non-breaching party may



Reseller Subscription

seek injunctive relief to enjoin such activity, without need of posting bond or other financial security, in addition to seeking other available remedies.

7. Account Use/Operation.

(a) Access to BoardBook is limited to authorized users only based on the subscription level ordered. Subscriber is responsible for maintaining the confidentiality of its account access credentials and passwords and will immediately notify Supplier of any known unauthorized access or use. Upon request of Reseller, Subscriber will designate a primary account contact and will notify Reseller of any change thereto.

(b) The obligation of Subscriber to conduct its board meetings in accordance with applicable law and policy, including any open meetings law, resides entirely with Subscriber. Subscriber agrees that it will not use BoardBook to communicate or place any message or content that (i) is harassing, defamatory, or obscene; (ii) infringes on the intellectual property rights of others; or (iii) otherwise gives rise to civil or criminal liability. Reseller or Supplier shall have the right to immediately suspend account access, without right of partial refund, if either determines this provision of the Agreement has been breached.

8. Representations/Warranties.

(a) Supplier represents that BoardBook will be performed in good faith, consistent with commercially reasonable industry standards applicable to the service.

(b) NOTWITHSTANDING THE FOREGOING, AND TO THE FULLEST EXTENT ALLOWED BY LAW, BOARDBOOK IS PROVIDED "AS IS" AND "AS AVAILABLE." NO WARRANTY IS MADE, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF BOARDBOOK OR THAT BOARDBOOK WILL BE UNINTERRUPTED OR ERROR-FREE.

9. Limitations on Liability.

TO THE FULLEST EXTENT PERMITTED BY LAW, LIABILITY IS LIMITED AS FOLLOWS:

(a) EXCEPT FOR LIABILITY ARISING UNDER SECTION 3 (INTELLECTUAL PROPERTY), THE MAXIMUM AMOUNT OF MONEY DAMAGES RECOVERABLE THROUGH THIS AGREEMENT BY ANY PARTY, UNDER ANY CLAIM OR PROCEEDING BASED IN CONTRACT, TORT, OR OTHER THEORY, IS LIMITED TO THE AGGREGATE AMOUNT OF ALL FEES ACTUALLY PAID OR DUE BY SUBSCRIBER DURING THE 12-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

(b) IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE OR INABILITY TO USE BOARDBOOK.

(c) Any delay or failure to perform as required by this Agreement (other than for payment of amounts due) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

10. Term/Termination. The initial BoardBook subscription term under this Agreement shall be as stated on the Order Form and this term shall not exceed a period of one (1) year. After the initial term, the subscription shall automatically renew for successive annual periods unless the Agreement is



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11. Governing Law. This Agreement is governed by the laws of Alaska, without regard to conflict of laws provisions thereof.

12. Third-Parties/Relationships. The parties agree that the GTC grant or impose certain rights and duties upon Supplier. It is agreed that Supplier and its third-party developer(s) or sub-suppliers of the BoardBook IP are third party beneficiaries to this Agreement as it applies to the BoardBook IP and shall have all such rights and duties to the degree specifically stated herein, but that no other third-party beneficiaries are created hereby. The parties agree that Supplier has the power, right, and discretion to enforce the GTC. The parties further agree that no principal-agent, partnership, joint venture, or employment relationship is created by or through this Agreement. BoardBook is provided as an independent contractor arrangement only.

13. Headings. Headings used in this Agreement are for ease of reference only and will not be used to interpret any aspect of this Agreement.

14. Entire Agreement. In the event of any conflict or inconsistency between the provisions of the GTC and any other provision of this Agreement, the GTC shall take precedence in reconciling the conflict or inconsistency unless Supplier agrees in writing otherwise. This Agreement, the components of which are defined on the Order Form, constitutes the complete and exclusive expression of the contract among the parties; and all previous representations, discussions, and understandings, whether written or oral, are superseded by said Agreement. If Subscriber is converting from BoardBook® Classic to BoardBook® Premier, this Agreement supersedes the prior subscription agreement once this Agreement takes effect. If any provision of this Agreement is determined to be illegal, void, or unenforceable, the remainder of the Agreement shall continue to be in force and effect.

15. Amendments. Reseller and/or Supplier may amend or replace the terms of the Agreement, including the GTC, by providing Subscriber with at least 30 days prior written notice of the change before renewal of the subscription, and the notice must include the actual change to the Agreement. Subscriber's continued use of BoardBook after the effective date of the change shall constitute acceptance by course of conduct, without necessity of obtaining the Subscriber's signature. Subscriber may opt out of any amendment or change through timely termination of the Agreement, as provided herein.

16. Notices. Unless otherwise directed in writing, any notice required by this Agreement shall be in writing and deemed duly tendered when delivered to the respective parties set forth on the Order Form. Formal notice for Supplier shall be sent to TASB, Inc., Attn: BoardBook Director, at the following address: P.O. Box 400, Austin, TX 78767-0400 (mailing address); or 12007 Research Blvd., Austin, TX 78759-2349 (physical address).



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—END—