MEMORANDUM

TO: NWABSD Board of Education Members

DATE: November 24, 2026

FR: Office of the Superintendent

SUBJECT: Human Resources Report

James Stewart, Director of Human Resources, reports on the following:

Human Resources Department Highlights

Visa Holders

Demographics

The District currently employs 37 H-1B visa holders, including one employee who successfully converted from a J-1 visa. Of these, 17 are in their fourth year, 19 are in their third year, and one is in the first year. Four additional employees are in the process of converting from J-1 to H-1B status.

The District also employs 20 J-1 visa holders. Nine are in the fifth and final year of their visas, and four of these are completing the H-1B conversion process. Three are in their fourth year, one is in the third year, five are in the second year, and two are in the first year.

Green Cards

All 37 H-1B visa holders have expressed interest in obtaining a green card, as have three former J-1 visa holders who are currently in the Philippines fulfilling the required two-year home residency period.

Two documents accompany this report: an itemized cost estimate for obtaining a green card, and a multi-year agreement that each employee would be required to sign before the District begins sponsorship.

Recruiting

Frontline: The District currently uses Hire and Recruit. Once Frontline Central goes live, it will interface seamlessly with Hire and Recruit, allowing candidates to move from recruit to employee without interruption.

Handshake: This platform connects the District with numerous universities and their students.

Indeed: This platform is being used to recruit candidates in the technical industry.

Housing

10-plex: Four units are currently available, consisting of three efficiencies and one one-bedroom unit. The District anticipates that District and Kotzebue school employees will occupy three of these units.

Site maps: Housing maps are being finalized for each site. These maps will provide a more complete understanding of each unit's location within its community, its type, and its rent.

Systems and Process Improvements

Frontline: Final preparations are underway for the system go-live. Training will be required both within the department and District-wide, beginning January 1.

iVisions: The department is conducting a review with Tyler Technologies to ensure the tool is being used to its full capability. Following the review, training will be provided on an as-needed basis.

Insurance
Open enrollment begins December 1.

Summary
In summary, the District employs 37 H-1B and 20 J-1 visa holders, and all 37 H-1B holders have expressed interest in green card sponsorship, with a cost estimate and a proposed multi-year agreement provided for review. Recruiting efforts continue through Hire and Recruit, Handshake, and Indeed, while Frontline Central is nearing go-live, with training beginning January 1. Four housing units are available in the 10-plex, three of which are expected to be filled, and site housing maps are being finalized. The iVisions review with Tyler Technologies is under way, and open enrollment begins December 1.

ACTION ITEM ON THE AGENDA

NWABSD Memo, Approval of Human Resources:

The administration recommended that the Board approve the both certified and classified new hires, rehires, transfers, and seperations as presented. Please see NWABSD Memo 27-034.

PERM (Green Card) Process for School Districts

PERM is the first stage of a common employer-sponsored green card process. AERRC can support the school district and teacher from the beginning of the process through completion. Because each case is different, the district should confirm the filing strategy and current government fees with immigration counsel.

Estimated Fees

Service	Estimated fee
PERM labor certification*	$4,250
PERM audit (simple)	$750
PERM audit (complex)	$1,450
I-140 based on an approved PERM*	$1,950
I-140 National Interest Waiver	$4,050
I-485 adjustment of status (principal applicant)*	$1,950
I-485 adjustment of status (each dependent)	$1,450
I-765 employment authorization application	$450
I-131 advance parole travel document	$450
RFE response (simple)	$750
RFE response (moderate)	$1,050
RFE response (complex)	$1,350

AERRC support fee*: $2,000 - Includes support for the district and teacher from the beginning of the PERM process through completion.

**Typical fees for a standard PERM-based case. Audits, National Interest Waivers, dependent applications, employment or travel documents, and RFE responses apply only when needed.*

Who Pays

Employer responsibility. The employer is required to pay the PERM costs. Most employers also pay for the I-140 because it is an employer-filed petition. The employee typically pays for the I-485 adjustment-of-status process and related applications for the employee and any dependents.

Current Estimated Timelines

Timelines change frequently. Current estimates are:

PERM	I-140	I-485
18 to 24 months	4 to 6 months without premium processing	12 to 18 months

Planning for J-1 Teachers

Start early. If a J-1 teacher is required to complete the two-year home-country physical presence requirement and the district hopes to rehire the teacher afterward, the PERM process may be started while the teacher is abroad. The two years spent at home can overlap with PERM processing time. Immigration counsel should review the individual case before the district begins.

AGREEMENT FOR SPONSORSHIP
BETWEEN NORTHWEST ARCTIC BOROUGH SCHOOL DISTRICT AND [TEACHER NAME]

Northwest Arctic Borough School District, with a principal place of business _____ ("Employer") and TEACHER NAME, residing at [INSERT ADDRESS] ("Employee"), execute this Agreement for Immigration Sponsorship ("Agreement") effective [INSERT DATE]. Accordingly, Employer and Employee (the "Parties") agree as follows:

I. Purpose

Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that:

A. The employment relationship between Employer and Employee is governed by the existing Collective Bargaining Agreement.

B. The period governed by this Agreement does not constitute a "term" of employment.

C. Each party retains the right to terminate employment at any time and for any reason, in accordance with applicable Employer policies.1

II. Employer's Obligations

In consideration for Employee's promises contained in this Agreement, Employer will act as Employee's sponsor for immigration purposes related to employment with Employer. While Employer shall use reasonable efforts with respect to sponsorship of Employee, Employee understands that Employer does not guarantee, warrant, or otherwise promise that Employee will obtain and maintain nonimmigrant status and/or become a permanent resident before, during, or after employment with Employer. The decision to sponsor Employee for any specific immigration benefit, including, but not limited to, work visa status and permanent residence sponsorship, remains at all times solely in the discretion of the Employer.

III. Employee's Obligations

In consideration for Employer's promises contained in this Agreement, Employee agrees to continue employment with Employer during the duration of work visa sponsorship and, if green card sponsorship is pursued, upon becoming a permanent resident for a duration of three (3) years beyond receipt of US Lawful Permanent Residence status, and Employee will maintain acceptable performance levels during this period.

IV. Remedies in Case of Default

A. If Employer fails to fulfill sponsorship requirements or terminates Employee without cause, then Employer releases Employee of his obligations under Section

1 In situations where they conflict, the provisions of the Collective Bargaining Agreement supersede this Sponsorship Agreement.

III. "Cause" is defined in the Collective Bargaining Agreement and includes, but not limited to, misconduct on the part of an employee, insubordination, habitual lateness in reporting for work, misconduct amounting to violation of law, rule or lawful and reasonable Departmental orders, intoxication while on duty, conduct either on or off duty which may bring the service of the Employer into disrepute, or similar substantial reasons.

B. If Employee resigns or Employer terminates the Employee for cause during the duration of the Employee's work visa sponsorship or upon becoming a permanent resident, Employer is entitled to liquidated damages as set forth in item IV.C. and IV.D. below excluding, under Department of Labor Regulation, the legal fees and related costs associated with the preparation and filing of the H-1B process and/or PERM Labor Certification process.

C. If Employee resigns or Employer terminates the Employee for cause after Employee obtains a nonimmigrant work visa sponsored by Employer, Employer is entitled to liquidated damages from Employee not to exceed Ten Thousand Dollars ($10,000.00) for the performance of this Agreement in the following manner:

I If Employee leaves Employer within twelve (12) months of their work visa sponsorship, then Employee must pay liquidated damages in the amount of $10,000.00.

II If Employee leaves employment of Employer between twelve (12) months and twenty-four (24) months of their work visa sponsorship, then Employee must pay liquidated damages in the amount of $7,500.00.

III If Employee leaves employment of Employer between twenty-four (24) and thirty-six (36) months of their work visa sponsorship, then Employee must pay liquidated damages in the amount of $5,000.00.

IV If Employee leaves employment of Employer after thirty-six (36) months of their work visa sponsorship, then Employee is not required to pay any liquidated damages.

D. If Employee resigns or Employer terminates the Employee for cause after Employee becomes a permanent resident, Employer is entitled to liquidated damages from Employee totaling all costs associated with the permanent resident application process excluding those items listed as exclusions in item IV.B. above, not to exceed Twenty Thousand Dollars ($20,000.00) for the performance of this Agreement in the following manner:

I If Employee leaves Employer within six months of obtaining permanent residence, then Employee must pay liquidated damages in the amount of $20,000.00 at the time of leaving employment.

II If Employee leaves employment of Employer between six and twelve months after obtaining permanent residence, then Employee must pay liquidated damages in the amount of $17,500.00 at the time of leaving employment.

III If Employee leaves employment of Employer between twelve and eighteen months after obtaining permanent residence, then Employee must pay liquidated damages in the amount of $15,000.00

at the time of leaving employment.

IV If Employee leaves employment of Employer between eighteen and twenty-four months after obtaining permanent residence, then Employee must pay liquidated damages in the amount of $12,500.00 at the time of leaving employment.

V If Employee leaves employment of Employer between twenty-four and thirty-six months after obtaining permanent residence, then Employee must pay liquidated damages in the amount of $10,000.00 at the time of leaving employment.

E. The Parties agree that the liquidated damage sums herein approximate the losses incurred by Employer as a result of Employee's cessation of work excluding the legal fees and related costs associated with the preparation and filing of an H-1B process and/or PERM Labor Certification process.

F. Employer may take legal action to recover any liquidated damages from Employee, and shall be entitled to attorney's fees and costs from the Employee if it prevails. Furthermore, Employer may deduct from Employee's final paycheck the maximum amount possible under 8 AAC 15.160 to recover the liquidated damages.

V. **CONFESSION OF JUDGMENT CLAUSE: THE UNDERSIGNED HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST THE UNDERSIGNED IN FAVOR OF THE HOLDER, ASSIGNEE OR SUCCESSOR OF HOLDER OF THE NOTE, AT ANY TIME, FOR THE FULL OR TOTAL AMOUNT OF THIS NOTE, TOGETHER WITH ALL INDEBTEDNESS PROVIDED FOR THEREIN, WITH COSTS OF SUIT AND ATTORNEY'S COMMISSION OF TEN (10) PERCENT FOR THE COLLECTION; AND THE UNDERSIGNED EXPRESSLY RELEASES ALL ERRORS, WAIVES ALL STAY OF EXECUTION, RIGHTS OF INQUISITION AND EXTENSION UPON ANY LEVY UPON REAL ESTATE AND ALL EXEMPTION OF PROPERTY FROM LEVY AND SALE UPON ANY EXECUTION HEREON; AND THE UNDERSIGNED EXPRESSLY AGREES TO CONDEMNATION AND EXPRESSLY RELINQUISHES ALL RIGHTS TO BENEFITS OR EXEMPTIONS UNDER ANY AND ALL EXEMPTION LAWS NOW IN FORCE OR WHICH MAY HEREAFTER BE ENACTED.**

WARNING--BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

VI. <u>General Provisions</u>

A. The Parties may modify or waive a provision under this Agreement only in a writing signed by both Parties or their authorized agents.
B. This Agreement shall bind Employer's assigns. The assigns shall assume the benefits and liabilities of this Agreement.
C. The Parties intend that any invalid or unenforceable provisions of this Agreement are severable from the remainder, and a court shall read this Agreement as if it did not contain the redacted provision.
D. The Parties stipulate that this writing is a final expression of the entire sponsorship agreement, extinguishing and terminating all preexisting agreements regarding sponsorship.
E. The laws of the State of Maine shall govern this Agreement's validity and the rights and obligations of the Parties.

In witness whereof, Employer and Employee executed this agreement as of the date set forth above.

_____ _____
[Employee's Name] Date
Employee

_____ _____
Northwest Arctic **Date**
Borough School District
[Signor's Name]
[Title]

MEMORANDUM

TO: NWABSD Board of Education Members **DATE:** November 24, 2026

NUMBER: **27-034**

FR: Office of the Superintendent **SUBJECT:** Human Resources

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STRATEGIC PLAN/BOARD GOAL:

Track1: Operational Improvements

Initiative: Optimize Business Practices

ABSTRACT

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

ISSUE:

At issue is the approval of awareness of Human Resources actions for the District Office, Maintenance Department, Alaska Technical Center and school sites.

BACKGROUND AND/OR PERTINENT INFORMATION:

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

ALTERNATIVES:

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

ADMINISTRATION RECOMMENDATION:

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

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

a. Certified New Hires FY27
b. Classified New Hires FY27

a) The administration recommends the approval of the following FY27 Certified New Hires

LOCATIONS & DATES	NAME	POSITION
Deering		
10/1/2026	Jene Bidaure-Driz	Teacher
KMHS		
9/21/2026	Jose Santural	Teacher
1/4/2027	Stephanie Robison	Counselor
Noorvik		
11/5/2026	Pauline Nay	Counselor

b) The administration recommends the approval of the following FY27 Classified New Hires

LOCATIONS & DATES	NAME	POSITION
Kivalina		
11/6/2026	Ashlee Hawley	Bus Driver/BPO
Kobuk		
9/17/2026	Lawrence Garfield	SpEd Aide
Noatak		
11/2/2026	Shannon Arey	SpEd Aide
Selawik		
11/2/2026	Erika Ticket	Aide
8/10/2026	Maggie Mitchell	Aide
District Office		

9/28/2026	Ford Humphreys	Maintenance Admin. Assist

II. **The administration reports on the following non-action items:**

a. Classified Transfers FY27
b. Classified Separations FY27
c. Certified Separations FY27
d. Certified Openings FY27
e. Classified Openings FY27

a) The administration reports on the following non-action items: FY27 Classified Transfers

LOCATION & DATE	NAME	POSITION
District Office		
9/9/2026	Wanda Baltazar	Bilingual Coordinator

b) The administration reports on the following non-action items: FY27 Classified Separations

LOCATIONS & DATES	NAME	POSITION
Kivalina		
9/28/2026	Ford Humphreys	Bus Driver/BPO
Kotzebue		
10/30/2026	Bomi Kim	Aide
10/23/2026	Naomi Whitaker	SpEd Aide
ATC/STAR		
11/24/2026	Toni Jones	Registrar
District Office		
10/7/2026	Hunter LoneWolf	Computer Field Tech.

c) The administration reports on the following non-action items: FY27 Certified Separation

Kobuk		
11/2/2026	Kellie Tallman	Teacher

d) The administration reports on the following non-action items: FY27 Certified Openings

Kobuk

OPEN	Teacher

ATC/STAR

OPEN	Teacher
OPEN	Teacher

District Office

OPEN	SpEd Teacher

e) The administration reports on the following non-action items: FY27 Classified Openings

BUCKLAND

OPEN	SpEd Aide

DEERING

OPEN	Building Plant Operator
OPEN	Bilingual Instructor

KIANA

OPEN	SpEd Aide
OPEN	Building Plant Operator

KOTZEBUE

OPEN	Instructional Aide

ATC/STAR

OPEN	Dorm Attendant
OPEN	Career Pathways Specialist
OPEN	Business Office Manager
OPEN	Registrar

DO

OPEN	Network Administrator Specialist
OPEN	Computer Field Technician
OPEN	Program Specialist - Grants
OPEN	Journeyman Plumber
OPEN	Journeyman Electrician
OPEN	Mechanic
OPEN	Building Plant Operator