



# Nome Public Schools Board of Education Meeting Agenda

June 14, 2022 - 5:30 PM  
Regular Board Meeting, NES Library /Zoom  
1057 E 5th Ave  
Nome, Alaska 99762

PO Box 131  
Nome, AK 99762

*We inspire and empower students to be culturally grounded responsible citizens who are deeply connected to our community and world.*

## SCHOOL BOARD MEMBERS

Mrs. Sandy Martinson, President  
Dr. Barb Amarok, Vice President/Clerk  
Mrs. Darlene Trigg, Treasurer  
Mrs. Nancy Mendenhall  
Mr. Bob Metcalf

## AGENDA

### A. Call to Order

1. Pledge of Allegiance
2. Nome Public Schools Mission Statement 3
3. Roll Call
4. Approval of Agenda

### B. Consent Agenda

(Routine matter considered for approval as one motion. Any item can be pulled for separate consideration).

1. Approval of Minutes: Regular Meeting: May 10, 2022 4
2. Approval of May 2022 Disbursements
3. Approval of May 2022 Personnel Report 8
4. Approval of Staff Out of State Travel Requests

### C. Awards and Presentations

1. Introductions of Guests & Visitors

### D. Opportunity for Public Comments on Agenda/Non-agenda Items 10

(3 minutes per speaker, 30 minutes aggregate)

### E. Superintendent Report 11

### F. Information & Reports

1. Business Manager Report 103

### G. Second Public Comment Opportunity 105

(Individuals are limited to three minutes each.)

### H. Action Item

1. Approval of 1st Reading of Board Policies 106
  - a. BP 1312.1 Public Complaints Concerning School Personnel 108
  - b. BP 4119.12 Harassment 109
  - c. BP 4131 Certificated Staff Development 111
  - d. BP 4222 Teacher Aides/Paraprofessionals 114
  - e. BP 5030 School Discipline and Safety 116
  - f. BP 5131.43 Harassment, Intimidation and Bullying 122
  - g. BP 5141.4 Child Abuse and Neglect 127

h. BP 5145.7 Sexual Harassment	129
i. BP 6142.1 Family Life/Sex Education	131
j. BP 6142.2 AIDS Instruction	133
k. BP 6146.1 High School Graduation Requirements	135
2. Approval of Classified Association Negotiated Agreement	137
3. Approval of NES Playground & Fence Repairs	183
4. Approval of Vehicle Purchase for Maintenance Department	187
5. Approval of Increase in Fuel Purchase Cost	191
<b>I. Board and Superintendent's Comments &amp; Committee Reports</b>	
<b>J. Upcoming Events:</b>	
• Tuesday, June 28, Work Session, 5:30 pm, NES Library	
• Tuesday, August 9, Regular Meeting, 5:30 pm, NES Library/Zoom	
<b>K. Adjournment</b>	

To join the **Public Zoom** meeting on your computer or smart device, please use the link below:  
<https://us02web.zoom.us/j/84915639219?pwd=TVNWWYURieTBvSzVYUEdIdi9FMnFjdz09>

Meeting ID: 849 1563 9219  
 Passcode: 43wruG

To call into the public Zoom meeting, please call any of the phone numbers below:

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- +1 929 205 6099
- +1 301 715 8592
- +1 312 626 6799

Meeting ID: 849 1563 9219  
 Passcode: 378451



## *Our Mission*

We inspire and empower students to be culturally grounded responsible citizens who are deeply connected to our community and world.

## *Our Vision*

Together, strong in identity, purpose, potential

## *Board and Superintendent Guiding Principles*

- ◆ Works to ensure academic success for all students
- ◆ Works to promote positive community partnerships
- ◆ Provides leadership and support to ensure reading proficiency by 3rd Grade
- ◆ Supports the recruitment and retention of effective staff

## *Board and Superintendent Goals*

- ◆ Provide the resources for the development and adoption of curriculum as per Board Policy (BP 6141).
- ◆ Support the integration of a student's culture in the curriculum within the context of the community through implementation of the Alaska standards for culturally responsive schools.
- ◆ Work to ensure all students feel connected to their peers and the adults in their schools by improving school climate.

BOARD OF EDUCATION MINUTES  
Regular Meeting  
Tuesday, May 10, 2022  
5:30 pm  
NES Library

Member Martinson called the meeting to order at 5:30 pm Tuesday, May 10, 2022 with a quorum present.

Superintendent Burgess led the Pledge of Allegiance.

Member Martinson read the Nome Public Schools Mission Statement.

**School Board Members Present:**

Sandy Martinson	Barb Amarok (via Zoom)	Darlene Trigg (via Zoom)
Nancy Mendenhall	Bob Metcalf	
Guadalupe Callahan, Student Representative		

**Others in attendance included:**

Jamie Burgess	Alisha Papineau	Genevieve Hollins (via Zoom)
Megan Gannon (via Zoom)	Jim Shreve	Jennifer Shreve
Aaron Husemann	Pat Booth	Teriscovkya Smith
Elizabeth Korenek-Johnson	Cynthia Gray	Doug Walrath
Lisa Leeper	Marty Ruud	Clary Ruud
Jay Thomas	Stan Burgess	Megan Hayes
Talan Johnson	Kelvin Lewis	Floyd O'Connor
Melissa O'Connor		

**APPROVAL OF AGENDA**

Member Mendenhall moved to approve the agenda as presented.

The motion carried by a roll call vote with the following results:

Sandy Martinson: yes	Barb Amarok: yes	Darlene Trigg: yes
Nancy Mendenhall: yes	Bob Metcalf: yes	
Guadalupe Callahan (Advisory Vote): yes		

**CONSENT AGENDA**

Member Mendenhall moved to approve the minutes from Regular Meeting, April 12, 2022; the minutes from Special Meeting, April 26, 2022; the April 2022 disbursements; the April 2022 personnel report; and the staff out of state travel requests.

The motion carried by a roll call vote with the following results:

Sandy Martinson: yes	Barb Amarok: yes	Darlene Trigg: yes
Nancy Mendenhall: yes	Bob Metcalf: yes	
Guadalupe Callahan (Advisory Vote): yes		

### **INTRODUCTIONS OF GUESTS AND VISITORS**

Superintendent Burgess introduced Doug Walrath and Lisa Leeper who would be representing for the ACSA Academic Policy Committee.

Superintendent Burgess announced that it would be Student Representative, Guadalupe Callahan's last meeting and thanked her for representing students at the school board meetings.

Superintendent Burgess announced that it would also be SPED Director, Aaron Husemann and NBMHS Principal, Jay Thomas's last meeting. Superintendent Burgess thanked them for their work.

### **STUDENTS OF THE MONTH**

ACSA Principal, Lisa Leeper announced Talan Johnson as Student of the Month for April 2022.

NBMHS Vice Principal, Teriscovkya Smith announced Clary Ruud and Kelvin Lewis as Students of the Month for April 2022.

### **OPPORTUNITY FOR PUBLIC COMMENT ON AGENDA/NON-AGENDA ITEMS**

NONE

### **SUPERINTENDENT REPORT**

Superintendent Burgess reported. The report is attached to the original of these minutes.

Discussion followed.

### **INFORMATION AND REPORTS**

Student Representative, Guadalupe Callahan reported. The report is attached to the original of these minutes. Discussion followed.

NES Principal, Elizabeth Korenek-Johnson reported. The report is attached to the original of these minutes. Discussion followed.

ACSA Principal, Lisa Leeper reported. The report is attached to the original of these minutes. Discussion followed.

NBMHS Principal, Jay Thomas reported. The report is attached to the original of these minutes. Discussion followed.

Director of SPED, Aaron Husemann reported. The report is attached to the original of these minutes. Discussion followed.

Director of Technology, Jim Shreve reported. The report is attached to the original of these minutes. Discussion followed.

Director of Facilities, Mark Casey reported. The report is attached to the original of these minutes. Discussion followed.

Director of Federal Programs, Megan Hayes reported. The report is attached to the original of these minutes.

CFO, Genevieve Hollins reported. The report is attached to the original of these minutes. Discussion followed.

**SECOND PUBLIC COMMENT OPPORTUNITY**

NONE

**ACTION ITEMS**

Member Trigg moved to approve the second and final reading of board policies BP 0100 Philosophy, BP 0210 Goals for Student Learning, and BP 1020 Youth Services. Discussion followed.

The motion carried by a roll call vote with the following results:

Sandy Martinson: yes	Barb Amarok: yes	Darlene Trigg: yes
Nancy Mendenhall: yes	Bob Metcalf: yes	

Member Mendenhall moved to approve contracts for the classified exempt employees as presented for the 2022-2023 school year.

The motion carried by a roll call vote with the following results:

Sandy Martinson: yes	Barb Amarok: yes	Darlene Trigg: yes
Nancy Mendenhall: yes	Bob Metcalf: yes	

Member Mendenhall moved to approve the fuel order of a minimum of 190,000 gallons up to a maximum of 200,000 gallons of fuel oil for the 2022-2023 school year at a maximum cost of \$750,000.

The motion carried by a roll call vote with the following results:

Sandy Martinson: yes	Barb Amarok: yes	Darlene Trigg: yes
Nancy Mendenhall: yes	Bob Metcalf: yes	

**BOARD AND SUPERINTENDENT’S COMMENT & COMMITTEE REPORTS**

Member Amarok congratulated the Students of the Month.

Member Amarok gave her best wishes to the staff who wouldn’t be returning.

Member Amarok complimented the artists who painted the art mural at NBMHS.

Member Mendenhall echoed Member Amarok’s compliments on the art mural and noted student feedback on its importance to them.

Member Mendenhall also mentioned student feedback regarding the TASK Hawaii trip and encouraged to continue having those trips in the future.

Member Trigg announced her attendance at the future May 13<sup>th</sup> Board Policy Review Committee would be shortened.

Member Trigg thanked staff for making it an amazing school year regardless of the challenges presented to them.

Member Metcalf echoed the other board members comments.

Member Metcalf complimented leadership and staff.

Member Metcalf gave kudos to Member Trigg for her work on the Board Policy Review Committee.

Superintendent Burgess invited the school board to the all staff end of the year luncheon on May 27<sup>th</sup>, 12pm at the NBMHS cafeteria.

Superintendent Burgess invited the school board to the NBMHS graduation ceremony on May 25<sup>th</sup>.





**Personnel-School Board Report  
June 14, 2022  
Cynthia Gray, NPS HR Manager**

**PERSONNEL ACTIONS: Staff changes/updates:**

Certified Employees: New Hires/Change of Assignment:

None.

Certified Employees: End of employment/terminations/resignations:

1. Oliver Fry-Physical Education Teacher/NBMHS-Resignation

Classified Employees: New Hires/Change of Assignment/End of employment:

1. Brittney Heinrich-AP-Purchasing Specialist/District Office/Resignation

Current Classified vacancies for the 2021-2022 school year:

1. None.

Certified vacancies for the 2022-2023 school year:

1. Physical Education Teacher-NBMHS
2. Elementary School Teacher -Grade 2
3. Special Education Teacher-NES/NBMHS
4. Speech Language Pathologist-SPED Department/District Wide
5. Elementary Inupiaq/Immersion Teacher

Certified New Hire List for the 2022-2023 school year:

1. Emily Sosebee-Elementary Teacher Grade 5/NES
2. Marta Pardee-Elementary Teacher Grade 2/NES

**PERSONNEL/HR PROJECTS**

Negotiations concluded successfully between Nome Public Schools and the Nome Education Support Professionals Association at a meeting on May 11, 2022. The final three-year agreement is included on agenda for school board approval today.

**EMPLOYEE BENEFITS**

No update.

**STAFF RECOGNITION/EMPLOYEE ACTIVITIES/FUNCTIONS:**

NPS hosted the end of the year staff celebration on May 27, 2022. NPS recognized outgoing staff member Karen Kunnuk for her retirement and twenty-nine years of service as a classroom aide at Nome Elementary. In addition, the Teacher of the Year was awarded to Holly Harlow, NBMHS Math teacher. The Education Support Professional (aka Classified Staff) employee of the year was awarded to Rebecca Miller, Special Education Administrative Assistant. The gathering commenced the first in person event for NPS, and was well attended and a very positive end for the 2021-2022 school year.

I am happy to answer any questions you may have regarding Personnel activity.

Respectfully submitted by

*Cynthia Gray*

Cynthia Gray-NPS Human Resources Manager

## **Public Comment Statement**

The Board of Education welcomes community member input during meetings about issues on or not on the agenda. The Board is not able to respond directly to you during Public Comment; the Board may decide at the end of the meeting during Board Member Comment to discuss your topic at a work session, regular meeting, or direct the Superintendent to look into a situation further.

The Board may not speak about subjects that are protected by legal confidentiality such as specific student discipline issues or personnel issues that could disparage or slander district employees.

The general guideline is approximately three minutes per speaker; however, additional time is allowable if needed. When you speak to the Board, please state your first and last name for the record.



Nome Public Schools  
Superintendent Report  
Jamie Burgess  
June 14, 2022

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1. COVID Update: The District's COVID mitigation plan will need to be updated over the summer as mandated by the American Rescue Plan Act. The CDC has released updated guidance for schools effective May 27<sup>th</sup>, and input will need to be sought from the Health Advisory Team as well. A preliminary draft will be available for the Board at the upcoming June work session.

2. Funding Update: We are pleased that the City finalized their contribution to the district of \$3.15M, which is their highest contribution ever. We are awaiting the final budget from Juneau; at the writing of this report, the legislative budget has yet to be transmitted to the Governor for his signature and any potential line item vetos. However, with the passage and signing of HB114 which contains the Alaska Reads Act, it is not likely that the Governor would veto the one-time additional \$57M funding for education in the budget. In addition, the \$100M in Major Maintenance funding means that Nome Public Schools will have three projects on the list funded (see the attached list), two of which are reimbursement projects, meaning those funds will come back to the district's CIP fund. HB114 also had a very small increase to the BSA included of approximately \$30/student.

3. Cognia System Accreditation – we are pleased to announce that Nome Public Schools has successfully completed its system accreditation in April of 2022. Normally accreditation is a process completed only by high schools; however, this process was started under former superintendent Shawn Arnold and was finally brought to completion. The report by the review team is attached. I would like to thank Mr. Jay Thomas, Ms. Teriscovkya Smith, Ms. Elizabeth Korenek-Johnson, Ms. Lisa Leeper, all of the members of the Board, and the various teachers, parents and students who participated in the preparation and meetings with the Cognia review team. Participating in the process during the COVID-19 pandemic, with a very compacted timeline to prepare and in a remote setting was very challenging, and we were pleased that overall the results were very encouraging and thought-provoking.

The report recognized that the District as a whole system has definite areas of strengths, and areas where we can focus on improvement for the next five years. Some of the areas in need of improvement are areas that we are already aware of and have some plans to address.

4. Department of Education Five Year Preventive Maintenance Audit – Mr. Wayne Marquis of the DEED Facilities Management Department visited Nome in early May to conduct the five year audit of the district's facilities management to determine if we qualify to continue to receive Major Maintenance funding from the state. The district passed the audit with flying colors, and I would personally like to thank Mark Casey and Jonathan Duarte with NMS for their assistance in preparing the needed documents for DEED's inspection and for working with Mr. Marquis during his site visit. The letter from DEED and Mr. Marquis' report are attached for your information.



Nome Public Schools  
Superintendent Report  
Jamie Burgess  
June 14, 2022

5. Security Check AR 4112.5/4212.5/4312.5 – The Board Policy Committee discussed the district's current Security Check Administration Regulation, which is used by Human Resources during the hiring process to determine if an applicant's background check results would disqualify them from employment by the district. The Committee reviewed the Barrier Crime Matrix used by the Department of Health and Human Services as a resource and made some revisions to the AR which is attached to this report for the Board's information.



THE STATE  
of ALASKA  
GOVERNOR MIKE DUNLEAVY

Department of Education  
& Early Development

FINANCE & SUPPORT SERVICES

801 West 10<sup>th</sup> Street, Suite 200  
P.O. Box 110500  
Juneau, Alaska 99811-0500  
Main: 907.465.6928  
Fax: 907.465.8910  
Email: Wayne.Marquis@Alaska.Gov

May 30, 2022

Jamie Burgess, Superintendent  
Nome School District  
P.O. Box 131  
Nome, AK 99762

Re: Preventive Maintenance Site Visit

Dear Ms. Burgess:

The State of Alaska requires that districts comply with the Preventive Maintenance Statute in order to receive funding under AS 14.11.<sup>1</sup> Regulation also requires that the department perform an on-site inspection at least once every five years.<sup>2</sup>

On May 3-6, 2022 - pursuant to 4 AAC 31.013(f), a virtual site visit inspection of the district's preventive maintenance and facility management program was conducted. The results of this inspection indicate the district's preventive maintenance and facility management program satisfies all requirements of a compliant program as set out in 4 AAC 31.031(a).

Certification of the district's preventive maintenance and facility management program is hereby renewed. The district is eligible to submit CIP applications as long as a compliant preventive maintenance and facility management program remains in effect.

Enclosed with this letter is a copy of the final site visit report. Congratulations to you and district facilities staff members on a job well done!

Please let me know if you have any questions.

Sincerely,

Handwritten signature of Wayne Marquis in cursive.

Wayne Marquis  
Building Management Specialist

Enclosures

<sup>1</sup> AS 14.11.011(b)(4); AS 14.11.100(j)(5)(A)

<sup>2</sup> 4 AAC 31.013(f)

**STATUTES**

**Sec. 14.11.011. Grant Applications.**

(b)(1) a six-year capital improvement plan that includes a description of the district's fixed asset inventory system...

(b)(4) evidence acceptable to the department that the district

(A) has a preventive maintenance plan that

(i) includes a computerized maintenance management program, cardex system, or other formal systematic means of tracking the timing and costs associated with planned and completed maintenance activities, including scheduled preventive maintenance;

(ii) addresses energy management for buildings owned or operated by the district;

(iii) includes a regular custodial care program for buildings owned or operated by the district;

(iv) includes preventive maintenance training for facility managers and maintenance employees;

(v) includes renewal and replacement schedules for electrical, mechanical, structural, and other components of facilities owned or operated by the district; and

(B) is adequately adhering to the preventive maintenance plan.

**Sec. 14.11.100. State Aid For Costs of School Construction Debt.**

(j) Except as provided in (l) of this section, the state may not allocate money to a municipality for a school construction project under (a)(5), (6), or (7) of this section unless the municipality complies with the requirements of (1) - (5) of this subsection, the project is approved by the commissioner before the local vote on the bond issue for the project or for bonds authorized after March 31, 1990, but on or before April 30, 1993, the bonds are approved by the commissioner before reimbursement by the state, and the local vote occurs before July 1, 1987, or after June 30, 1988. In approving a project under this subsection, and to the extent required under (a)(8) - (17) of this section, the commissioner shall require

(5) evidence acceptable to the department that the district

(A) has a preventive maintenance plan that...

(i) includes a computerized maintenance management program, cardex system, or other formal systematic means of tracking the timing and costs associated with planned and completed maintenance activities, including scheduled preventive maintenance;

(ii) addresses energy management for buildings owned or operated by the district;

(iii) includes a regular custodial care program for buildings owned or operated by the district;

(iv) includes preventive maintenance training for facility managers and maintenance employees; and

(v) includes renewal and replacement schedules for electrical, mechanical, structural, and other components of facilities owned or operated by the district; and

(B) is adequately following the preventive maintenance plan.

## REGULATIONS

### **4 AAC 31.013. Preventive maintenance and facility management**

(a) For a district to be eligible for state aid under AS 14.11.011, the district must have a facility management program that addresses the following five elements of facility and maintenance management:

(1) a formal maintenance management program that records maintenance activities on a work order basis, and tracks the timing and cost, including labor and materials, of maintenance activities in sufficient detail to produce reports of planned and completed work;

(2) an energy management plan that includes recording energy consumption for all utilities on a monthly basis for each building; for facilities constructed before 12/15/2004, a district may record energy consumption for utilities on a monthly basis when multiple buildings are served by one utility plant;

(3) a custodial program that includes a schedule of custodial activities for each building based on type of work and scope of effort;

(4) a maintenance training program that specifies training for custodial and maintenance staff and records training received by each person; and

(5) a renewal and replacement schedule that, for each school facility of permanent construction over 1,000 gross square feet, identifies the construction cost of major building systems, including electrical, mechanical, structural and other components; evaluates and establishes the life-expectancy of those systems; compares life-expectancy to the age and condition of the systems; and uses the data to forecast a renewal and replacement year and cost for each system.

(b) Repealed 12/15/2004.

(c) At the request of a chief school administrator, the department will assist a district in implementing a qualifying preventive maintenance program through consultation, on-site reviews, and training.

(d) Repealed 12/15/2004.

(e) On an annual basis, the department shall provide a preliminary notice to each district regarding its compliance with each element required in (a) of this section, based on evidence of a program that was previously provided to the department, or that was gathered by the department during an on-site visit conducted under (f) of this section. On or before June 1, the department will provide its preliminary notice. The department may change a determination of non-compliance at any time during the year based on new evidence. Districts that are not in full compliance must provide evidence of compliance to the department by August 1. On or before August 15, the department will notify districts of its final determination regarding compliance. The department will deny a grant application submitted under AS 14.11.011 by a district that has received a final determination from the department that the district is out of compliance with this section.

(f) The department shall conduct on-site inspections of school district preventive maintenance and facility management programs at least once every five years. The department may make additional inspections as it deems necessary. The department may change its determination of compliance based on information obtained during the on-site inspections.

(g) In this section

(1) "district" has the meaning given in AS 14.11.135;

(2) "maintenance activities" means all work performed by district staff or contractors on building systems, components, utilities, and site improvements.



**Department of Education & Early Development  
Division of Finance and Support Services Trip Report**

**Trip Information**

*Prepared by:* Wayne Marquis *TAPO/TRQS #:* 220009507 / 220000229

*Date of Trip:* 5/3-6/2022 *Date Report Finalized:* 5/30/2022

*School District/Site:* Nome Public Schools *Persons Involved in Trip:* Wayne Marquis

**Visit Information**

Name of Facility	Visited FY22	Visited FY17	Visited FY12	Grades Served	Student Enrollment FY22
1. Anvil City Science Academy	Y	Y		5-8	60
2. Extensions Correspondence	Y			KG-12	15
3. Nome Elementary School	Y	Y	Y	PK-6	376
4. Nome-Beltz Jr/Sr High School	Y	Y	Y	7-12	264
<b>TOTAL</b>					<b>715</b>

*Persons Contacted:* Jamie Burgess, Superintendent, jburgess@nomeschools.org; (907) 443-6191; Mark Casey, Maintenance Director, markcasey.nms@nomeschools.org, (907) 244-4121, (907) 429-8070; Jonathan Duarte, Maintenance Foreman, jonathan.duarte@nmsusa.com, (907) 443-6201; Genevieve Hollins, Contract Business Manager, Alaska Education Business and Services, Inc., genevieve.hollins@akebs.com, (907) 230-2169; Jim Shreve, Director of Technology, jimshreve@nomeschools.org, (907) 443-6203.

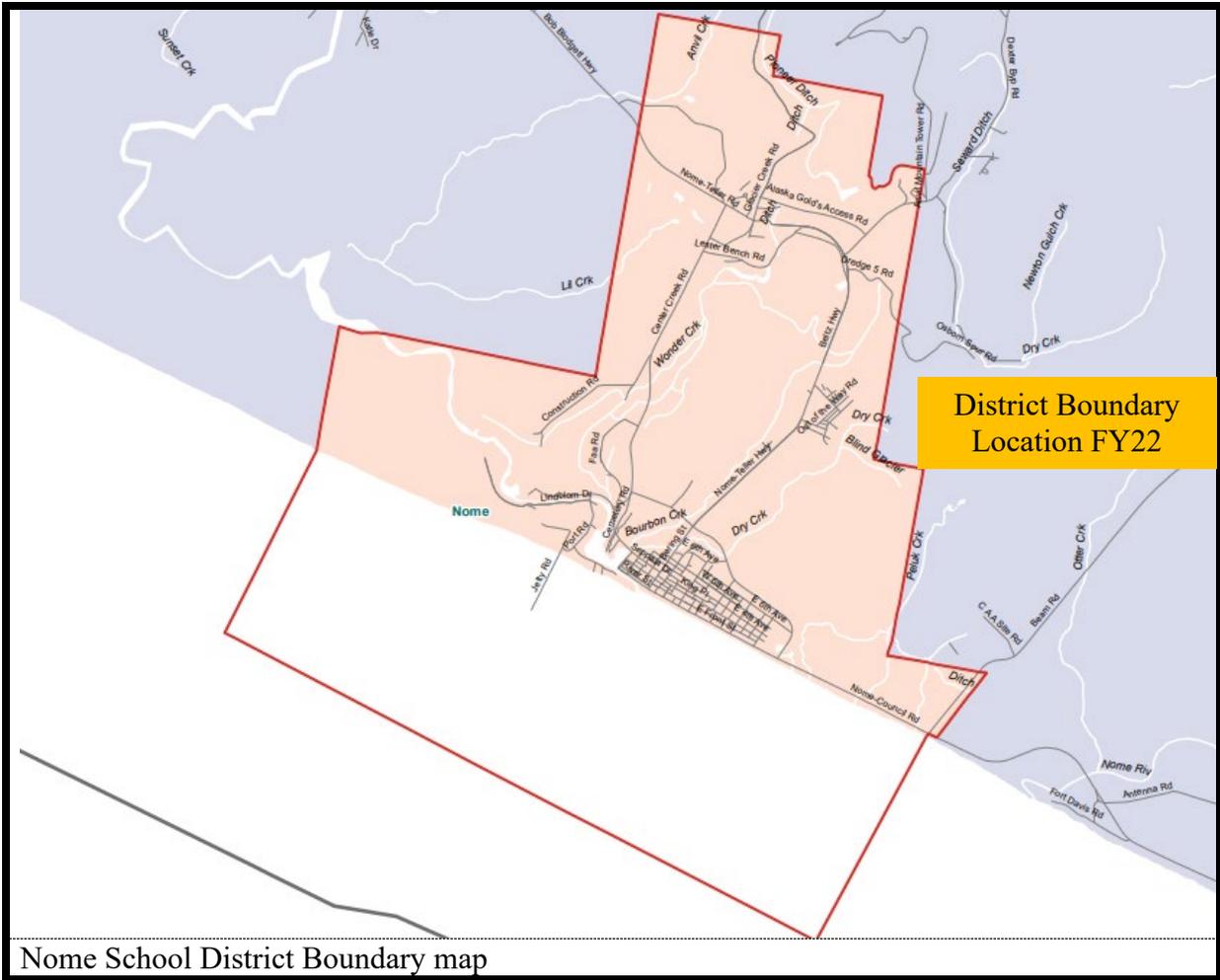
District Headquarters: PO Box 131  
Nome, AK 99762  
Phone: (907) 443-2231

Website: <https://www.nomeschools.org/>  
School Board President: Brandy Arrington  
(907) 443-5144 (Fax)

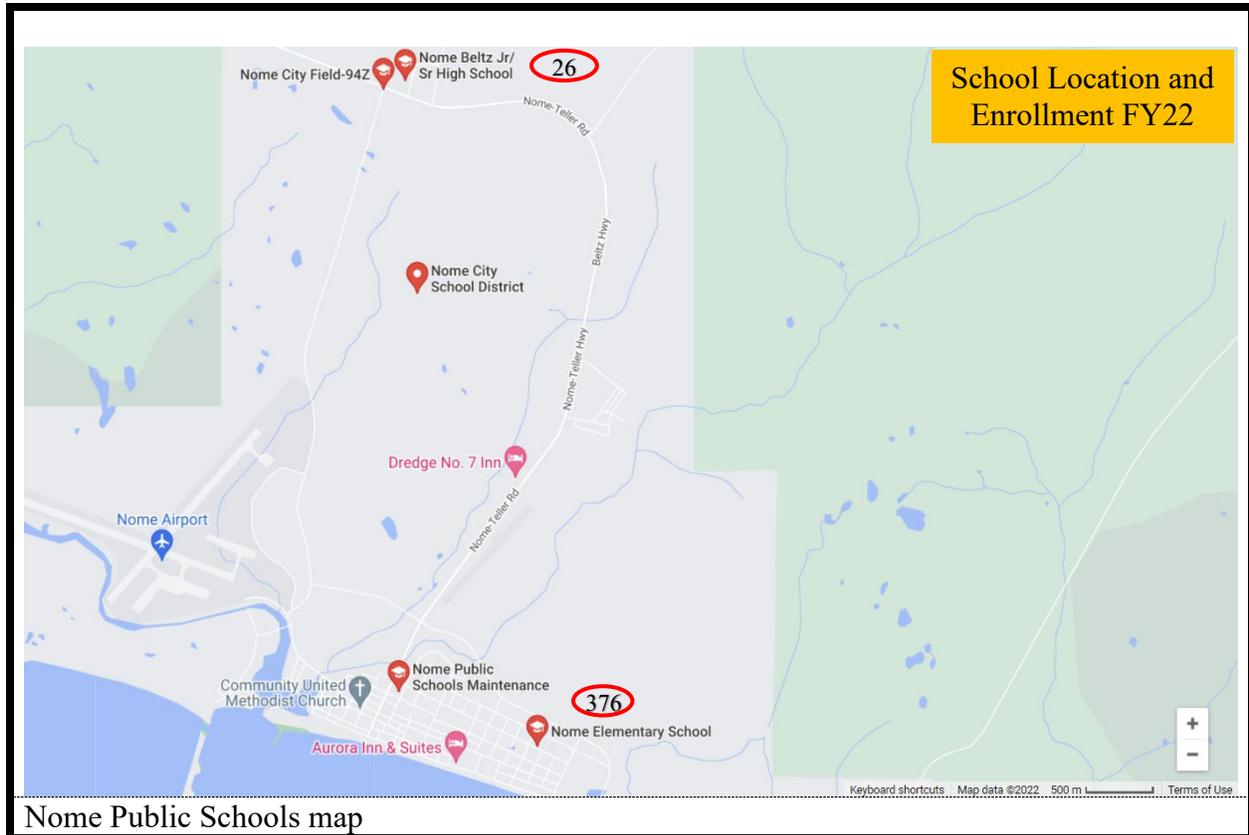
**Purpose of Visit:** Preventive Maintenance re-certification site visit of the School District's maintenance program as required by 4 AAC 31.013 (*Preventive Maintenance And Facility Management*), and technical assistance.

## Active Projects/Status

Project # / CIP Priority	Project	Amount	Year	Status
GR-19-018	Nome-Beltz Jr/Sr High School Partial Roof Replacement	\$1,556,442	2019	Active



## District / Community Information



### Nome

Malemiut, Kauweramiut, and Unalikmiut Inupiat have occupied the Seward Peninsula historically, with a well-developed culture adapted to the environment. Around 1870 to 1880, the caribou declined on the peninsula and the resident Inupiat changed their diets. Gold discoveries in the Nome area had been reported as far back as 1865 by Western Union surveyors seeking a route across Alaska and the Bering Sea. But it was a \$1500-to-the-pan gold strike on tiny Anvil Creek in 1898 by three Scandinavians, Jafet Lindeberg, Erik Lindblom, and John Brynteson, that brought thousands of miners to the "Eldorado." Almost overnight an isolated stretch of tundra fronting the beach was transformed into a tent-and-log cabin city of 20,000 prospectors, gamblers, claim jumpers, saloon keepers, and prostitutes. The gold-bearing creeks had been almost completely staked, when some entrepreneur discovered the "golden sands of Nome." With nothing more than shovels, buckets, rockers and wheelbarrows, thousands of idle miners descended upon the beaches. Two months later the golden sands had yielded one million dollars in gold (at \$16 an ounce). A narrow-gauge railroad and telephone line from Nome to Anvil Creek was built in 1900.

The City of Nome was formed in 1901. By 1902 the more easily reached claims were exhausted and large mining companies with better equipment took over the mining operations. Since the first strike on tiny Anvil Creek, Nome's gold fields have yielded \$136 million. The gradual depletion of gold, a major influenza epidemic in 1918, the Great Depression, and World War II each influenced Nome's population. A disastrous fire in 1934 destroyed most of the city.

The population of Nome is home to Inupiat and non-native residents. Today, Nome is a regional hub for communities across the Seward Peninsula and Norton Sound, providing medical and jet services for locals and residents of the surrounding communities. Subsistence activities are prevalent in the community. Former villagers from King Island also live in Nome. Nome is the finish line for the 1,100-mile Iditarod Trail Sled Dog Race from Anchorage, held each March.

Nome was built along the Bering Sea on the south coast of the Seward Peninsula, facing Norton Sound. It lies 539 air miles northwest of Anchorage, a 75-minute flight. It lies 102 miles south of the Arctic Circle and 161 miles east of Russia.

Nome falls within the transitional climate zone, characterized by tundra interspersed with boreal forests, and weather patterns of long, cold winters and shorter, warm summers.

*Courtesy of the State of Alaska, Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs.*

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### Certification Summary

District Certified?	YES
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The Nome School District meets the department's requirements as required in regulations 4 AAC 31.013 Preventive Maintenance (PM) and Facility Management:

- A Computerized Maintenance Management System (CMMS) is used. District officials are considering to possibly switch programs if proven beneficial.
- Energy consumption is accounted for. Business and maintenance personnel need to connect to establish how much energy is consumed each month. Particular attention needs to be made for fuel consumption.
- Custodial work is taking place. Finding and retaining qualified individuals to do a good job is daunting.
- Training is receiving attention and in place for both the Custodial and the Maintenance workforce, as required by regulation.

- Renewal and Replacement (R&R) schedules are available. District officials are highly motivated and paying very close attention to their facilities’ needs. Commendations are made for this level of dedication.
- A fixed asset inventory list was provided and meets regulatory requirements.
- The district has been given credit for the information produced during our site visit. Keep up the good work!

**Maintenance Management: YES**

Maintenance Management Certification Criteria	Met?
• Provide copies of work orders in varying state of completion.	YES
• Report: Total maintenance labor hours collected on work orders by type of work [e.g., scheduled, corrective, operations support, etc.] vs. labor hours available by month for the previous 12 months.	YES
• Report: Scheduled and completed work orders by month for previous 12 months.	YES
• Report: Number of incomplete work orders sorted by age [30 days, 60 days, 90 days, etc.] and status [deferred, awaiting materials, scheduled, etc.]	YES
• Report: Comparison of scheduled maintenance work order hours to unscheduled maintenance work order hours by month for the previous 12 months.	YES
• Report: Monthly trend data for unscheduled work orders showing both hours and numbers of work orders by month for the previous 12 months.	YES
• Report: Planned maintenance activity report by facility for next 3 months.	YES
• Report: Completed maintenance activity (work orders) including labor and material costs by facility for previous 3 months.	YES

Since our last site visit on April 26, 2017, the Nome School District has continued using the Dude Solutions program as a platform for its Computerized Maintenance Management System (CMMS). Prior to our 2017 site visit, the District was using both the Southeast Alaska Regional Resource Center (SERRC) Maximo CMMS and School Dude (now known as Dude Solutions).

The Dude Solutions CMMS is used by maintenance employees contracted via NANA Management Services (NMS). The contracted maintenance support has been in place since 2015. The NMS Facilities Director of Maintenance and Custodial is Mr. Mark Casey; he has occupied his new role since December 2021. Mr. Casey was very pleased by our exchange during our informative site visit. A key ingredient to being Director of Maintenance is the ability to communicate and exchange well with subordinates. As many of the District’s maintenance and

custodial positions are in direct competition with the local hospital, having the ability to find and retain capable workers within the community is an ever-constant battle.

As a newcomer to the world of school maintenance and operations, Mr. Casey and I shared insightful ideas on how to optimize performance while recognizing existing challenges. Mr. Casey has a talented assistant, Mr. Jonathan Duarte, who occupies the role of Maintenance Foreman. Mr. Duarte proved instrumental putting together PM reports needed for our site visit. The technician who normally operates the CMMS program was not available during our site visit.

Review of the reports show appreciable time accountability for labor hours over time; however, there appeared to be some discrepancies accounting for Preventive Maintenance (PM) labor hours during certain months, likely due to personnel transitions. In a positive light, there is a higher-than-average selection of Purpose Codes, giving a respectable rendition of the work diversity, which also helps reviewers determine where the maintenance workforce is spending the bulk of their time. As indicated previously, PM work recordings have fluctuated over the past twelve months. The program is normally used in a dynamic fashion, as it should, tracking Work Orders (WOs) over time and using the program as the intended managerial program it is meant to be.

The District is also benefiting from a skilled Director of Technology, Mr. Jim Shreve. Mr. Shreve and other District personnel use a software program named “Incident IQ.” The program is wide-ranging and includes a facilities CMMS segment (<https://www.incidentiq.com/school-facilities-management-software>). As a possible venue to standardize District operations, both Mr. Shreve and Superintendent Burgess were curious to determine whether the program could replace Dude Solutions. Some of their questions:

- Does the facilities program meet PM Program State reporting requirements?
- Does the facilities program meet CIP State requirements?
- How much work would this require for setup? Who would do the initial setup?
- Cost?
- Would it benefit the Maintenance team?
- Is the Maintenance team interested? Would Maintenance personnel use it?

During our walk-through of the High School, we (maintenance personnel, Superintendent, IT personnel, and myself) all connected and watched a partial video demonstration of the Incident IQ Facilities program. A first impression is that the capability and versatility of the program is truly remarkable, and it appears to be user-friendly. A word of caution was made about the use of a program that nobody else in our State is currently using, leaving little room for assistance in case key individuals like Mr. Shreve move on. Basically, the ease with which new or unfamiliar people can use the program is also a vital element to ensure its success. On the other hand, if adopted by the District, and if it works smoothly, this could become the next best tool for other School Districts’ CMMS program users who are looking for another product.

As in the rest of our State, the District was still recovering from a harsh Winter. One storm knocked off the power at the High School complex for three days in a row when maintenance staff ended up nursing the small backup generator to 24-hour on-off operation to prevent it from overheating / failure. The sewer line at the Elementary School froze in November, necessitating an impromptu

\$200,000 repair. Mr. Casey was thrown in his new position in December, leaving no time for him to get ready for the cold season. A second bid offer for the Nome-Beltz Jr/Sr High School Partial Roof Replacement came back nearly twice the \$1.5M funding that was appropriated three years ago. And there is fear that the price of oil for the upcoming year may double. But there is hope that, pending legislative approval, completed District projects on the CIP list will get reimbursed; this would allow for some relief at a time when budgetary planning has become extremely complex and stressful.

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**Energy Management: YES**

Energy Management Certification Criteria	Met?
<ul style="list-style-type: none"> <li>• Provide a written energy management plan.</li> </ul>	YES
<ul style="list-style-type: none"> <li>• Report: Consumption data for each building, each utility [e.g., fuel oil, electricity, natural gas, LPG, water]<sup>1</sup> by month for the previous 12 months.</li> </ul>	YES
<ul style="list-style-type: none"> <li>• Regular evaluation of need for commissioning of existing buildings.</li> </ul>	N/A

The district has in place an Energy Management Plan. The desired outcome / purpose is to...

“provide a comprehensive document that identifies energy and water conservation and efficiency as significant issues for the entire school district. This document is intended to detail realistic steps that NPS administrators, staff, teachers, and students will take to address specific energy issues and reach the established goals of the district. This plan should be reviewed and updated periodically as energy technologies and the district’s strategic energy plan changes.”

The following points describe the steps used by the plan to meet Energy Conservation Practices:

A. Heating and Air Conditioning

1. Classroom thermostats will be set at 68 degrees for heating during the occupied times. For unoccupied times, heating will be set at 60 degrees and cooling will not occur.
2. Operating schedules for the heating, ventilating, and air conditioning equipment will be optimized as follows:
  - a. For the heating season, the equipment will be started approximately two hours before classes start to allow the building to be at the occupied set point. The scheduled temperature ramp down time will be set the same as student release time.
3. HVAC coil cleaning will be scheduled annually to assure the highest operating efficiency possible.

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<sup>1</sup> For facilities constructed before 12/15/2004, a district may record energy consumption for utilities on a monthly basis when multiple buildings are served by one utility plant; [4 AAC 31.013]

4. Window blinds will be adjusted, when and where appropriate, to allow the sun to warm the building during the heating season or to block out the sun during the cooling season.
5. Windows will be kept closed if the air conditioning or heating systems are in operation.
6. Classroom doors will be kept closed.
7. Staff will not obstruct ventilation ducts or return grilles with books, charts, furniture, plants or any other objects or materials.
8. New equipment purchases will be energy efficient models that are Energy Star rated.
9. Employees and students are encouraged to wear appropriate clothing during the heating season.
10. The Building Facilities Department may adjust set points to provide the best overall performance of the HVAC system.
11. The District will maintain accurate records of energy usage and will provide information on the goals and progress of the energy management program.

## B. Lighting

1. Lighting schedules will be optimized to reduce usage.
2. Lights will be turned off when space is not in use or natural day lighting is adequate.
3. Classroom lights will be turned off when the last person exits the room.
4. Cleaning staff will turn lights on only for the period when a specific area is being cleaned.
5. Hallway lighting will be turned on 30 minutes before classes begin and will be turned off after classes have ended.
6. Classroom lighting levels that are over lit will be adjusted to minimum levels (using single/dominate switch if available).
7. Gym lighting levels will be adjusted to appropriate levels for classes, events and practices (classes being at lower levels and events at highest levels).
8. Buildings will be identified for energy saving lighting projects.

## C. Food Service

1. Run time of ovens, stoves, and fryers will be kept at the minimum levels.

2. Exhaust fans will run only when absolutely necessary.
3. Energy saving devices and/or practices will be identified.
4. Equipment will be energy efficient models and natural gas if possible.

#### D. Computers/Office Machines

1. Copiers, laminating machines, calculators, and other office machines will be turned off at the end of the day.
2. Computers, monitors, printers, and other peripheral equipment will be turned off at the end of the day or when not in use for long periods of time during the day.
3. District-wide software may be used to automatically shut down computers at the end of the day.
4. Computers will be energy efficient models.

#### E. Building Improvements

1. Building air leaks will be identified and sealed with caulking, energy efficient seals and/or insulation.
2. Building Facilities Department will be responsible for the development and implementation of long- range projects. Recent, current, and planned projects include:
  - Upgrade DDC at Nome Elementary School to more effectively & efficiently monitor & control the HVAC Systems.
  - Upgrade DDC at the Nome Beltz Jr/SR High School Campus to more effectively & efficiently monitor & control the HVAC Systems.
  - Identify & plan replacement of less efficient HVAC system hardware reaching the end of their service life.

#### F. Other

1. The domestic hot water temperature set point will be no higher than 115 degrees at point of use. Food service operations requiring higher temperature levels by code shall use booster units or dedicated water heaters when possible.
2. The use of personal appliances such as electric coffee makers, microwaves, refrigerators, toaster ovens, pizza makers, and/or other cooking or refrigeration appliances is discouraged and may result in a charge per unit as determined by administration. The use

of small fans, radios and desk lamps is allowed, but must be turned off when not in use. It is recommended that these items be Energy Star Rated and UL Approved.

3. It is recommended that energy efficient vending machines will be used.

#### G. Education

1. Staff and students will be provided on-going education on energy saving measures through the Energy Committee.
2. District will utilize appropriate curriculum materials designed to inform students regarding the wise use of energy.
3. Every staff person will be expected to contribute to energy efficiency.

District officials turned in their facilities' electrical monthly energy consumption reports, as required by regulation.

However, when it came to the monthly fuel energy consumption reports, fuel deliveries made throughout the year were initially turned in; unfortunately, these figures did not represent monthly fuel consumption for each facility. As it turned out, contracted District office administrative personnel keep close inventory on fuel deliveries while NANA maintenance personnel keep track of fuel level in individual tanks throughout the year. Once we identified all the fuel data being collected, the District's Maintenance Foreman, Mr. Duarte, connected the dots and made the simple calculations to help determine fuel consumption for each facility over the last 12 months. As we move onward, this practice needs to take place each month. Knowing how much energy every facility consumes each month is the best means to authenticate whether Energy Conservation Practices are panning out or not. The importance of fuel consumption management cannot be undervalued; the recent spike in fuel costs is cause for alarm where District officials now anticipate nearly having to double this budgetary expense for next year.

As a recommendation during the ongoing DDC upgrades, we discussed the possibility of installing BTU energy monitoring meters for each building of the Nome High School facility complex (e.g., District Office, Pool, Gymnasium, etc.). The District was grandfathered in only having to monitor its global monthly fuel consumption for the entire Nome-Beltz High School complex since these facilities were built prior to 2004. However, it could be worthwhile to establish how much fuel is used to heat the Pool section of the complex, for instance. That in turn can be used to determine how much money is spent, each year, to keep this facility heated, including the water in the pool. These types of initiatives place facilities managers / building owners in the driver's seat and capable of making informed decisions when it comes to building operations.

At the time of our site visit, District officials were actively engaged in a \$1.3 – 1.5M project upgrade of DDC controls for all facilities. Some of the existing controls use Honeywell but these are currently not performing adequately and are solely used for temperature monitoring purposes. The ongoing upgrade is now with Siemens. District officials are hopeful to see a significant

decrease in energy consumption to adequately address uncontrolled heat consumption once this project is complete.

District officials were previously approached by the Nome Joint Utility System’s wind farm to install electric boilers, free of charge, at the Nome-Beltz Jr/Sr High School campus. There was no action taken initially, but in recent times, the subject came up again. As seen in other school locations across our State (e.g., Sitka, Wrangell), this practice seems to be beneficial for both parties where excess electricity can be used effectively. Electric boiler systems do not require as much maintenance or care as that of oil-fired boilers and they end up saving the District money.

Another hot energy topic for the District now involves the Nome-Beltz Jr/Sr High School Partial Roof Replacement. In spite of all of the challenges experienced in getting suitable bids for the project, it is hoped that the future added insulation will also be a contributing factor that helps curb fuel consumption. The District has been working closely with the Department trying to find the best solution to get a viable project underway. The current situation with the construction / major maintenance industry (e.g., labor shortage, inability to present long-range / realistic bids, fluctuating cost market, etc.) is causing unprecedented disruptions throughout our State where nobody knows for sure what is coming next.

Following the Department of Education and Early Development (DEED) November 2020 Retro-Commissioning (RCx) energy regulation update, District personnel consulted with DEED Facilities personnel. Due to the advanced age of existing systems, none of the District’s facilities currently require the adaptive energy related data collection related to the RCx regulation.

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**Custodial Program: YES**

Custodial Program Certification Criteria	Met?
<ul style="list-style-type: none"><li>• Custodial plan that is building specific and describes both the frequency and level of custodial care for each facility.</li></ul>	YES

The District contracts the custodial care of its schools with NANA Management Services (NMS).

The District has a plan that meets above requirements.

District officials reported being very pleased with the work accomplished at the Elementary School where seasoned custodians have been doing their work for several years.

In the case of the High School campus, however, there are struggles to get things up to standard primarily due to the lack of custodial personnel. As seen throughout our State in recent months, the ability to find custodial personnel has become a daunting challenge. NMS has rigorous standards on drug testing, including the need to be marijuana-free; the latter prevents the ability to hire personnel who fall in the “occasional / week-end” user category. A discussion was made about going back to pre-NMS custodial staffed era, where the District was hiring its own custodial staffing and allowing some of its employees to work night shifts to contribute to cleaner facilities.

The prospective new custodial employees still would need to meet background checks, but they would not be prevented from working for the District under legalized marijuana State law.

Several students, educators, and maintenance personnel were seen cleaning the High School ahead of graduation. It was refreshing to witness such care take place in our learning environment. Congratulations are in order for this dynamic and responsive sense of ownership. There are no doubts that Superintendent Burgess offers her full support to both school principals and wants all their school facilities to be clean.

As seen in the photos below, the walk-through of all the schools we visited revealed decent to superior custodial care. With the advent of spring, the moving in and out of school facilities while transitioning over gravel / sand is a recipe for disaster, especially when it comes to floor cleanliness. But the overall condition depicted sustained efforts to keep things looking good over time.

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### **Maintenance Training: YES**

Maintenance Training Certification Criteria	Met?
<ul style="list-style-type: none"> <li>• Provide a schedule of planned training for both custodial and maintenance personnel for the current or upcoming school year.</li> </ul>	YES
<ul style="list-style-type: none"> <li>• Provide a record of training describing type and duration of training by individual for current school year.</li> </ul>	YES

District officials turned in a training roster for the NMS employees who perform both maintenance and custodial work. The reported bulk of training that took place over the past twelve months include:

- Safety Asbestos Awareness Guidelines
- Driver Check Ride
- Emergency Evacuation Procedures
- Near Miss Reporting
- Ergonomics Control Procedures
- Electrical Hazard Procedures
- Bloodborne Pathogens Procedures
- Power Tool Operation Procedures
- Hearing Conservation Procedures
- Workplace Violence Control Procedures
- NDC Safety Housekeeping and Accident Prevention
- Personal Protective Equipment
- Winter Driving Procedures
- Fire Prevention Control and Extinguishers
- Back Protection and Lifting Procedures
- Defensive Driving Procedures

- Hazard Communication Requirement
- Electrical Hazard Procedures
- Safety Slips, Trips, and Falls Control Procedures
- DOT Transportation Requirements for Shippers (49 CFR Parts 172-173)
- Ergonomics Controls Procedures

The format under which the District presented its Maintenance training is fine. As a possible recommendation, some Districts use their CMMS to log in their Maintenance training. This makes it easier to track down historical employee training.

The importance of training cannot be underestimated. District officials are encouraged to continue pursuing all avenues that may assist both maintenance and custodial employees in performing their duties safely and effectively. Other training examples may include recording the escorting of other facilities professionals such as boiler inspectors, fire alarm / suppression inspectors, HVAC mechanics, etc.

**Capital Planning:            YES**

Capital Planning (Renewal and Replacement) Certification Criteria	Met?
<ul style="list-style-type: none"> <li>• Provide a Renewal / Replacement (R&amp;R) Schedule (detailed to at least DEED’s 26 systems) for each permanent building over 1000sf.</li> </ul>	YES
<ul style="list-style-type: none"> <li>• Provide information that supports that the data in the R&amp;R schedules was developed based on system condition assessments.</li> </ul>	YES

Renewal and Replacement (R&R) schedules are in place for the district’s school facilities:

- The schedules give rendition for each of the district’s facilities with figures matching the estimated fiscal year in which work needs completion on identified system(s).
- A few R&R schedules have corresponding systems updates in the “Year Installed” column that correlate to the R&R in question, e.g., 1962 Nome Beltz Jr. Sr. High School Building A received upgrades on the following systems in 2003:
  - Roof
  - Plumbing Fixtures
  - Electrical Lighting
  - Special Electrical

The history of the district’s grant projects that have been documented in the department’s archives began in 1989 (e.g., 20L-89 Nome Federal AIMPAP Grant \$23,200).

The last time the district submitted Capital Improvement Project (CIP) grant applications to the department was during last year’s FY23 CIP cycle. The district presented its Six-Year Capital

Improvement Plan, submitting applications for priorities 1-3, and requesting a reuse of score for priority 5:

<b>District Priority</b>	<b>Project Location and Description</b>	<b>Estimated Cost</b>
1	Nome-Beltz Jr/Sr High School Boiler Replacement*	\$97,246
2	Anvil City Charter School Restroom Renovations*	\$395,199
3	Nome Elementary School Fire Alarm Replacement*	\$464,903
4	DDC Control Upgrades, Nome Elementary School and the Nome-Beltz Jr/Sr High School	\$2,276,102
5	Nome Beltz Jr/Sr High School Generator and Electrical Service Replacement	\$900,356
6	Secure Access and ADA improvements Nome-Beltz Jr/Sr High School and Nome Elementary School	\$475,000
7	Nome Elementary School Exterior upgrades, Structure and Parking	\$2,500,000
8	Nome-Beltz Jr/Sr High School Exterior Renovations	\$225,000
9	Nome-Beltz Jr/Sr High School Interior Renovations	\$350,000
10	Beltz Apartment Electrical Rewiring	\$500,000
11	Upgrade to Snow Removal/Control Program	\$350,000
12	Quonset Hut Siding Replacement	\$250,000
13	Maintenance Building Siding and Roof Replacement	\$225,000
14	Building D Exterior Upgrades	\$200,000
	<b>TOTAL COST</b>	<b>\$9,208,806</b>

\* Completed project / reimbursement status

The top priority project is seeking funding for the Nome-Beltz Jr/Sr High School Boiler Replacement:

This project replaces the failed backup boiler for 147,669 square feet of campus facilities. The scope of work includes installation of a boiler, expansion tank, and associated piping. This project is complete.

Priority project number two seeks to renovate the Anvil City Charter School Restrooms:

This project expands the restrooms serving the 31,468 square foot facility built in 1962. Renovation occurs within the existing space. The scope of work provides additional fixtures in a layout that complies with ADA standards. Hazardous material abatement is included. This project is complete.

Priority project number three seeks funding for the Nome Elementary School Fire Alarm Replacement:

This project replaces the non-addressable fire alarm for the 61,605 square foot facility built in 1987. The scope of work includes installation of an ADA-compliant addressable fire alarm and compatible components. This project is complete.

Priority project number four is about DDC Control Upgrades for the Nome Elementary School and the Nome-Beltz Jr/Sr High School:

This project replaces the heating and ventilation controls at 209,274 square feet of facilities built between 1962 and 1987. The scope of work includes installation of new controllers, sensors, and software. This project was underway at the time of our site visit and had expanded beyond both schools. Funds used at the time were derived from COVID Aid Assistance.

Priority project number five is for the Nome Beltz Jr/Sr High School Generator and Electrical Service Replacement:

This project replaces the aged and undersized back-up generator for the 152,669 square feet of campus facilities. The scope of work includes construction of a fire rated separation wall, installation of a 150kw generator, and necessary transformers.

This generator was used for three consecutive days last Winter due to a large storm. During that timeframe, Maintenance personnel had to stay within close proximity 24/7 to monitor overheating and turn the unit on and off occasionally. It was also discovered that the generator itself has little operating hours (relatively new) but that it is undersized for the task at hand (preferably would need to run more systems than it is capable of doing at present time). Furthermore, the transfer switch, which was thought of being defective in the past, was rehabilitated after minor repairs. One often needs to get more than one opinion when it comes to addressing simple equipment repairs that can be presented as requiring major capital funding to correct some simple issues. It is often too easy for a source bidder to recommend upgrading everything when local knowledge isn't sufficient to make well-informed decisions / recommendations. Having a third party investigate these needs can prove worthwhile.

The last grant project recorded in the department's CIP process was for the following project:

<b>Project #</b>	<b>Project</b>	<b>Amount</b>
GR-16-003	Nome District Wide Lighting Replacement	\$192,813

Securing capital funding for the City's facilities presents a formidable challenge. In light of the recent funding / budgeting challenges experienced by the State of Alaska in recent years, it is surprising to see limited support coming from the Nome community. For instance, last November, the District had to execute an emergency repair to its sewer line for the Elementary School. With a cost upward of \$200,000, it is more common practice to see municipal governments contribute and share the brunt of the costs for repairs as extensive as these. The School District is to be commended for stepping up to the plate and keeping the school operational to the benefit of students and the community whose members benefit from after-school extracurricular activities.

District officials are doing a great job to ensure the needs of their facilities receive the best care possible. The world of construction and major maintenance bidding has taken a new dimension in recent times. District officials are encouraged to maintain communication with the Department so that project funding goes as smoothly as possible during these trying times.

Maintaining our aging schools is a very dynamic process that requires finesse along with both short- and long-term planning. Staying abreast of urgent needs is of pivotal importance but can also help keep operational costs under control so that money can be invested more purposefully. The District is doing just that dealing with planned improvements and roof repairs, which include added insulation, as well as DDC control upgrades.

Given the competitive nature of applying for state assistance through the department’s Capital Improvement Project (CIP) process, School District officials are encouraged to continue fine-tuning their maintenance program so that applications can best meet their needs and score well during the annual CIP application process. Everyone (e.g., citizens, school board members, local assembly members, state legislature, etc.) needs to be kept well informed of these important matters so that the needs of Alaska’s students can continue to be met.

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**Fixed Asset Inventory System:        YES**

Fixed Asset Inventory System Certification Criteria	Met?
<ul style="list-style-type: none"> <li>• Report recording asset, date acquired, location and estimated period of service.</li> </ul>	YES

The district turned in a fixed asset equipment inventory spreadsheet for items holding a minimum threshold value beginning at \$5,000.00. Assets are tracked on a spreadsheet with the following information:

- Description
- Footnote Classification
- Purchase Date
- Beginning Cost (fiscal year)
- Additions
- Deletions
- Sale not including ending cost
- Ending cost (fiscal year)
- Description
- Function
- Life
- Beginning Accumulated Depreciation
- Current Depreciation
- Ending Accumulated Depreciation
- Net Value

The district's accumulated ending accumulated depreciation for FY22 is \$1,619,790.59 with a Net Book Value of \$711,706.43

The insuring entity for the Nome Public Schools is with the Alaska Municipal League Joint Insurance Association (AML / JIA). Participation includes coverage for the following:

- Earthquake \$50,000,000 Per Occurrence / Program Aggregate
- Flood \$125,000,000 Per Occurrence / Program Aggregate
- Property \$500,000,000 Per Occurrence / Replacement Cost on Scheduled

Total stated value: \$154,759,721.00

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## General Observations and Comments

Given all of the circumstances that preceded our site visit, District officials prepared well, and several individuals are to be commended for such noble achievements (e.g., Custodial and Maintenance personnel, students, teachers, etc.). It is evident that the pandemic has taken its toll on District employees as in the rest of our State.

The District is using its PM program in a relatively effective manner. With the recent loss of a PM technician, and the recent hiring of a Maintenance Director, plus other staffing challenges, it is difficult to run day-to-day operations in a smooth fashion. But the proper infrastructure is in place for personnel to conduct their business in a manner consistent with regulatory requirements.

Energy management is evidently a main focus area for District officials. Many of the facilities actions taken in recent years aim to mitigate energy consumption while enhancing the occupants' comfort. There's money to be saved, and District officials are paying attention and being smart about the actions they take. This is good managerial practice.

Custodial work is challenging simply because of the difficulties finding and retaining personnel. Many personnel are chipping in to take care of custodial care, to the benefit of all users. Well done.

Training is taking place and it is being recorded. District officials are encouraged to incite and record training acquired by Maintenance and possibly Custodial staff when working alongside other trade professionals. Knowledge is power, and training should continue to expand and be used as a tool to develop skilled maintenance / custodial individuals.

Capital planning is receiving excellent attention. District officials are doing excellent work doing what is best to maintain and operate their facilities effectively; this includes repairs and modernization of older systems. In these times when our State is experiencing severe financial challenges, and when the funding for new projects is infrequent, tough decisions often need to be made. It is imperative that we all continue to work together so that students can thrive in the best learning environment we can provide them with.

The Department was provided with a list that meets the requirements of the District’s fixed asset inventory system.

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**District**

Mission Statement:

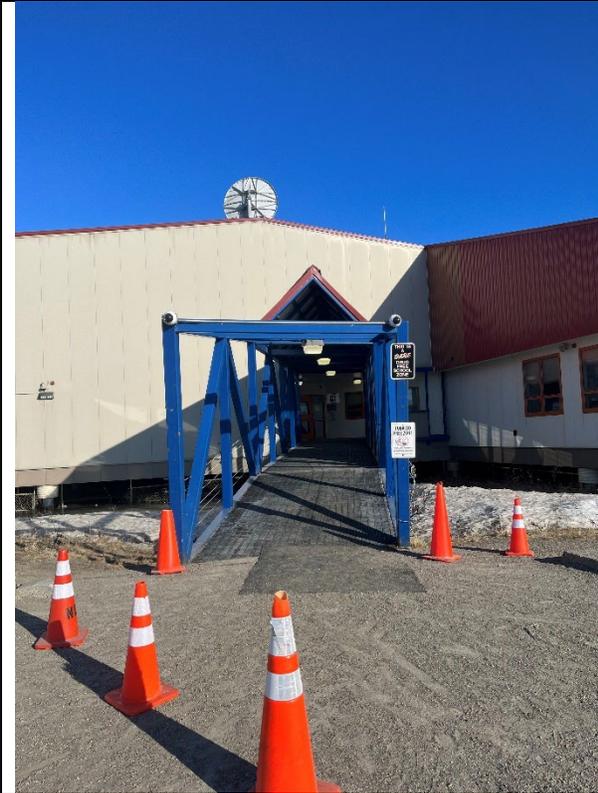
- We inspire and empower students to be culturally grounded responsible citizens who are deeply connected to our community and world.

Vision:

- Together, strong in identity, purpose, potential

**Nome Elementary School**





A few signs of corrosion. Should receive attention prior to necessitating major repairs.



Fuel lines on the left have been taken out of service. They should be removed.



Sulfuric deposits from boiler gas combustion is causing metal surface corrosion.



District is planning to repair playground fence and add surface aggregate to allow for better drainage.



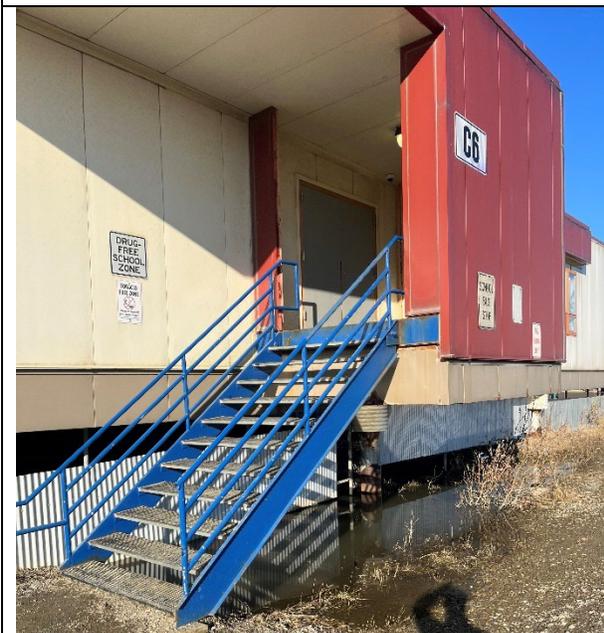
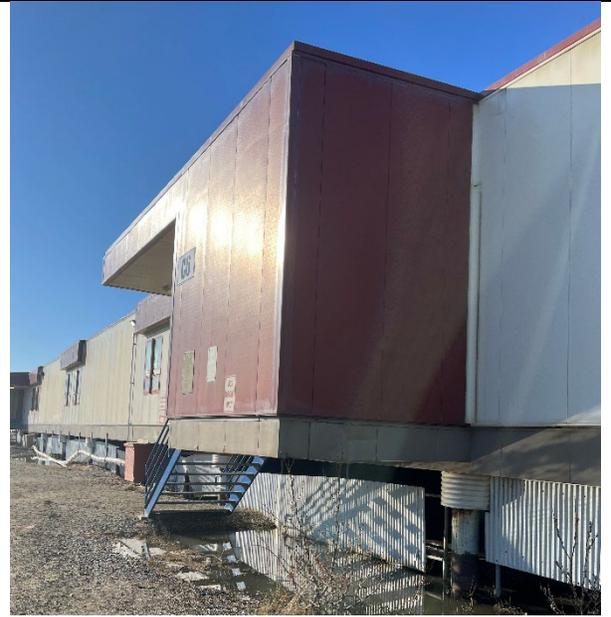
Playground equipment is highly used. This school is located in close proximity to the center of the Nome community.



Plastic insulation films on inside window surfaces to help keep the rooms warm. This portion of the building is located at the extreme opposite from the boiler room. Is the circulation system / heating fluid displacement working properly?



Emergency plumbing repairs necessitated quick access to subfloor areas last winter.



Sandy surface materials near entryways makes custodial work more challenging. Metal grates steps help.



Expeditious temporary plumbing repairs to enable using the school. Maintenance personnel plan to remove this summer.



Many exterior lights were seen turned on during daylight hours at both facilities. This needs to be addressed so that electrical energy can be saved.



The close proximity to the Bering Sea and salty air is promoting metal surface corrosion.





Entryway. Clean.





Conference room.



Music room.

Library.





Gymnasium.





Kitchen.



Leaky sink.



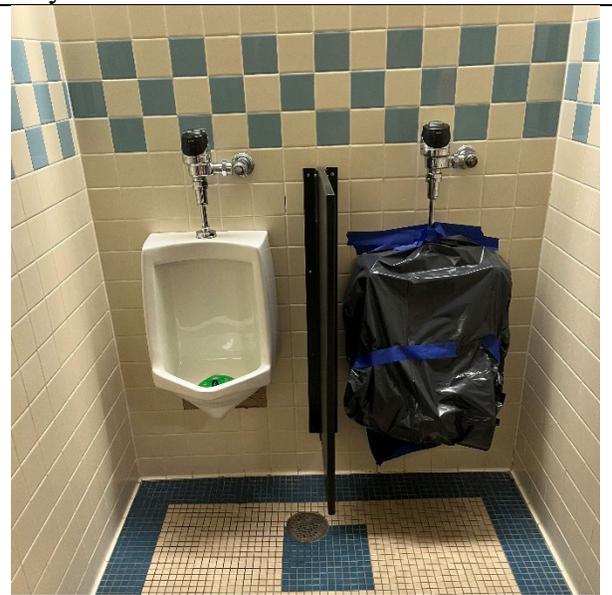


Girls rest room.





Boys rest room.





Custodial work desk.



Mechanical room. Biennial mechanical inspections are overdue since October 2021.

**FREE JURISDICTIONAL BOILER INSPECTIONS\***

If you have Boiler & Machinery coverage through the AMLJIA, your jurisdictional boiler inspections are FREE\* to you! This service is provided through our coverage partner, Hartford Steam Boiler (HSB).

Scheduling your boiler inspection is easy and can be done over the phone or via email:

Call the **Inspection Hotline, 800-333-4677**  
 E-mail [NSCINSP@hsb.com](mailto:NSCINSP@hsb.com)

When contacting HSB to schedule your inspection, please **identify yourself as an APIP account** and provide the location address, contact name, and telephone number to initiate an inspection.

To determine your eligibility, contact your broker or call your AMLJIA Risk Control Specialists at 800-337-3682. If you do not have Boiler & Machinery coverage, request a quote today. Many AMLJIA members find the coverage pays for itself with the free inspection benefit.

\*State or Alaska certification fees waived

Visit [www.amljia.org](http://www.amljia.org) or call us at 1-800-337-3688

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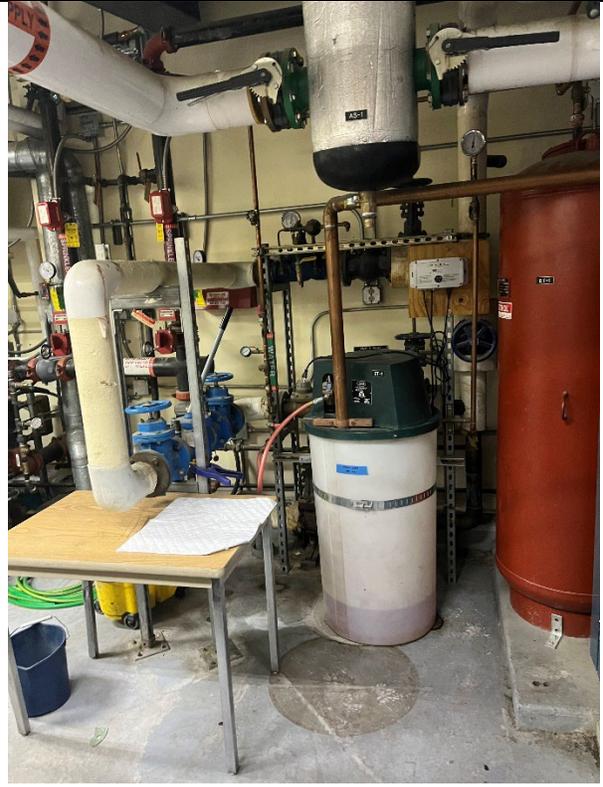
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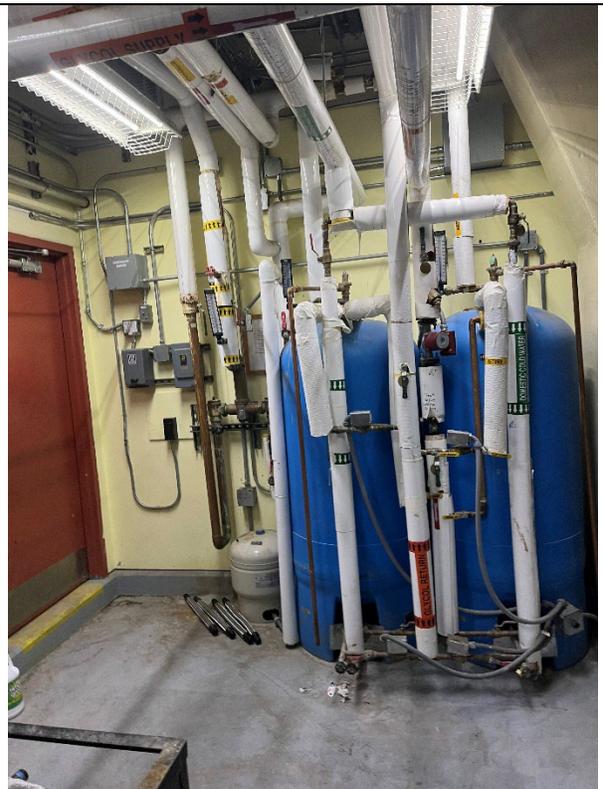
Whom to contact for District-wide State-regulated mechanical boiler inspections.



Heat distribution system.



Day tank.



Hot water makers.



Backup generator.



Air handlers (mezzanine area).



Controls by Honeywell.

## Nome-Beltz Jr/Sr High School

Campus also includes the Facilities Building, NACTEC House, District Office, and Teacher Apartments.



Great sign.



Fascia is showing needs for maintenance work.



Cafeteria / kitchen entrance.



Flashing is missing.





60-year-old doors are showing signs of wear / tear.



West façade.



Some of the fascia fasteners are pulling out. Wind pressure is presumably a factor.



Doors have recently been replaced.



Alternate pool entrance. Daylight could be seen thru these doors.



Cafeteria (left).



Damage from snow removal.





Northwestern Alaska Career and Technical Center (NACTEC) portion of the campus.





Images of roof area needing to be repaired / replaced.



Surface is thin; very little pitch to allow proper drainage. Seam welds do not appear to transition as smoothly as what is seen in newer products.



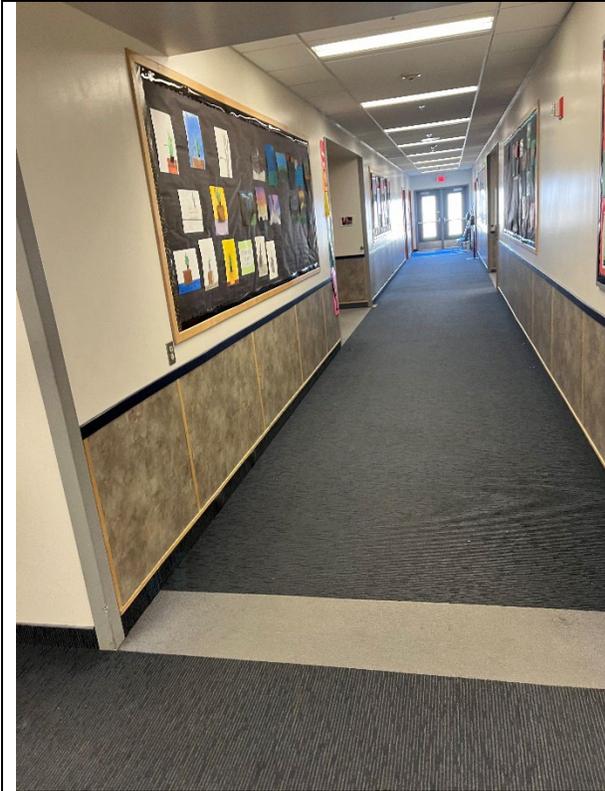
Water can pool up and remain stationary before it gets to drain scuppers.



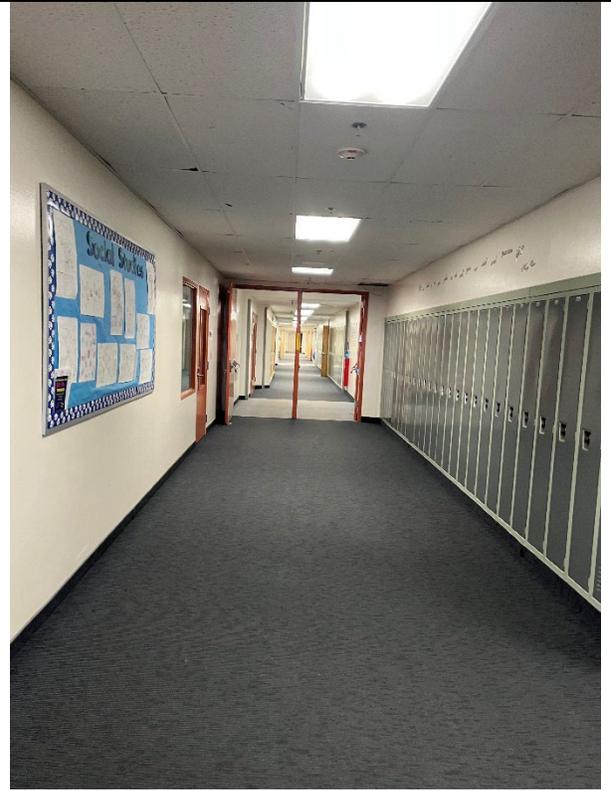
Nail head connections visible throughout surface.



Nail head connections visible throughout surface.



Hallway. In great condition.



Electric access panels are locked throughout the facility.



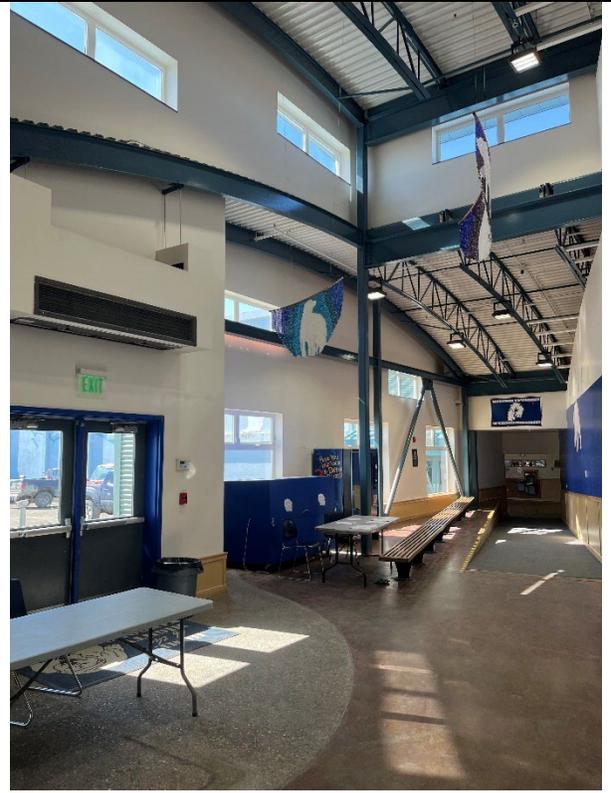
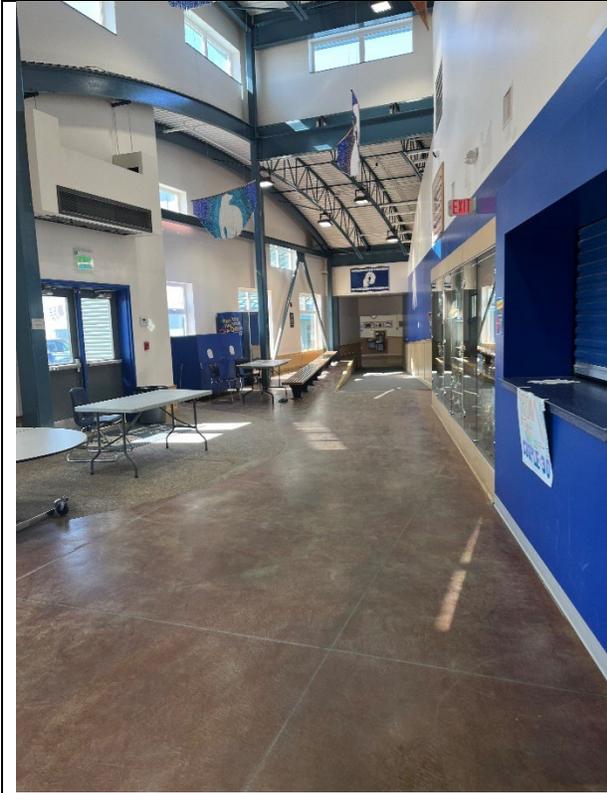
Commons.



Wonderful artistry.



Cultural heritage occupies an important role.



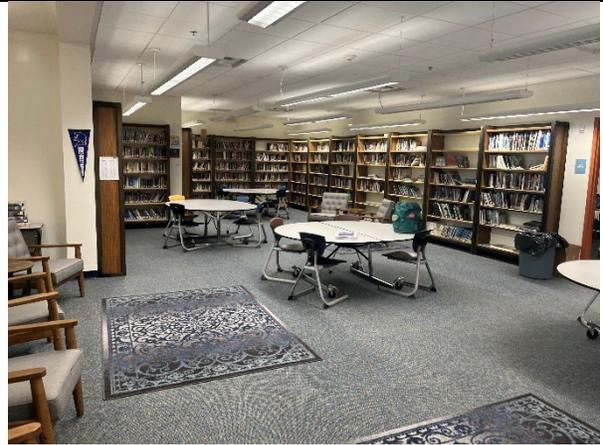
Science classroom.



Chairs atop desks at the end of the day to facilitate custodial care.



Cleaning is underway.



Library.



Faculty lounge / break room.



Gymnasium.



LED lighting upgrades seen throughout the facilities. No reported roof leaks in this section of the facilities complex.



Weight room.



Kitchen area.



Food storage area.



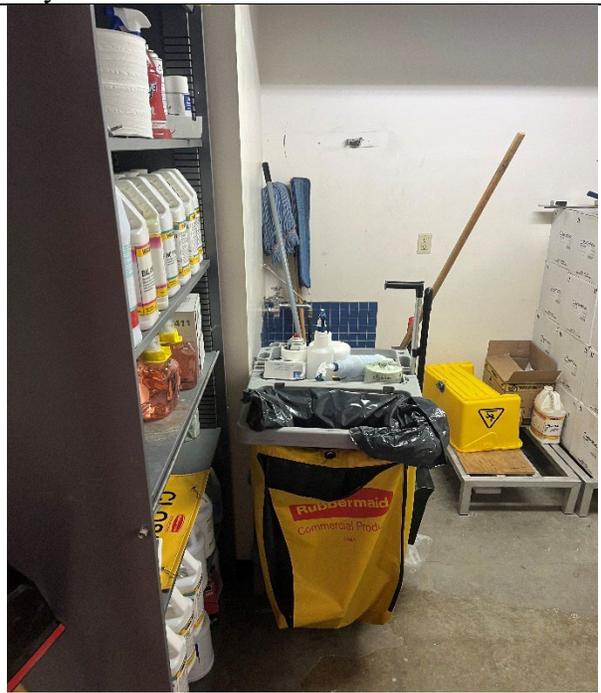
Cafeteria / dining room.



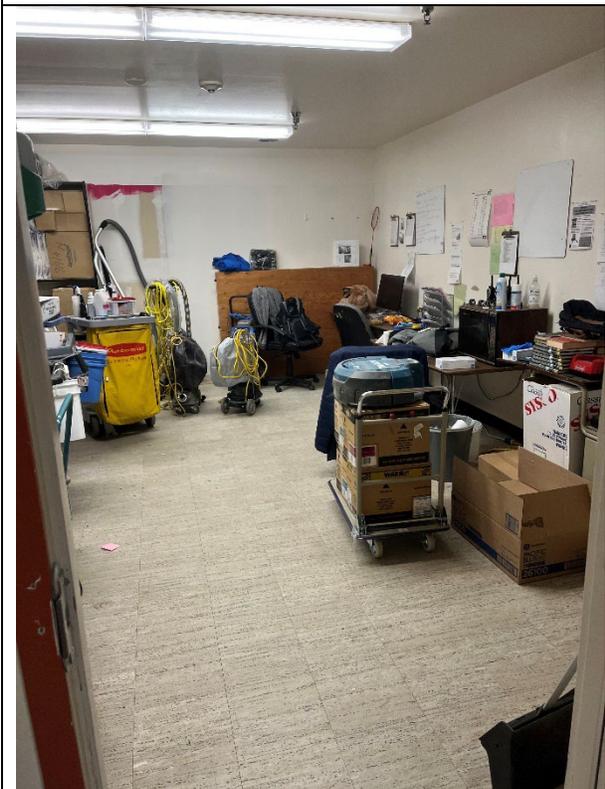
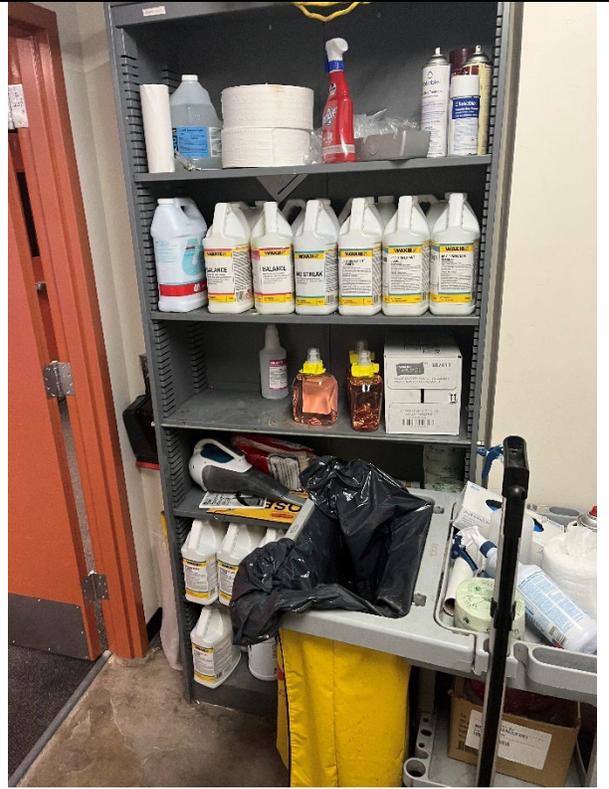
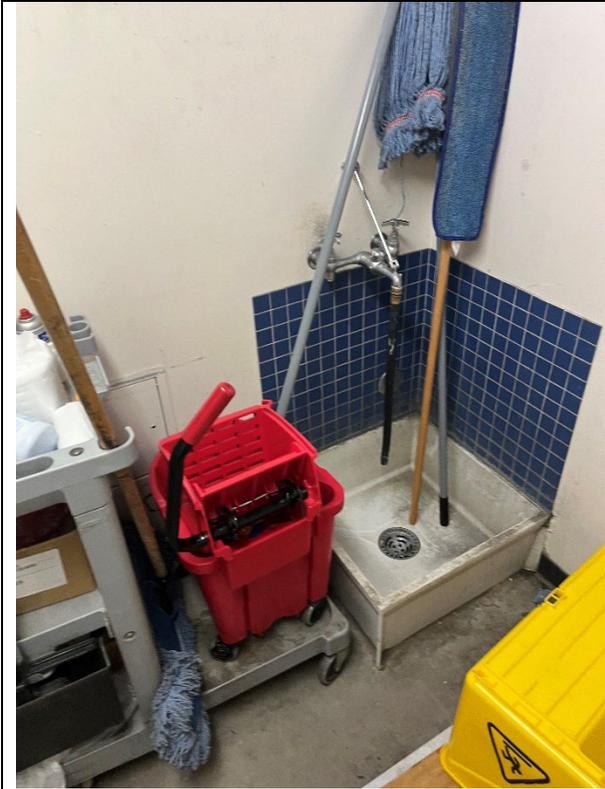
Girls rest room.



Boys rest room.



Custodial closet.

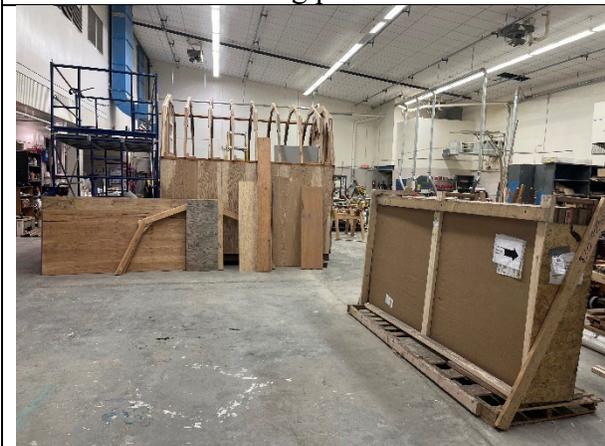




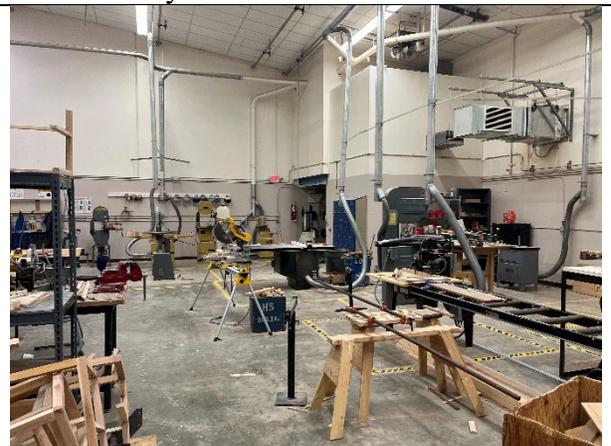
Voc-Ed wood working portion of the school.



Nice and tidy.



Carpentry projects underway.

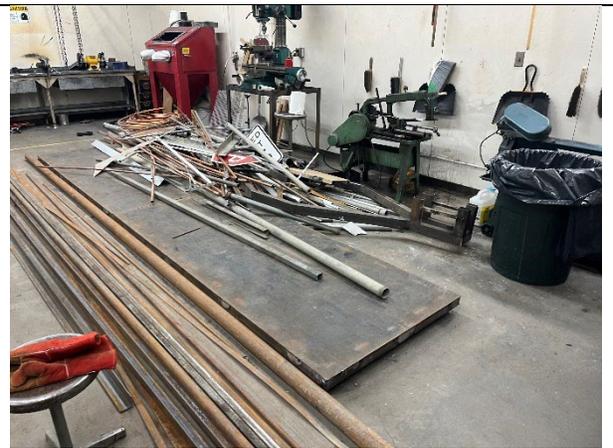
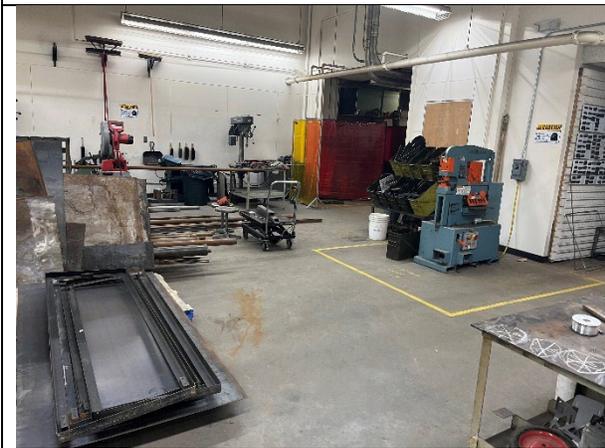


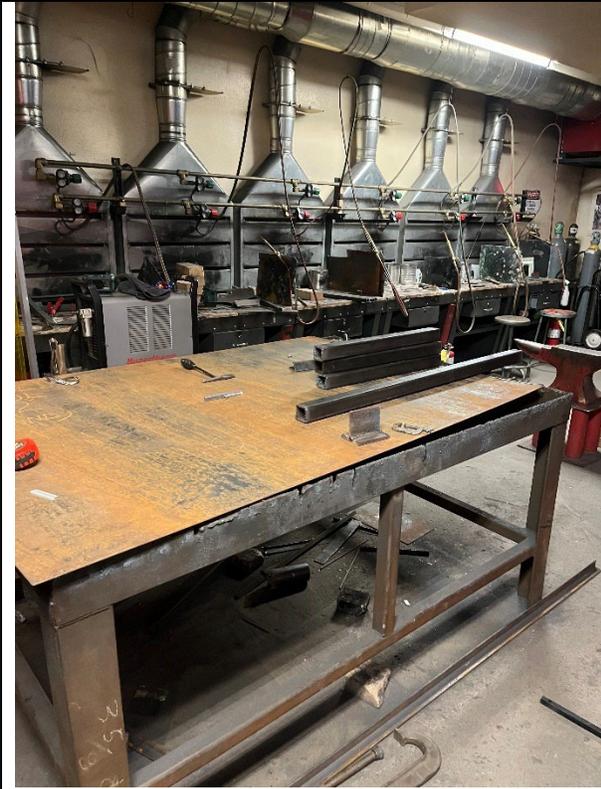
Automotive section.





Metal work section.





Classroom.





Breaker panel. No open spaces, circuits are identified.

**Anvil City Science Academy (Charter School) - Extension Correspondence**

Includes District Headquarters and State of Alaska Department of Transportation and Public Facilities (DOT&PF) rented office.



Charter School portion of the complex.



Passageway linking DOT&PF rented space (right) to District Office / Charter School (left).



Anvil City Science Academy portion of the complex.



Passageway linking Anvil City Science Academy (right) to Dormitory (left).



Dormitory (left) and Anvil City Science Academy (right).



Dormitory.

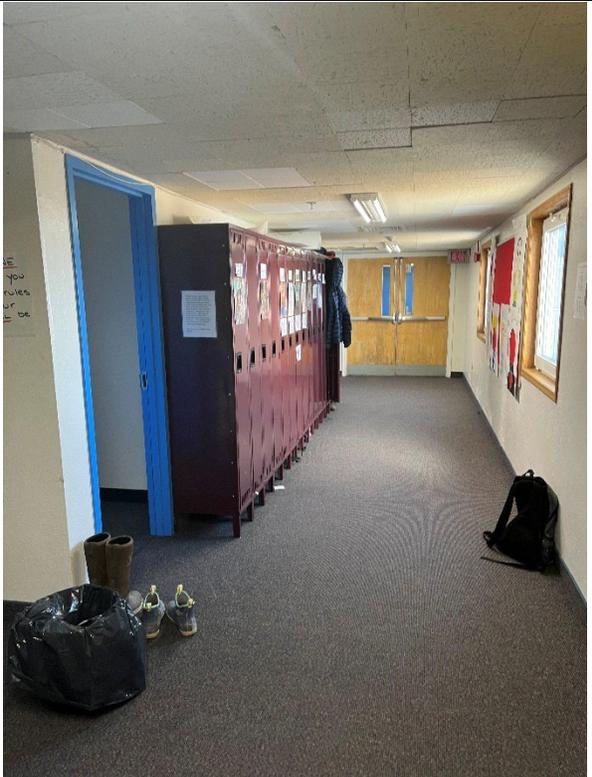




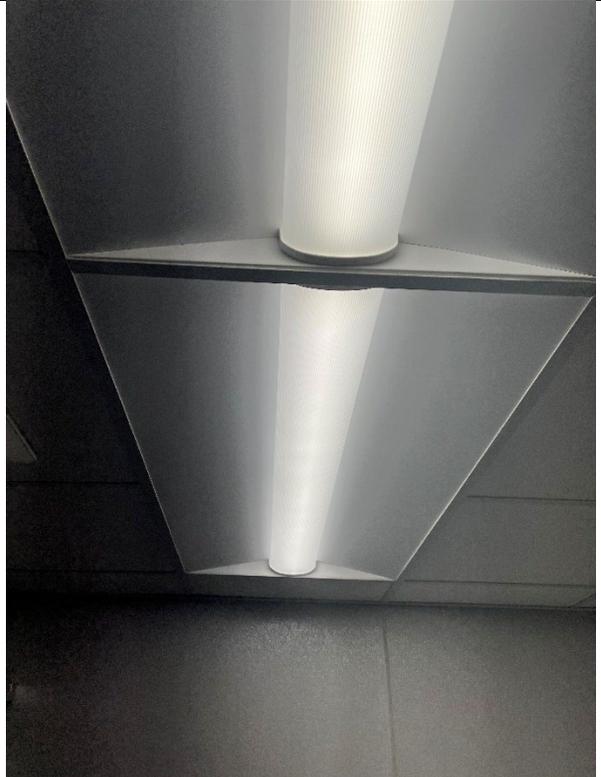
District Office main entrance (right) and DOT&PF office (left).



DOT&PF office.



Hallway in Educational Space. Clean.



Upgraded energy lighting. (LED)



Upgraded girls rest room. Baseboard are installed below sink and allow protection. This was a significant CIP upgrade.



Now allows to meet ADA requirements. Upgrade cost \$395,199; District officials hope to get reimbursed by the State.



Hand dryer.



Fire panel and related appurtenances upgrade.



Boys rest room.



Battery operated motion sensors.



Motion sensor light switch.



Pipe chase has a mix of cast iron and ABS pipes.



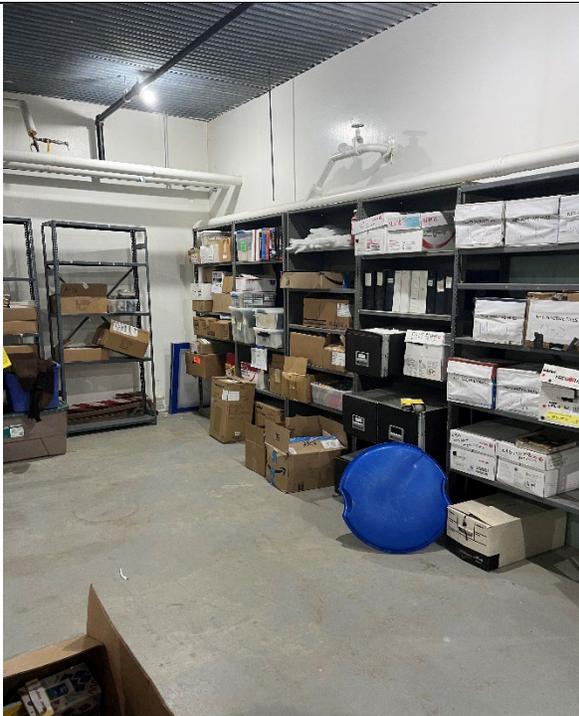
Drinking water fountain. Clean.



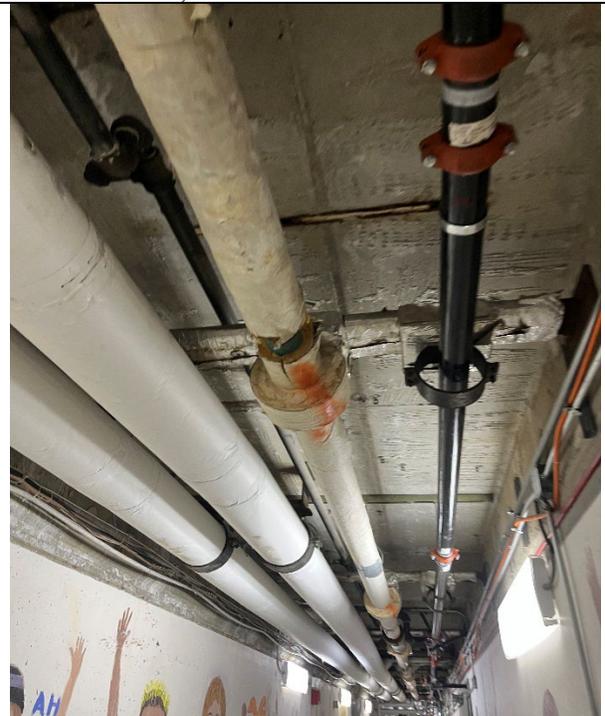
Underground utilidor linking to High School. Comes in handy during inclement weather.



Wall separation (gypsum board buckling likely due to faulty installation / attachment to concrete wall).



This area has received some attention since our last site visit where organization has improved.



Asbestos appears to have been removed. (Ceiling view.)



Hot water makers in close proximity to kitchen area. (Picture taken in underground tunnel area.)

This area intentionally left blank.

### Extensions Correspondence Program



Northwestern Alaska Career and Technical Center (NACTEC)





Program utilizes some of the infrastructure attached to the High School (e.g., Wood Shop, Metal Shop, etc.)



**Storage Quonset**



Used primarily to store dry goods. Portion of the unit is heated. Front view.

Storage remains a challenge for many of our Districts.



Back view.



Efforts are made to discard obsolete parts in order to promote orderliness and efficiency.



This area intentionally left blank.

## Teacher Housing



The Maintenance team maintains this facility.



Managing and operating the facility requires a lot of resources, time, and effort from many District personnel. The location is adjacent to the High School which is 3.5 miles from downtown Nome. A severe storm last Winter caused a power outage lasting more than 3 days in this area.

**Facilities Building**

Provides heat for the Nome-Beltz Jr/Sr High School and District Office Building.



Front view.



Rear view.



Municipal water storage tank on right.





(2) 10,000 gallon tanks.



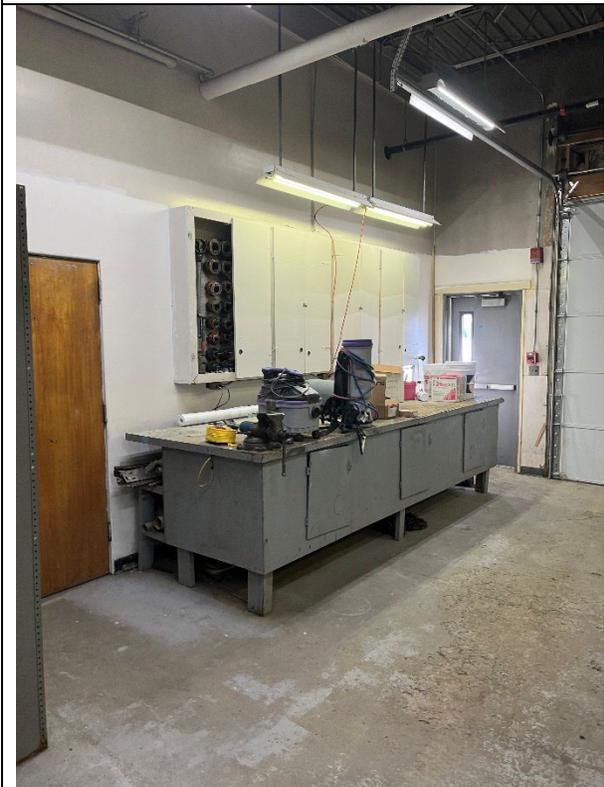
Small (undersized for complex size) generator with very little operating hours. It prevented the campus from freezing last Winter.



Transfer switch was recently fixed with simple repairs. Maintenance officials were originally told that complete replacement was needed.



Fuel day tank.



Work bench.



Custodial goods storage.



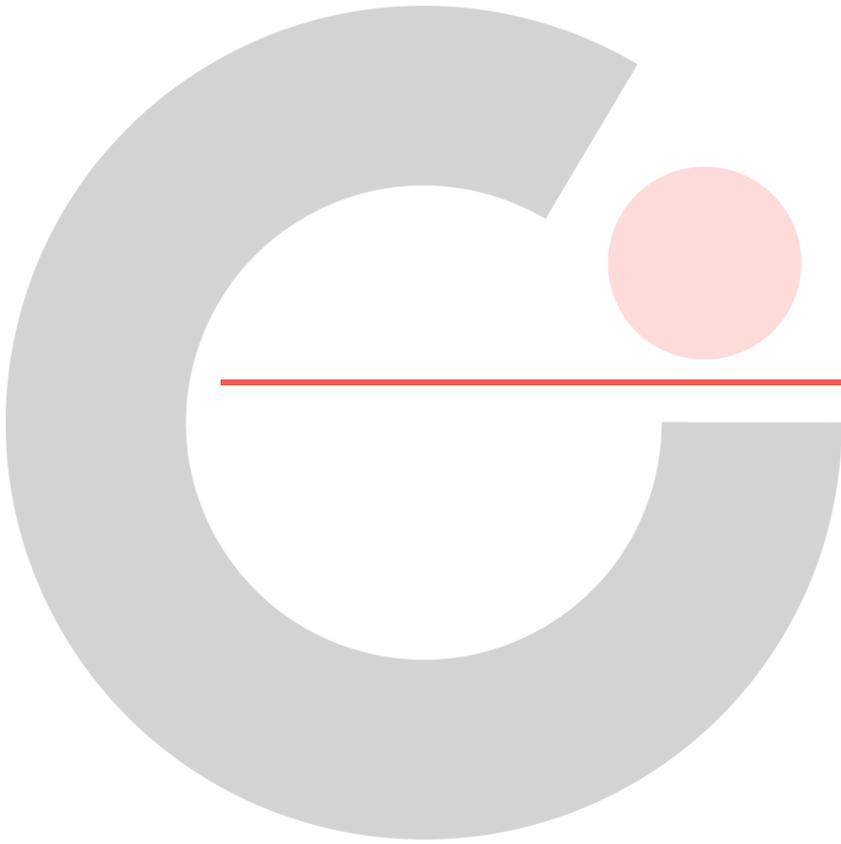
Domestic water purification / injection system.



Biennial mechanical boiler inspections are overdue.







# Nome Public Schools

Nome, Alaska

**April 18 - 21, 2022**

**System Accreditation Engagement Review**

228385

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# Cognia Continuous Improvement System

Cognia defines continuous improvement as "an embedded behavior rooted in an institution's culture that constantly focuses on conditions, processes, and practices to improve teaching and learning." The Cognia Continuous Improvement System (CIS) provides a systemic, fully integrated solution to help institutions map out and navigate a successful improvement journey. In the same manner that educators are expected to understand the unique needs of every learner and tailor the education experience to drive student success, every institution must be empowered to map out and embrace their unique improvement journey. Cognia expects institutions to use the results and the analysis of data from various interwoven components for the implementation of improvement actions to drive education quality and improved student outcomes. While each improvement journey is unique, the journey is driven by key actions.

The findings of the Engagement Review Team are organized by the ratings from the Cognia Performance Standards Diagnostic and the Levels of Impact within the i3 Rubric: Initiate, Improve, and Impact.

## Initiate

The first phase of the improvement journey is to **Initiate** actions to cause and achieve better results. The elements of the **Initiate** phase are defined within the Levels of Impact of Engagement and Implementation. Engagement is the level of involvement and frequency of stakeholders in the desired practices, processes, or programs within the institution. Implementation is the process of monitoring and adjusting the administration of the desired practices, processes, or programs for quality and fidelity. Standards identified within Initiate should become the focus of the institution's continuous improvement journey toward the collection, analysis, and use of data to measure the results of engagement and implementation. Enhancing the capacity of the institution in meeting these Standards has the greatest potential impact on improving student performance and organizational effectiveness.

## Improve

The second phase of the improvement journey is to gather and evaluate the results of actions to **Improve**. The elements of the **Improve** phase are defined within the Levels of Impact of Results and Sustainability. Results come from the collection, analysis, and use of data and evidence to demonstrate attaining the desired result(s). Sustainability is results achieved consistently to demonstrate growth and improvement over time (a minimum of three years). Standards identified within Improve are those in which the institution is using results to inform their continuous improvement processes and to demonstrate over time the achievement of goals. The institution should continue to analyze and use results to guide improvements in student achievement and organizational effectiveness.

## Impact

The third phase of achieving improvement is **Impact**, where desired practices are deeply entrenched. The elements of the **Impact** phase are defined within the Level of Impact of Embeddedness. Embeddedness is the degree to which the desired practices, processes, or programs are deeply ingrained in the culture and operation of the institution. Standards identified within Impact are those in which the institution has demonstrated ongoing growth and improvement over time and has embedded the practices within its culture. Institutions should continue to support and sustain these practices that yield results in improving student achievement and organizational effectiveness.

# Cognia Performance Accreditation and the Engagement Review

Accreditation is pivotal in leveraging education quality and continuous improvement. Using a set of rigorous research-based standards, the Cognia Accreditation Process examines the whole institution—the program, the cultural context, and the community of stakeholders—to determine how well the parts work together to meet the needs of learners. Through the accreditation process, highly skilled and trained Engagement Review Teams gather first-hand evidence and information pertinent to evaluating an institution's performance against the research-based Cognia Performance Standards. Review teams use these Standards to assess the quality of learning environments to gain valuable insights and target improvements in teaching and learning. Cognia provides Standards that are tailored for all education providers so that the benefits of accreditation are universal across the education community.

Through a comprehensive review of evidence and information, our experts gain a broad understanding of institution quality. Using the Standards, the review team provides valuable feedback to institutions, which helps to focus and guide each institution's improvement journey. Valuable evidence and information from other stakeholders, including students, also are obtained through interviews, surveys, and additional activities.

## Cognia Standards Diagnostic Results

The Cognia Performance Standards Diagnostic is used by the Engagement Review Team to evaluate the institution's effectiveness based on the Cognia Performance Standards. The diagnostic consists of three components built around each of three Domains: **Leadership Capacity**, **Learning Capacity**, and **Resource Capacity**. Results are reported within four ranges identified by color. The results for the three Domains are presented in the tables that follow.

Color	Rating	Description
Red	Insufficient	Identifies areas with insufficient evidence or evidence that indicated little or no activity leading toward improvement
Yellow	Initiating	Represents areas to enhance and extend current improvement efforts
Green	Improving	Pinpoints quality practices that are improving and meet the Standards
Blue	Impacting	Demonstrates noteworthy practices producing clear results that positively impact the institution

Under each Standard statement is a row indicating the scores related to the elements of Cognia's i3 Rubric. The rubric is scored from one (1) to four (4). A score of four on any element indicates high performance, while a score of one or two indicates an element in need of improvement. The following table provides the key to the abbreviations of the elements of the i3 Rubric.

Element	Abbreviation
Engagement	EN
Implementation	IM
Results	RE
Sustainability	SU
Embeddedness	EM

## Leadership Capacity Domain

The capacity of leadership to ensure an institution's progress toward its stated objectives is an essential element of organizational effectiveness. An institution's leadership capacity includes the fidelity and commitment to its purpose and direction, the effectiveness of governance and leadership to enable the institution to realize its stated objectives, the ability to engage and involve stakeholders in meaningful and productive ways, and the capacity to implement strategies that improve learner and educator performance.

Leadership Capacity Standards											Rating
1.1	The system commits to a purpose statement that defines beliefs about teaching and learning, including the expectations for learners.										Improving
	EN:	4	IM:	3	RE:	2	SU:	2	EM:	4	
1.2	Stakeholders collectively demonstrate actions to ensure the achievement of the system's purpose and desired outcomes for learning.										Improving
	EN:	3	IM:	3	RE:	3	SU:	2	EM:	3	
1.3	The system engages in a continuous improvement process that produces evidence, including measurable results of improving student learning and professional practice.										Initiating
	EN:	2	IM:	2	RE:	2	SU:	1	EM:	2	
1.4	The governing authority establishes and ensures adherence to policies that are designed to support system effectiveness.										Impacting
	EN:	4	IM:	4	RE:	3	SU:	3	EM:	4	
1.5	The governing authority adheres to a code of ethics and functions within defined roles and responsibilities.										Impacting
	EN:	4	IM:	4	RE:	3	SU:	3	EM:	4	
1.6	Leaders implement staff supervision and evaluation processes to improve professional practice and organizational effectiveness.										Improving
	EN:	4	IM:	4	RE:	2	SU:	1	EM:	4	
1.7	Leaders implement operational processes and procedures to ensure organizational effectiveness in support of teaching and learning.										Improving
	EN:	4	IM:	4	RE:	2	SU:	2	EM:	3	
1.8	Leaders engage stakeholders to support the achievement of the system's purpose and direction.										Improving
	EN:	3	IM:	2	RE:	2	SU:	2	EM:	2	
1.9	The system provides experiences that cultivate and improve leadership effectiveness.										Initiating
	EN:	2	IM:	2	RE:	2	SU:	1	EM:	2	
1.10	Leaders collect and analyze a range of feedback data from multiple stakeholder groups to inform decision-making that results in improvement.										Improving
	EN:	3	IM:	2	RE:	2	SU:	2	EM:	2	
1.11	Leaders implement a quality assurance process for their institutions to ensure system effectiveness and consistency.										Initiating

Leadership Capacity Standards											Rating
	EN:	2	IM:	2	RE:	2	SU:	2	EM:	1	

## Learning Capacity Domain

The impact of teaching and learning on student achievement and success is the primary expectation of every institution. An effective learning culture is characterized by positive and productive teacher/learner relationships, high expectations and standards, a challenging and engaging curriculum, quality instruction and comprehensive support that enable all learners to be successful, and assessment practices (formative and summative) that monitor and measure learner progress and achievement. Moreover, a quality institution evaluates the impact of its learning culture, including all programs and support services, and adjusts accordingly.

Learning Capacity Standards											Rating
2.1	Learners have equitable opportunities to develop skills and achieve the content and learning priorities established by the system.										Initiating
	EN:	3	IM:	2	RE:	2	SU:	1	EM:	2	
2.2	The learning culture promotes creativity, innovation, and collaborative problem-solving.										Improving
	EN:	3	IM:	3	RE:	3	SU:	1	EM:	3	
2.3	The learning culture develops learners' attitudes, beliefs, and skills needed for success.										Improving
	EN:	3	IM:	3	RE:	2	SU:	2	EM:	3	
2.4	The system has a formal structure to ensure learners develop positive relationships with and have adults/peers that support their educational experiences.										Initiating
	EN:	2	IM:	2	RE:	2	SU:	1	EM:	2	
2.5	Educators implement a curriculum that is based on high expectations and prepares learners for their next levels.										Improving
	EN:	4	IM:	2	RE:	2	SU:	1	EM:	2	
2.6	The system implements a process to ensure the curriculum is clearly aligned to standards and best practices.										Improving
	EN:	3	IM:	2	RE:	2	SU:	1	EM:	4	
2.7	Instruction is monitored and adjusted to meet individual learners' needs and the system's learning expectations.										Initiating
	EN:	2	IM:	2	RE:	2	SU:	1	EM:	2	
2.8	The system provides programs and services for learners' educational futures and career planning.										Initiating
	EN:	2	IM:	2	RE:	2	SU:	1	EM:	2	
2.9	The system implements processes to identify and address the specialized needs of learners.										Impacting
	EN:	4	IM:	3	RE:	3	SU:	3	EM:	3	

Learning Capacity Standards											Rating
2.10	Learning progress is reliably assessed and consistently and clearly communicated.										Initiating
	EN:	3	IM:	2	RE:	2	SU:	1	EM:	2	
2.11	Educators gather, analyze, and use formative and summative data that lead to the demonstrable improvement of student learning.										Improving
	EN:	4	IM:	3	RE:	2	SU:	1	EM:	2	
2.12	The system implements a process to continuously assess its programs and organizational conditions to improve student learning.										Initiating
	EN:	2	IM:	2	RE:	2	SU:	2	EM:	2	

## Resource Capacity Domain

The use and distribution of resources support the stated mission of the institution. Institutions ensure that resources are distributed and utilized equitably, so the needs of all learners are adequately and effectively addressed. The utilization of resources includes support for professional learning for all staff. The institution examines the allocation and use of resources to ensure appropriate levels of funding, sustainability, organizational effectiveness, and increased student learning.

Resource Capacity Standards											Rating
3.1	The system plans and delivers professional learning to improve the learning environment, learner achievement, and the system's effectiveness.										Improving
	EN:	4	IM:	2	RE:	3	SU:	2	EM:	4	
3.2	The system's professional learning structure and expectations promote collaboration and collegiality to improve learner performance and organizational effectiveness.										Improving
	EN:	3	IM:	2	RE:	2	SU:	2	EM:	4	
3.3	The system provides induction, mentoring, and coaching programs that ensure all staff members have the knowledge and skills to improve student performance and organizational effectiveness.										Improving
	EN:	4	IM:	3	RE:	2	SU:	2	EM:	3	
3.4	The system attracts and retains qualified personnel who support the system's purpose and direction.										Initiating
	EN:	3	IM:	2	RE:	2	SU:	1	EM:	2	
3.5	The system integrates digital resources into teaching, learning, and operations to improve professional practice, student performance, and organizational effectiveness.										Improving
	EN:	4	IM:	2	RE:	2	SU:	1	EM:	3	
3.6	The system provides access to information resources and materials to support the curriculum, programs, and needs of students, staff, and the system.										Improving
	EN:	3	IM:	2	RE:	2	SU:	1	EM:	3	

Resource Capacity Standards											Rating
3.7	The system demonstrates strategic resource management that includes long-range planning and use of resources in support of the system's purpose and direction.										Impacting
	EN:	4	IM:	4	RE:	3	SU:	3	EM:	4	
3.8	The system allocates human, material, and fiscal resources in alignment with the system's identified needs and priorities to improve student performance and organizational effectiveness.										Improving
	EN:	4	IM:	4	RE:	2	SU:	2	EM:	2	

## Assurances

Assurances are statements that accredited institutions must confirm they are meeting. The Assurance statements are based on the type of institution, and the responses are confirmed by the Accreditation Engagement Review Team. Institutions are expected to meet all Assurances and are expected to correct any deficiencies in unmet Assurances.

Assurances Met		
YES	NO	If No, List Unmet Assurances by Number Below
X		

## Accreditation Status and Index of Education Quality®

Cognia will review the results of the Accreditation Engagement Review to make a final determination concerning accreditation status, including the appropriate next steps for your institution in response to these findings. Cognia provides the Index of Education Quality (IEQ) as a holistic measure of overall performance based on a comprehensive set of standards and review criteria. This formative tool for improvement identifies areas of success and areas in need of focus. The IEQ comprises the Standards Diagnostic ratings from the three Domains: Leadership Capacity, Learning Capacity, and Resource Capacity. The IEQ results are reported on a scale of 100 to 400 and provide information about how the institution is performing compared to expected criteria. Institutions should review the IEQ in relation to the findings from the review in the areas of Initiate, Improve, and Impact. An IEQ score below 250 indicates that the institution has several areas within the Initiate level and should focus their improvement efforts on those Standards within that level. An IEQ in the range of 225–300 indicates that the institution has several Standards within the Improve level and is using results to inform continuous improvement and demonstrate sustainability. An IEQ of 275 and above indicates the institution is beginning to reach the Impact level and is engaged in practices that are sustained over time and are becoming ingrained in the culture of the institution.

Below is the average (range) of all Cognia Improvement Network (CIN) institutions evaluated for accreditation in the last five years. The range of the annual CIN IEQ average is presented to enable you to benchmark your results with other institutions in the network.

<b>Institution IEQ</b>	<b>286.29</b>	<b>CIN 5 Year IEQ Range</b>	<b>278.34 – 283.33</b>
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## Insights from the Review

The Engagement Review Team engaged in professional discussions and deliberations about the processes, programs, and practices within the institution to arrive at the findings of the team. These findings are organized around themes guided by the evidence, with examples of programs and practices, and suggestions for the institution's continuous improvement efforts. The Insights from the Review narrative should provide contextualized information from the team's deliberations and analysis of the practices, processes, and programs of the institution organized by the levels of Initiate, Improve, and Impact. The narrative also provides the next steps to guide the institution's improvement journey in its efforts to improve the quality of educational opportunities for all learners. The findings are aligned to research-based criteria designed to improve student learning and organizational effectiveness. The feedback provided in the Accreditation Engagement Review Report will assist the institution in reflecting on its current improvement efforts and to adapt and adjust their plans to continuously strive for improvement.

The Cognia Engagement Review Team (team) identified themes as a result of proceedings, reviewing evidence and survey results, conducting stakeholder interviews, and team deliberations to support the continuous improvement processes of Nome Public Schools. These themes reflect some of the system's outstanding strengths, including its committed, focused, informed, and dedicated board and district leadership, which actively seek the voices of all constituents. A second theme notes the district's holding of the whole child and community firmly at the center of decisions and actions taken. A third theme recognizes that the system has inclusively created strategic priorities, attained many of them, has time remaining to continue to align plans and benchmarks, and address all stated goals. Themes also include acknowledgement of promising initiatives and exemplary practices taking place in schools that may be shared and brought to scale as the district continues to develop systemic improvement processes. The team offers the themes in this narrative to provide input and suggest guidance as the district of Nome Public Schools plans next steps on its improvement journey.

**Nome Public Schools' board and its district leaders have committed to the system's stated mission through planning and actions and have reached out to stakeholders to inform decisions.**

The mission of Nome Public Schools can easily be found on its website and literature. It states, "We inspire and empower students to be culturally grounded, responsible citizens who are deeply connected to our community and world." Review of the district's strategic plan, equity framework, minutes and agendas from board and committee meetings, and survey results, along with interviews with all five members of the board, district leaders, parents, and district office staff aligned to portray the system's governing body and district leadership as dedicated, committed, and working together to enact the mission and strive toward the system's stated vision of "Together – strong in identity, purpose, potential."

The superintendent's presentation to the team described a community with a rich and complex history and the district's clear focus to serve, represent, honor, and respect the histories, languages, families, knowledge, and understandings of generations of indigenous and Alaskan natives of the region. The system's strategic plan was created using a facilitated iterative process that included representation from all constituencies. Review of the plan, accompanying documents, and interviews with board members and leaders described the strategic planning process as including an analysis of the system's strengths, limitations, opportunities, and possible threats to success. Among the strengths identified were the support of the community, extra-curricular options offered, and the dedication of the staff. Obstacles included staff turnover rates, student achievement, social-emotional learning, funding, racism, and perceptions. The members of the planning group identified aspirations for the system that included preparing learners for life after graduation, integrating indigenous identity into curriculum, making family

connections, retaining more staff, and exciting learners. The planners valued integration of Inupiaq values and an equity framework was adopted.

The board-approved strategic plan identified five priority goals, each with accompanying measurable objectives. The goals reflected the aspirations identified by the group. Goal areas addressed students' preparation for post-secondary pathways of their choice; reflection and incorporation of local and indigenous identity in programs, courses, instruction; establishment of positive connections between students, families, community, and culture; recruitment, support, and retention of effective administrators and staff; and provision of a variety of engaging, individualized learning experiences.

Despite significant disruptions caused by the COVID-19 pandemic, the system has made progress toward objectives identified in the strategic plan. Building leaders and board members referred to requests for principals to report actions specific to identified objectives in board minutes. The superintendent and board members spoke of work in progress to establish benchmarks for the district's equity framework. Designated members of the board are also members of the district's Equity Committee.

The school board and the district's leadership have demonstrated commitment to the goals of the strategic plan and to the work of a public-serving school system. All board members have participated in the Association of Alaska School Board's (AASB) New Boardmanship Training and in semi-annual retreats in Nome facilitated by AASB representatives. In addition, members stay in touch via weekly email updates from AASB and take advantage of weekly virtual trainings offered. Representatives from the board attend legislative fly-ins to advocate for the district. Two members of the board and the superintendent conduct systematic policy reviews by section and in response to AASB revision recommendations and updates. The board conducts evaluations of the superintendent every three months according to members interviewed; the board also engages in evaluation of its own effectiveness during retreats.

To ensure that the board represents its constituents well, the system conducts multiple surveys to gather input, encourages communication, and remains transparent in its processes and planning. The board and the system have earned the trust and support of the community. Recently, a significant increase in funding was awarded by the city council, providing evidence of the strong relationships built between the system and the community.

Continued outreach to gather opinions and points of view to inform deliberations may be enhanced by providing adults, who do not have ready access to internet, multiple means through which to share thoughts. To ensure that all stakeholders' voices are valued, review of parents' survey respondents' geographics and demographics may assist in interpretation of results.

**The system and its governing board have held the whole child as the focus for actions and initiatives.** Throughout the intense crises and challenges of the COVID-19 pandemic years, the district provided support for the social-emotional well-being of students and staff and worked to add depth, identity, history, and culture to the experience of learners. Beginning with the statement, "There are no cows in Nome," one board member described some of the challenges the district is facing as the system works to create new curriculum, revise and adapt existing texts, and enrich and amend the lessons students learn across all subject areas in the schools. Implementations include bringing elders in classrooms, establishing Inupiaq language immersion options for early primary students, and offering native arts and dual enrollment options for high school students to earn college credits in tribal governance, native arts, and advanced language. Staff have participated in workshops and ongoing trainings in the history, arts, culture, and values of the families who send their children to the schools. Signage in buildings, art displayed, and events held in the schools and in the community have raised levels of knowledge and understanding. Progress toward the system's strategic goal #2, "programs,

courses, and instruction reflect and incorporate local and indigenous identity,” has been noted in initiatives in place. Perceptions of progress toward increased cultural awareness and incorporation are reflected in surveys administered annually by the district. Students from the district responding positively to prompts asking for ratings of cultural connectedness averaged 54%. Students participating from districts across the entire state of Alaska average 49% to the same prompts. Leaders, board members, and others explained that there remains much more to be done to truly reflect the culture in the schools and establish the schools as serving the community and the unique place it occupies. The system has articulated its goals and has made initial steps toward attainment of its expectations.

The district’s Strategic Goal #5 is to “provide a variety of learning experiences that engage students and meet their individual needs.” The addition of language immersion for primary learners is one example of how the district has addressed this goal. The district also includes the Anvil City Science Academy Charter School, which is a problem-based learning school that focuses on an annual theme that is part of a four-year rotation. The school is an option for middle years, grades 5-8, and utilizes no textbooks except for mathematics. Students wishing to attend this middle school submit names to a lottery.

For all students, the district offers various means to access tutoring. Students and staff can also take part in summer and winter break opportunities, including intensive credit recovery as well as extension options. Students identified as eligible for special education services are provided accommodations and compliance at all levels is ensured through documentation. Learners that may benefit from extra help in reading can be referred to Read 180 at the junior/high school. Courses can also be accessed online through Apex. Teachers have been provided training in Marzano’s Science and Art of Teaching and in Kagen Cooperative Learning Structures. Teachers and students interviewed reported benefiting from the use of multiple strategies. Review of sample lesson plans and interviews provided examples of complex, higher-order, collaborative projects requiring rigorous work to complete. Students proudly described making biomes; writing and sending letters to the school board; forming complex essays requiring moral reasoning in response to the novel, *Frankenstein*; studying how to deal with electronic waste; and modeling soil erosion, among others.

The district’s Strategic Goal #3 is that students and families will be positively connected to their school, their community, and their culture. Rural Alaska, during a COVID-19 pandemic, provided multiple difficulties for offering opportunities to increase parent engagement at each school. Interviews with building leaders, parents, and staff identified multiple obstacles to connecting during the height of shut-downs. Fortunately, Nome Schools were mostly open during the academic year, and some building leaders were able to incorporate relationship building and restorative discipline strategies. One focus for relationship-building addressed Goal #3 and Goal #4, which is to recruit, support, and retain effective administrators, teachers, and staff. Student behavior issues had been problematic and frustrating across the district. The elementary school was able to hire a behavior specialist, and the middle school incorporated social-emotional learning (SEL) activities. Teachers’ survey results, compared and analyzed for trends, show increases in positive responses regarding perceptions of teachers’ relationships (connections) with families, school leadership, and safety.

Students’ positive response average to survey prompts asking to rate how easy it was for them to use SEL skills such as self-awareness, self-management, and decision-making was 73%, which is slightly higher than the mean score for all Alaskan students participating. Students’ scores averaged 64% positive, which was the mean for all Alaskan districts, for prompts characterizing the climate at their schools as being fair.

The schools provide students with access to counseling, with high school students meeting with a counselor at least once per year. Students described their school experiences to be “eventful, accepting, and reformative,” and expressed that they were pleased with their school lives. Parents interviewed also

reflected pride and gratitude for the schools. Some parents also expressed concerns regarding bullying and students' behaviors. Students surveyed responded positively at a rate of 34% to prompts asking about peer-to-peer relationships and peer-to-teacher interactions. This result was below the state mean of 41%. When asked about perceptions of closeness to adults in their schools, the average score in the district was 60% positive.

Interviews and review of evidence indicate that elementary students are assigned a homeroom teacher. Junior high school students spend an additional 15 minutes in their first period class weekly, which has potential to be utilized as structured advisory. High school students work with the College and Careers Counselor from the beginning of their senior year to plan for life after graduation. All students, parents, teachers, and leaders interviewed were proud and excited by the number of extra-curricular options offered to students. Students have a myriad of choices for participation including e-sports, robotics, cultural offerings, leadership opportunities, and multiple athletic options. Those students who are able and inclined to join may build strong relationships while engaging in activities they enjoy.

The district and buildings' foci to strengthen relationships, implement elements of restorative discipline and social-emotional learning, provide varieties of learning experiences, and make progress toward representation and incorporation of local and indigenous identity have made notable differences. Evidence of progress was presented in survey results, interviews, and board minutes, as well as in training and meeting agendas. Although data and interviews suggest the system has future work, ensuring that staff and students feel safe, seen, heard, and known is essential to attain the next steps. Optimizing opportunities for all learners to build relationships and gain social-emotional skills could include consideration of common, structured advisories for all middle and high school students, with articulated curriculum.

**The board and district leaders have prepared to address all the strategic goals, including ensuring students are prepared for the post-secondary pathway of their choice.** During the height of the COVID-19 pandemic, the State of Alaska suspended state testing, and attendance at Nome schools became complicated due to multiple factors. Changes in leadership, state testing and standards, and other variables were cited as causes for Nome's schools to set aside systematic school improvement planning, with the exception of the elementary school's federally required Title I status improvement plan reporting.

The district's Strategic Goal #1 is, "Students are prepared for the post-secondary pathway of their choice." Objective 1.1 states that "All students have an opportunity to explore a variety of post-secondary options (college, career, military, subsistence, etc.)." The objective adds specifics that include all grade levels, focused preparation opportunities, and goal setting by students. Objective 1.2 states, "Students develop and measure progress against learning goals." Interviews and documents provided indicated that "subsistence" referred to a traditional lifestyle, living on and off the land. According to interviews, a structured curriculum will be required including focused preparation opportunities that may be in progress but were not presented. A career exploration curriculum spanning learners' K-12 experiences was also not presented. Interviews and documents provided information about career fairs, Get Real Fairs, and scholarship packets as part of each student's senior year. A personal essay is required in freshman year. Counselors reported steering learners to college, accelerated and dual credit, or career and technical education courses during years prior to grade 12. Evidence of common experiences for all learners regarding career interest inventories, shadowing, personal finance management, or life skills for living independently were not presented. One staff member expressed to the team, "About money, nutrition, health, careers... we could do better."

The Strategic Plan's Goal #1, Objective 1.3 addresses high levels of achievement on a variety of assessments. Under this objective, the plan highlights increased student engagement and early effective

intervention. Review of the district's state testing results over time and data available briefly to the team were not cited as indicators of growth opportunities. Student engagement data were monitored using several converging indicators. These criteria, including attendance, observations of students in classrooms, perception surveys, increased scores on a large-scale, and criterion-referenced and curriculum-embedded assessments were not presented as analyzed for growth. Disaggregation of student performance data to determine correlating factors that could provide valuable insights as sites determined achievable annual goals and strategic interventions were not discussed. The system did not present curriculum scope and sequence documents across all subject areas. Common, course-embedded assessments were not presented. District leaders reported plans to focus on articulating scope and sequences for subject areas.

The district provides systematic release time for professional development; however, common protocols were not evident for collaborative review of student work or expectations for individualization of instruction occurring at all sites during these times.

As the system moves forward, returning to focus on student achievement and preparation for pathways of choice as an accountable strategic priority could serve to systematize processes, document standards-aligned curriculum scope and sequences across all subject areas, and establish measurable expectations to raise levels of students' success.

**The system has committed to capitalizing on strengths, ensuring quality and bringing to scale effective and promising practices that serve learners and their families well through data-informed, continuous, improvement processes.** The district's strategic plan and its equity framework provide guiding documents for system-wide improvement. To attain the goals of these plans, board members and district leaders expressed the need for all stakeholders to work together toward common targets. Interviews with schools' staff and leaders included inconsistencies in understandings of roles, responsibilities, and their relationship to the district's goals. Interviews and evidence did provide examples of building leaders sharing comments in board meetings regarding assigned aspects of some of the strategic objectives. Data were not reported to the board by site leaders systematically regarding progress toward goals.

Interviews with the school leadership team at the junior/senior high school and with the principal at Anvil City Science Academy revealed that they did not submit formal plans nor have baseline data from which to form goals. These leaders had not had training in goal setting, but felt they were close to their teachers and found that the best way to determine improvement was by talking with them. The junior/senior high school team was aware of a need to improve teacher morale and to find ways to address suspensions. The assistant principal introduced restorative discipline practices and has worked to grow relationships. Survey results have shown growth in teacher perceptions of family connections, school leadership, and safety. No written improvement documents were presented from the junior/senior high school or from the charter school. The improvement plan presented by the elementary school addressed the goals required of schools receiving Title I funding.

Systematic planning, monitoring, and reporting progress toward each of the district's goals by sites, by district departments, or leadership were not in evidence. Interviews with district office staff, school leadership, and the review of submitted documents indicated that the elementary school was in compliance with Title I's federally required improvement plan. The Title I plans did not articulate alignment with the district's strategic goals or equity framework. The schools utilize criterion-referenced assessments (Measurement of Academic Progress [MAP]) for reading and mathematics and the state tests as benchmarks. The elementary school has identified measurable academic goals for student gains in reading and mathematics and has been successful in meeting established goals over time. The high school had informal goals for reduction of suspensions and discipline referrals, and data

demonstrated reductions. No student achievement goals were articulated for the junior/senior high school or for the charter school.

Analysis of large-scale assessments, staff evaluations, or survey data at the district level to inform planning for professional development, and additional support or choices for systemic initiatives and interventions were not presented. District office staff reported evaluating their own effectiveness based on anecdotal feedback, some surveys, successful compliance, balanced audits, and numbers of participants or users logged.

Interviews with district leaders and members of the board established intent to collect, analyze, and utilize results of common student performance metrics to inform district level decisions as the system goes forward. Members of the board and leaders expressed hope to disaggregate results of state and nationally normed assessments, as well as locally created common, curriculum-embedded formative and summative measures to help inform progress toward all the district's strategic goals and equity framework. Once determined, these benchmarks can be used systemically to check for equity across learner sub-groups, monitor effectiveness of programs, and identify best practices to support and bring effective implementations to scale.

Establishment of common expectations for sites to plan annual improvement based on site-specific, student-focused, measurable, and collaboratively-determined goals aligned with each of the district's strategic goals could form a basis for reporting and marking progress systemically.

In summary, the Engagement Review Team has submitted the findings included in this report after deliberations based on review of documents, analysis of survey results, and participation in virtual interviews conducted across the system's constituencies. These findings may prove helpful as the district continues its progress forward. The team was impressed by Nome Public Schools' dedication, sincerity, heart, willingness to go all in to serve learners and their families, and by the wisdom of those who were met. The team was inspired by the system's commitments, beliefs, courage, perseverance, and adaptability to meet the needs of its learners and current times. Ensuring that the district continues to work to align its improvement processes systemically and systematically, to honor and increase representation, to align and articulates curriculum, and to directly addresses student achievement may prove helpful as the district strives to attain its priority goals. Nome Public Schools and its community have created an open, respectful, and collaborative partnership that will serve all well as this remarkable school system continues to honor its mission and prepare its learners – together – strong in identity, purpose, and potential, to choose their paths for generations to come.

## Next Steps

Upon receiving the Accreditation Engagement Review Report, the institution is encouraged to implement the following steps:

- Review and share the findings with stakeholders.
- Develop plans to address the areas for improvement identified by the Engagement Review Team.
- Use the findings and data from the report to guide and strengthen the institution's continuous improvement efforts.
- Celebrate the successes noted in the report.
- Continue the improvement journey.

## Team Roster

The Engagement Review Teams are comprised of professionals with varied backgrounds and expertise. To provide knowledge and understanding of the Cognia tools and processes, all Lead Evaluators and Engagement Review Team members are required to complete Cognia training. The following professionals served on the Engagement Review Team:

Team Member Name	Brief Biography/Title
<b>Julia Williams, Lead Evaluator</b>	Julia Williams, Ph.D., is a professor emeritus of education at the University of Minnesota Duluth. She holds a doctorate in educational leadership, a master’s degree in curriculum and instruction, and a B.S. in secondary English education. Her areas of specialty include assessment, continuous improvement processes and planning, and program evaluation. She is a licensed secondary principal and district superintendent. Dr. Williams’ research and publications include studies of schools and the integration of leadership, staff development, student achievement, and supervision. She has served as primary investigator and as an evaluator on grants awarded by the National Science Foundation and the U.S. Department of Homeland Security. Over the past 25 years, Dr. Williams has served as Lead Evaluator for well over 100 reviews for schools, systems, digital schools, corporations, corporation systems, and other protocols across the Cognia organization. She had been a member of the Minnesota State Council for many years and received the Excellence in Education Award for the state in 2013. She has served as a member of the Commission on Schools and serves as a Cognia Lead Evaluator Mentor for systems, schools, and corporations.
<b>Kristina Bellamy</b>	Elementary Teacher, Johnny Oldman School, Yukon-Koyukuk School District, Alaska
<b>Tammi Sinosky</b>	Elementary Teacher, William Miller Memorial School, Lower Kuskokwim School District, Alaska

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## **AR 4112.5/4212.5/4312.5 SECURITY CHECK**

### **All Personnel**

1. No individual will be hired by the district until a background investigation has been completed. The Superintendent may waive this requirement to allow someone to work until the investigation is complete.
2. No person who has ever been convicted, or plead guilty or no contest (including forfeiture of bail) to a crime involving violence **against a minor** or sexual abuse will be hired by the district.
3. No person who has been convicted, or plead guilty or no contest (including forfeiture of bail) to (1) a felony or (2) a crime or other violation involving a controlled substance, **assault in the 4<sup>th</sup> degree or reckless endangerment** within the five years preceding the application, will be hired by the district. If more than five years have elapsed since the crime or violation, a person may apply pursuant to the following paragraph.
4. Applications from persons who have been convicted, or plead guilty or no contest (including forfeiture or bail) to any crime or violation (excluding minor traffic violations) not covered in (2) nor (3) will be considered by the Superintendent on a case by case basis and notice given to the School Board prior to hire or being hired by the district.
5. If charges are pending, no action will be taken on the individual's application until disposition of the charges.
6. **These procedures will apply to all employees, volunteers and chaperones.**

Revised (approval date)

Adopted: June 10, 2003

### **Nome Public Schools**



# Nome Public Schools

**TO:** Nome Public Schools Board of Education  
**THRU:** Jamie Burgess, Superintendent  
**FROM:** Genevieve Hollins, Alaska Education & Business Services, Inc.  
**SUBJECT:** FY2022 Expenditures: 7/01/2021 through 5/31/2022  
 - All Except Special Revenue Programs -  
**DATE:** June 9, 2022

**REVENUES:**

	<u>Received</u>	<u>Current Budget</u>	<u>Amount Remaining</u>	<u>% Received</u>
State of Alaska - Foundation	\$ 8,176,985	\$ 9,014,186	\$ 837,201	90.71%
State of Alaska - TRS On Behalf	792,066	865,362	73,296	91.53%
State of Alaska - PERS On Behalf	95,453	104,286	8,833	91.53%
City of Nome	2,443,215	3,000,000	556,785	81.44%
Impact Aid - U.S. Government PL-874	30,807	35,200	4,393	87.52%
E-Rate	794,449	725,822	(68,627)	109.46%
Other (Fees/Gate/Rentals/Donations)	263,225	385,000	121,775	68.37%
Use of General Fund's Fund Balance		806,164	806,164	0.00%
Pupil Transportation (Fund 205)	456,602	530,000	73,398	86.15%
Food Service (Fund 255)	437,740	775,000	337,260	56.48%
<b>TOTAL REVENUES</b>	<b>\$ 13,490,543</b>	<b>\$ 16,241,020</b>	<b>\$ 2,750,477</b>	<b>83.06%</b>

(Excluding Federal Special Revenue Programs)

**EXPENDITURES:**

	<u>Expended &amp; Encumbered</u>	<u>Current Budget</u>	<u>Amount Remaining</u>	<u>% Expended</u>
General Fund (100)	\$ 12,588,117	\$ 14,936,020	\$ 2,347,903	84.28%
Pupil Transportation (205) <sup>1</sup>	511,804	530,000	18,196	96.57%
Food Service Fund (255)	528,108	775,000	246,892	68.14%
<b>TOTAL EXPENDITURES AND ENCUMBRANCES</b>	<b>\$ 13,628,029</b>	<b>\$ 16,241,020</b>	<b>\$ 2,612,991</b>	<b>83.91%</b>

Percentage of Revenue Budget Recvd: 83.06%  
 Percentage of Budget Expended: 83.91%  
 Percentage of Year Passed: 91.53%

Days of Expenditures for this Fiscal Year: 335 Days

Remaining in Fiscal Year for Expenditures: 30 Days

Checking Account Bank Balance as of May 31, 2022 - \$8,954,579

<sup>1</sup>FY22 Pupil Transportation contract is fully encumbered for the year.



**MEMORANDUM**

To: Board of Education  
Thru: Jamie Burgess, Superintendent  
From: Genevieve Hollins, Contracted CFO  
Alaska Education & Business Services, Inc.  
Date: May 5, 2022  
Subject: **Financial Narrative**

**Fuel Purchase**

After further conversation with the City and NJUS, NJUS stated that the District can lock in the price for the portion of fuel that we need to purchase. The City is not going to lock in. The City maintains that the fuel prices will decrease by the time the fuel arrives. Below are the prices per gallon over the last 3 months along with the budget variance (retail gas price listed for reference).

**Fuel cost at varying prices**

Notes	Price per Gallon	# of Gallons	Total Cost	Budgeted	Variance
4/7/2022 City of Nome and NJUS Price Projection for August 2022	\$ 3.75	190,000	\$ 712,500	\$ 750,000	\$ 37,500
5/9/2022 Average Retail Gas Price	\$ 4.73	190,000	\$ 898,700	\$ 750,000	\$ (148,700)
6/9/2022 Average Retail Gas Price	\$ 5.51	190,000	\$ 1,046,900	\$ 750,000	\$ (296,900)

\*Note: Drayage will cost AT LEAST \$50,000 per year, in addition to the actual bulk fuel purchase.

**FY2023 Budget**

The City approved the District’s full City appropriation request as cited in the FY2023 Budget document.

**Classified Negotiations**

Negotiations with the classified union have concluded. The wage scale was increased and the overall monetary cost to the District, spread over the next 3 fiscal years, is approximately \$110,000. The Rural Differential Stipend was retained, for a \$95,000 total cost over the next 3 fiscal years.

**Standard Operating Procedure (SOP)**

Will resume SOP review in August when everyone returns from summer vacation. **Thank you!**

## **Public Comment Statement**

The Board of Education welcomes community member input during meetings about issues on or not on the agenda. The Board is not able to respond directly to you during Public Comment; the Board may decide at the end of the meeting during Board Member Comment to discuss your topic at a work session, regular meeting, or direct the Superintendent to look into a situation further.

The Board may not speak about subjects that are protected by legal confidentiality such as specific student discipline issues or personnel issues that could disparage or slander district employees.

The general guideline is approximately three minutes per speaker; however, additional time is allowable if needed. When you speak to the Board, please state your first and last name for the record.

## SCHOOL BOARD COMMUNICATION

**Title: Board Policy 1<sup>st</sup> Reading**

**Date: June 14, 2022**

**Administrator: Jamie Burgess, Superintendent**

**Attachments: Board Policies for Adoption**

**Action Needed**    **For Discussion**    **Information**    **Other**

## BACKGROUND INFORMATION

The Board of Education Policy Review Committee met on May 13, 2022 to review several policies for possible revision. The majority of the updates are to align policies with the recently adopted policy on Professional Boundaries of Staff with Students. The revision of BP 6146.1 is to ensure that all students take both a health and a physical education course, as the current wording of the policy allows students to take two PE courses without taking health.

The following policies are now presented to the Board for a first reading approval.

BP1312.1 Public Complaints Concerning School Personnel  
BP4119.12 Harassment  
BP4131 Certified Staff Development  
BP4222 Teacher Aides/Paraprofessionals  
BP5030 School Discipline and Safety  
BP5131.43 Harassment, Intimidation and Bullying  
BP5141.4 Child Abuse and Neglect  
BP5145.7 Sexual Harassment  
BP6142.1. Family Life/Sex Education  
BP6142.2 AIDS Instruction  
BP6146.1 High School Graduation Requirements

## ADMINISTRATIVE RECOMMENDATION

The administration recommends approval of the first reading of board policies BP1312.1 Public Complaints Concerning School Personnel, BP4119.12 Harassment, BP4131 Certified Staff Development, BP4222 Teacher Aides/Paraprofessionals, BP5030 School Discipline and Safety,

Nome Public Schools  
PO Box 131  
Nome, AK 99762  
907-443-2231 – [www.nomeschools.org](http://www.nomeschools.org)

BP5131.43 Harassment, Intimidation and Bullying, BP5141.4 Child Abuse and Neglect, BP5145.7 Sexual Harassment, BP6142.1. Family Life/Sex Education, BP6142.2 AIDS Instruction, and BP6146.1 High School Graduation Requirements.

**Sample Motion: I move to approve the first reading of board policies BP1312.1 Public Complaints Concerning School Personnel, BP4119.12 Harassment, BP4131 Certified Staff Development, BP4222 Teacher Aides/Paraprofessionals, BP5030 School Discipline and Safety, BP5131.43 Harassment, Intimidation and Bullying, BP5141.4 Child Abuse and Neglect, BP5145.7 Sexual Harassment, BP6142.1. Family Life/Sex Education, BP6142.2 AIDS Instruction, and BP6146.1 High School Graduation Requirements.**

## **BP 1312.1 PUBLIC COMPLAINTS CONCERNING SCHOOL PERSONNEL**

The School Board places trust in its employees and desires to support their actions in such manner that employees are free from unwarranted, spiteful or negative criticism and complaints. The Superintendent or designee shall develop procedures which will permit the public to lodge complaints or criticism against staff members, assure full consideration, and protect the rights of the staff members and the district. Verbal complaints against an employee initially made to a School Board member, Advisory School Board member, or at a School Board meeting will be referred to the Superintendent or designee for appropriate consideration and action.

The District will respond to complaints concerning school personnel, investigate as appropriate, and take action as may be necessary or advisable to resolve the concern. Complaints should follow the complaint filing and resolution process set forth in administrative regulation.

The process for complaints concerning school personnel will be administered in a fair and nondiscriminatory manner on behalf of both the complainant and the personnel involved.

(cf. [1312](#) - Public Complaints Concerning the Schools)

(cf. [4112.6/4212.6/4312.6](#) - Personnel Records)

(cf. [9323](#) - Meeting Conduct)

**Note:** *When public complaints include allegations of child abuse, it is imperative that school officials consult [BP 5141.4](#) - Child Abuse and Neglect (Reporting Procedures). Though a district may implement its complaint procedures in such cases, the duty to report suspected child abuse comes first. We encourage school districts to rely on the child protective agencies for resolving these complaints and determining if the child abuse report is unfounded.*

This policy shall not apply when a public complaint involves accusations of child abuse. When a school employee is accused of child abuse, it shall be investigated by proper authorities in accordance with child abuse laws.

(cf. AR 5141.4 - Child Abuse and Neglect (Reporting Procedures))

[\(cf. 5141.42 - Professional Boundaries of Staff with Students\)](#)

*Legal Reference:*

### ALASKA STATUTE

[44.62.310](#) *Government meetings public*

Revised (approval date)

Revised 04/2019

108

Adopted: June 10, 2003

## **BP 4119.12 HARASSMENT**

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

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

(cf. [5131.43](#) – *Harassment, Intimidation and Bullying*)

(cf. [4118](#) - *Suspension/Disciplinary Action*)

(cf. [4119.11/4219.11/4319](#) – *Sexual Harassment*)

(cf. [4119.21/4219.21-4319](#) – *Code of Ethics*)

To promote an environment free of harassment, the principal or designee shall take appropriate actions such as removing vulgar or offending graffiti, establishing site rules, and providing staff inservice or student instruction and counseling. Principals shall discuss this policy with their employees and shall assure them that they need not endure any form of harassment. The School Board encourages students or staff to immediately report incidences of harassment to the principal or designee. The Superintendent or designee shall promptly investigate each complaint of harassment in a way that ensures the privacy of all parties concerned. In no case shall the student or staff member be required to resolve the complaint directly with the offending person. Notice of this policy will be circulated to all district schools and departments and incorporated in teacher and student handbooks.

(cf. [0410](#) - *Nondiscrimination in District Programs and Activities*)

(cf. [1312.3](#) - *Public Complaints Concerning Discrimination*)

(cf. [4030](#) - *Nondiscrimination in Employment*)

[\(cf. 5141.42 - Professional Boundaries of Staff with Students\)](#)

*Legal Reference:*

### ALASKA STATUTES

[AS 14.18.010 - 14.18.100](#) *Prohibition Against Discrimination Based on Sex or Race in Public Education*

ALASKA ADMINISTRATIVE CODE

[4 AAC 06.500 - 4 AAC 06.600](#) Prohibition of Sex Discrimination

UNITED STATES CODE

[TITLE VI, CIVIL RIGHTS ACT OF 1964](#)

[TITLE IX, EDUCATION AMENDMENTS OF 1972](#)

[INDIVIDUALS WITH DISABILITIES EDUCATION ACT](#)

[AMERICANS WITH DISABILITIES ACT](#)

Revised (approval date)

Revised 03/2015

**Nome Public Schools**

## **BP 4131 CERTIFICATED STAFF DEVELOPMENT**

**Note:** Under state law, staff training is mandated in evaluative techniques, child abuse recognition and reporting, the needs of students with alcohol or drug abuse disabilities, sexual abuse and sexual assault awareness, dating violence and abuse, crisis response, crisis intervention and suicide awareness and prevention. School Districts must ensure that no less than 50 percent of the total certificated staff employed by the district receives all of the training not less than every two years and that all of the certificated staff employed by the district receives all of the training not less than every four years. [AS 14.08.111](#)(12); [AS 14.14.090](#)(11); [AS 14.16.020](#)(9). A school district shall provide suicide awareness and prevention training to each teacher, administrator, counselor and specialist who is employed by the school district to provide services to students. [AS 14.30.362](#). Effective June 30, 2017, a school district shall establish a training program for employees relating to sexual abuse and sexual assault awareness and prevention and dating violence and abuse awareness and prevention. [AS 14.30.355](#); [AS 14.30.356](#). Additionally, effective June 30, 2017, a person is not eligible for a teacher certificate unless he or she has completed required training set forth in [AS 14.20.020](#). [AS 14.33.127](#) and [4 AAC 06.177](#) require that the School Board ensure that a sufficient number of school employees receive periodic training in an approved crisis intervention training program, to meet the needs of the student population. Crisis intervention programs must meet all legal requirements. The Department of Education and Early Development will maintain a list of approved crisis intervention training programs.

Under federal law, the Every Student Succeeds Act defines professional development to include sustained (not stand-alone, 1-day, or short-term workshops), intensive, collaborative, job-embedded, data-driven, and classroom focused activities that are available to all school staff, including paraprofessionals. Professional development activities should be developed with educator input and regularly evaluated. Professional development activities must be evidence-based, if reasonably available. [20 U.S.C. §§ 6601-6614](#).

The School Board recognizes that a competent well-trained staff is essential to carrying out its goals. Staff development is a necessary, collaborative, continuous and systematic effort to improve district educational programs by involving all employees in activities that improve their skills and broaden their perceptions. Professional development provided to teachers, principals, and other instructional leaders should focus on improving teaching and student learning and achievement.

Professional development shall be developed with educator input and regularly evaluated. If reasonably available, staff development activities shall be evidence-based. [Staff should receive training on professional boundaries in accordance with BP 5141.42, Professional Boundaries of Staff with Students.](#)

In order to respond directly to the needs of all our students, staff development activities may address such issues as teacher and staff qualifications, content areas, integrating technology into instruction, using data to improve student achievement, methodology, student privacy, parent, family, and community engagement, interpersonal relations between students and faculty, student learning, growth, development, student welfare

and safety, assessments and accommodations, student identification and referral, and staff communication, problem solving and decision making. The Superintendent is responsible for ensuring that all training required by law is provided in a timely fashion to appropriate staff.

(cf. [5131.6](#) - Alcohol and Other Drugs)

(cf. [AR 5141.4](#) - Child Abuse and Neglect)

(cf. [5141.41](#) - Child Abuse Prevention)

(cf. [5141.42](#) - Professional Boundaries of Staff with Students)

(cf. [5141.52](#) - Suicide Prevention)

(cf. [5142.3](#) - Restraint and Seclusion)

The Superintendent or designee should provide staff with professional development that may include opportunities such as the following:

1. Release time and leaves of absence for travel and study.
2. Visits to other classrooms and other schools.
3. Conferences involving outside personnel from the district, county, state, region or nation.
4. Membership in committees drawing personnel from various sources.
5. Training classes and workshops offered by the district.
6. Further training in institutions of higher learning, including credit courses conducted in or near the district instead of on the college campus, whenever possible.
7. Access to professional literature on education issues.
8. Induction and mentoring programs.

(cf. [4116](#) - Nontenured/Tenured Status)

Legal Reference:

#### UNITED STATES CODE

The Elementary and Secondary Education Act, 20 U.S.C. §§ 6601-6614, as amended by the Every Student Succeeds Act ([P.L. 114-95](#) (December 10, 2015))

#### ALASKA STATUTES

[14.08.111](#) Duties (Regional School Boards)

[14.14.090](#) Duties of school boards

[14.16.020](#) Operation of state boarding schools

[14.18.060](#) Discrimination in textbooks and instructional materials prohibited

[14.20.020](#) Requirements for issuance of certificate; fingerprints

[14.20.680](#) Required alcohol and drug related disabilities training

[14.30.355](#) Sexual abuse and sexual assault awareness and prevention

[14.30.356](#) Dating violence and abuse policy, training, awareness, prevention, and notices

[14.30.362](#) Suicide awareness and prevention training

[47.17.022](#) Training (child protection)

### ALASKA ADMINISTRATIVE CODE

[4 AAC 06.530](#) Guidance and counseling services

[4 AAC 06.550](#) Review of instructional materials

[4 AAC 12.397](#) Mandatory training requirements

[4 AAC 19.060](#) Evaluation Training

[4 AAC 52.260](#) Personnel Development

Revised (**approval date**)

Revised 09/2017

Revised 12/2016

Revised 08/2016

Revised 07/2015

Adopted: June 10, 2003

**Nome Public Schools**

## **BP 4222 TEACHER AIDES/PARAPROFESSIONALS**

**Note:** Under the Every Student Succeeds Act, NCLB's requirements establishing minimum professional standards for paraprofessionals have been repealed. Instead, paraprofessionals in Title I supported programs must meet licensure or certification requirements as adopted by the State of Alaska. Alaska's qualifications, found at [4 AAC 04.220](#), reflect NCLB's past requirements for paraprofessionals working in Title I programs. Additionally, content, knowledge, disposition, and performance standards for all paraprofessionals are set out in the Alaska State Paraprofessional Performance Standards.

The School Board favors the use of paid and volunteer teacher aides/paraprofessionals and considers them to be members of a professional team dedicated to the best interests of students. By relieving teachers of duties that do not require professional training, noncertificated persons allow teachers to dedicate their skills, knowledge and efforts primarily to teaching. Paraprofessionals also can help teachers to provide individualized student instruction and an enriched educational program.

*(cf. 1250 - Volunteer Assistance)*

The district shall use paraprofessionals in those classes where they will provide the greatest benefit to students, taking into consideration such factors as large class size, student age group and teacher workload.

The Superintendent or designee shall ensure that all paraprofessionals have appropriate training and supervision, *including the training set forth in BP 5141.42, Professional Boundaries of Staff with Students.*

*(cf. 5141.42 - Professional Boundaries of Staff with Students)*

**Note:** Special Education aides must serve under the supervision of qualified personnel and receive training in accordance with [4 AAC 52.250](#).

Paraprofessionals are expected to employ high ethical standards as they work with students and to respect school rules, district policies and administrative regulations.

The School Board recognizes the need for qualified teaching staff and encourages paraprofessionals to seek opportunities leading to a teaching credential. The district shall support these efforts to the extent possible, particularly as they relate to obtaining bilingual or special education credentials.

The Superintendent or designee and/or the staff development committee shall develop an appropriate professional development program for paraprofessionals.

***Paraprofessionals Working in Title I Programs***

**Note:** Under [4 AAC 04.220](#), paraprofessionals working in programs supported with Title I funds who do not meet the higher education requirements must: 1) take and pass the ParaPro Assessment by achieving a score of at least 459; and, 2) show, through observations and interviews conducted by qualified district personnel, mastery of all entry level requirements of the instructional content/assisting practice content standard set out in the Alaska State Paraprofessional Performance Standards.

Paraprofessionals working in a program supported with Title I funds must have a high school diploma or its recognized equivalent and must meet at least one of the following requirements: (1) completed at least two years of study, or 48 semester hours or equivalent, at an accredited institution of higher education; (2) obtained an Associate's or higher degree at an accredited institution; or (3) demonstrated, through formal assessment, the instructional content/assisting practice standards required by the State of Alaska.

Exceptions to the above requirements may be made for paraprofessionals who act as translators, who have instructional-support duties that consist solely of parent involvement activities, or who have only non-instructional duties.

**Note:** Non-instructional duties include providing computer technical support, personal care duties, and clerical duties. [4 AAC 04.220\(e\)](#).

Legal Reference:

ALASKA ADMINISTRATIVE CODE

[4 AAC 04.220](#) Paraprofessional standards

[4 AAC 05.080](#) School curriculum and personnel

[4 AAC 52.250](#) Special education aides

[4 AAC 52.255](#) Interpreters

UNITED STATES CODE

*Elementary and Secondary Education Act, 20 U.S.C. § 6311, as amended by the Every Student Succeeds Act, ([P.L. 114-95](#) (December 10, 2015))*

Revised (approval date)

Revised 12/2016

Revised 08/2016

Adopted: June 10, 2003

**Nome Public Schools**

## **BP 5030 SCHOOL DISCIPLINE AND SAFETY**

**Note:** *Each school district must have in place a school disciplinary and safety program. [AS 14.33.110-140](#). The purpose of the program is to implement community standards of school behavior that are developed with the collaboration of students, parents, guardians, teachers, school administrators, and advisory school boards in each community; and to protect and support teachers who enforce standards of student behavior and safety in the classroom. Effective October 2014, the program must be made available to students, parents, legal guardians, and the public, and must include written policies and procedures consistent with standards for use of restraint and seclusion, outlined in [AS 14.33.125](#). The Every Student Succeeds Act requires states to implement a system of school safety assessment. Under ESSA, districts are required to offer a school choice option in two instances: (1) when a student attends a “persistently dangerous school,” or (2) when a student has been the victim of a violent criminal offense. Alaska’s implementation of these federal mandates is found at [4 AAC 06](#) in newly added Article 2, Safe Schools.*

The School Board believes that all students have the right to a public education in a safe and positive environment that fosters the maximum opportunity for learning. The School Board seeks to ensure that students, regardless of ethnicity, race, disability, religious or cultural preference, gender identity, sexual orientation or socioeconomic background, do not disproportionately experience suspension, expulsion or other disciplinary actions. An effective school discipline and safety program is necessary to ensure a safe and conducive learning environment. The School Board shall adopt, and the Superintendent or designee shall implement and maintain, an effective, trauma-informed and culturally responsive school discipline and safety program. The discipline and safety program should reflect community and cultural values resulting in standards of school behavior and safety that are developed with the collaboration of students, parents, guardians, teachers, elders, school administrators, and advisory school boards in each community.

(cf. [1230](#) – Citizen Advisory Committees)

(cf. [1410](#) - Interagency Cooperation for Student and Staff Safety)

(cf. [4158/4258/4358](#) –Employee Security)

(cf. [5131](#) – Conduct)

(cf. [5131.1](#) – Bus Conduct)

(cf. [5131.41](#) – Violent and Aggressive Conduct)

(cf. [5131.42](#) – Threats of Violence)

(cf. [5131.43](#) – Harassment, Intimidation and Bullying)

(cf. [5131.5](#) – Vandalism, Threats, and Graffiti)

(cf. [5131.6](#) – Alcohol and Other Drugs)

(cf. [5131.62](#) – Tobacco)

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(cf. [5131.63](#) – Performance Enhancing Drugs)

(cf. [5131.7](#) – Weapons & Dangerous Instruments)

(cf. [5131.9](#) – Academic Honesty)

(cf. [5132](#) – Dress and Grooming)

(cf. [5136](#) – Gangs)

(cf. [5137](#) – Positive School Climate)

(cf. [5141.42](#) - Professional Boundaries of Staff with Students)

(cf. [5141.51](#)- At-Risk Youth)

(cf. [5142.3](#) – Restraint and Seclusion)

(cf. [5144](#) – Discipline)

(cf. [5144.1](#) – Suspension and Expulsion)

(cf. [AR 5144.2](#) – Suspension and Expulsion (Students with Disabilities))

(cf. [5145.11](#) – Questioning and Apprehension)

(cf. [5145.12](#) – Search and Seizure)

(cf. [5145.5](#) – Nondiscrimination)

(cf. [5145.5](#) – Harassment)

(cf. [5145.7](#) – Sexual Harassment)

(cf. [5147](#) – Dropout Prevention)

(cf. [6159](#) - Individualized Education Program)

(cf. [6164.2](#) – Guidance and Counseling Services)

(cf. [6164.4](#) – Child Find)

(cf. [6172](#) – Special Education)

**Note:** School districts must adopt policies for implementing a student conflict resolution strategy. The strategy must provide for the nonviolent resolution or mediation of conflicts, and procedures for reporting and resolving conflicts. [AS 14.33.120\(a\)\(7\)](#). A district's school disciplinary and safety program must provide for a student conflict resolution strategy.

Providing young people with knowledge and skills to settle disputes peacefully is a critical component of an effective disciplinary and safety program. Students who possess skills in negotiation, mediation, and consensus decision making are able to explore peaceful solutions to conflict and to resolve these conflicts in a nonviolent manner. The district will work to build students self-regulation skills, incorporating preventative and restorative practices to minimize the need for discipline and maximize instructional time for every student. The district will also establish these practices and seek to address or reduce disproportionate treatment or use of punitive<sup>117</sup> school discipline based on racial, cultural or economic disparities, and other protected classes.

The Superintendent or designee shall implement and maintain a conflict resolution strategy for district students. The strategy will provide conflict resolution education and resources to students to learn skills in the nonviolent resolution and mediation of conflicts. Restorative or corrective practices place relationship building with students and families at the center. These can include conferences with students and their parents/guardians; use of student study teams or other intervention-related teams; enrollment in a program teaching social/emotional behavior, intensive and intentional relationship building with students and family, participation in a restorative justice program or restorative circles; positive behavior support approaches, and recognition of regional cultural practices in community, respect, self-respect, and self-control.

**Note: Effective October 2014, districts must include in the school disciplinary and safety program written policies and procedures consistent with standards for use of restraint and seclusion. The following language incorporates this requirement.**

The district recognizes that a key component of its school disciplinary and safety program involves appropriate staff response when student behavior impacts on the safety of that student or others. The district prohibits the use of physical restraint and seclusion except in emergency situations as outlined in law and policy. The Superintendent or designee shall provide professional development or supports as necessary to assist staff to offer consistent classroom management skills, model skills for students, and implement effective relationship building and disciplinary techniques, eliminating unconscious bias. This includes establishing collaborative relationships with parents/guardians, and understanding family safety practices.

(cf. [5142.3](#) – *Restraint and Seclusion*)

**Note:** [AS 14.33.120](#) requires the discipline and safety program to have procedures for periodic revision and review. [4 AAC 07.050](#) requires that a district's student rights and responsibilities policies be reviewed at least once every three years. The following language utilizes a maximum three-year duration for the review process.

Not less than once every three years, the district's discipline and safety program shall be reviewed and revised if appropriate. The review process shall make available the opportunity for collaborative input by students, parents, guardians, staff, and advisory school boards in each community. Policies reflecting standards of student behavior, including those identifying prohibited student conduct and penalties, should be reviewed to determine consistency with community standards, including the basic requirements for respect and honesty.

(cf. [9310](#) – *Policy Manual*)

(cf. [9311](#) – *Board Policies*)

(cf. [9313](#) – *Administrative Regulations*)

**Note:** *Annually, the district is to submit a report to the Department of Education and Early Development relating to the district's disciplinary and safety program, including incident numbers for infractions involving violence or weapons.*

*This report is to be submitted at the same time the district submits its annual report on goals and priorities as required by [AS 14.03.120\(a\)](#). Additionally, the district is to report all incidents of suspension and expulsion resulting from harassment, intimidation, or bullying. Effective October 2014, the district is to annually report, not later than June 30, the total number of incidents involving the restraint or seclusion of a student as required by [AS 14.33.125](#) and [4 AAC 06.175](#) (see [BP 5142.3](#)). The following language incorporates the reporting requirements for school discipline as set forth in [AS 14.33.120](#), [14.33.210](#), [4 AAC 06.172](#) and [4 AAC 06.250](#).*

The district will submit annual reports to the Department of Education and Early Development, as required by law. These reports will permit assessment of the district's School Discipline and Safety program.

The School Board will review annually disciplinary action data to understand conduct and discipline of specific disaggregated groups of students. The School Board and district administrators will periodically review research on effective practices to proactively create trauma informed environments and culturally responsive discipline practices. Results of the review will be used to determine how to incorporate new practices and strategies into district policies and practices.

**Note:** *One of the purposes of the school disciplinary and safety program is to protect and support teachers who enforce standards of student behavior and safety in the classroom. [AS 14.33.110\(3\)](#). The law provides that a teacher, teacher's assistant, a principal, or another person responsible for students may not be terminated or otherwise subjected to formal disciplinary action for lawful enforcement of a school disciplinary and safety program, including behavior standards. [AS 14.33.130](#). It is recommended that a district desiring to take disciplinary action against a staff member for unreasonable or unlawful enforcement of student discipline should contact legal counsel. Finally, school employees are also protected from civil liability for acts or omissions arising out of enforcement of the disciplinary and safety program while in the course of employment, unless the act constitutes gross negligence or reckless or intentional misconduct. [AS 14.33.140](#) and the No Child Left Behind Act.*

The School Board desires to give all administrators, teachers, and other employees the authority, knowledge and skills they need to effectively implement the discipline and safety program of the district. Personnel should adhere to lines of primary responsibility and district adopted protocols so that appropriate decision-making may take place at various levels in accordance with School Board policy and administrative regulations. In fulfilling duties and responsibilities in student discipline and safety, all employees shall comply with School Board policies, administrative regulations, and local, state, and federal laws.

(cf. [2110](#) – Organization Chart/Lines of Responsibility)

(cf. [4158/4258/4358](#) – Employee Security)

(cf. [5144](#) – Discipline)

(cf. [4119.21/4219.21/4319](#) - Codes of Ethics)

(cf. [4119.3/4219.3/4319.3](#) – Duties of Personnel)

(cf. [5141.42](#) - Professional Boundaries of Staff with Students)

**Note:** On July 15 of each year, the Department of Education and Early Development will determine the safety status of the schools in the state. The Department will designate a school as safe, at-risk, or persistently dangerous. A district that has a school identified as persistently dangerous must provide notice within 10 days to all parents of students who attend the school that the school has been designated as persistently dangerous and that the parent has 30 days to request that the district transfer the student to a safe school within the district. A transfer must occur within 30 days of a transfer request. A district that has only one public school of the appropriate grade level is not required to create a second public school in order to offer a transfer option. Additionally, within 10 days of an incident in which a student is a victim of a violent criminal offense at school, a district shall notify the parents of the student that they may have their student transferred. If a parent requests a transfer, the district shall provide the transfer within 30 days. A student shall be eligible for a transfer if substantial evidence indicates that the student was a victim of a violent criminal offense on the grounds of the school attended by the student. If a district refuses to offer to transfer a student whom the student's parent believes was the victim of a violent criminal offense, the parent may, within 30 days of the refusal, appeal to the Commissioner of Education. Again, a district that has only one public school of the appropriate grade level is not required to create an additional public school in order to provide the option to transfer. A violent criminal offense does not have to be the subject of a criminal charge, and includes incidents that would establish the elements of the following violent criminal offenses: (1) an offense against the person under the Alaska Criminal Code, [AS 11.41.100-11.41.530](#); (2) recruiting a gang member in the first degree, [AS 11.61.160](#); and (3) misconduct involving weapons in the first degree, [AS 11.61.195](#). A parent who has exercised the parent's option to transfer a student may have the student remain in the receiving school until the student completes the highest grade level offered by that school. A district that is required to offer a student a transfer to a safe school, but that does not contain a safe school of an appropriate grade level, must offer to transfer the student to the parent's choice of any school designated at Level 2 or higher under [4 AAC 06.835](#) and work with the parent to identify other suitable educational opportunities for the student, including transfer to another district or attending a statewide correspondence school. [4 AAC 06.200-.270](#).

The School Board further desires to give all students no matter their ethnicity, race, gender or gender identification, sexual orientation or socioeconomic status, the opportunity to learn in an environment in which they feel safe. Should any school be identified as persistently dangerous under state law, students attending that school will be provided the opportunity to transfer to the parent's choice of one of two or more safe schools within the district.

Informed parental choice will be facilitated by timely notice of the meaning of the persistently dangerous designation and the intervention steps the district plans to utilize to make the school safe. Additionally, any student who is the victim of a violent criminal offense that occurred on the grounds of the student's school will be provided the opportunity to transfer, consistent with state law.

Legal Reference:

UNITED STATES CODE

20 U.S.C. §§ 1400, et seq. Individuals with Disabilities Education Act  
Every Student Succeeds Act, [PL 114-95](#) (2015)

ALASKA STATUTES

[11.81.430](#) Justification: Use of force, special relationships

[11.81.900](#) Definitions

[14.03.078](#) Report

[14.03.160](#) Suspension or expulsion of students for possessing weapons

[14.30.045](#) Grounds for suspension or denial of admission

[14.30.180-.350](#) Education for Children with Disabilities

[14.33.120-.140](#) School disciplinary and safety program

[14.33.210](#) Reporting of incidents of harassment, intimidation or bullying

ALASKA ADMINISTRATIVE CODE

[4 AAC 06.060](#) Suspension or denial of admission

[4 AAC 06.172](#) Reporting of school disciplinary and safety programs

[4 AAC 06.175](#) Reporting restraint and seclusion incidents.

[4 AAC 06.200-.270](#) Safe schools

[4 AAC 06.250](#) Reporting

[4 AAC 07.010-4 AAC 07.900](#) Student Rights and Responsibilities

[4 AAC 52.010-.990](#) Education for Children with Disabilities and Gifted Children

[20 AAC 10.020](#) Code of ethics and teaching standards

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## **BP 5131.43 HARASSMENT, INTIMIDATION AND BULLYING**

**Note:** *Districts must have a policy prohibiting the harassment, intimidation, or bullying of any student. AS 14.33.200-.250.*

The School Board is dedicated to providing a safe and civil learning environment. Harassment, intimidation and bullying disrupt a student's ability to learn and a school's ability to educate. Students and staff are expected to demonstrate positive character traits and values. Conduct and speech must be civil and respectful in order to promote harmonious and courteous relations in the school environment.

(cf. [5137](#) – *Positive School Climate*)

**Note:** *Disability-based harassment or bullying may deny a student equal educational opportunities under Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act of 1990 (ADA). Harassment or bullying of a student with a disability, on any basis, may also adversely impact the school's provision of FAPE to the student, under the Individuals with Disabilities Education Act (IDEA) and under Section 504. (See Dear Colleague Letter, Office for Civil Rights, October 21, 2014). A school's inappropriate response to bullying or harassment of a student, based on a disability, may constitute a disability-based harassment violation, by the school, under Section 504 and the ADA. Schools should address all harassment and bullying of students with disabilities by taking prompt and effective steps reasonably calculated to end the bullying or harassment, eliminate the hostile environment, prevent it from recurring, investigate if the student's receipt of appropriate services may have been affected by the bullying (if student receives IDEA or Section 504 services) and, as appropriate, remedy its effects.*

Students, staff and volunteers are prohibited from engaging in any form of harassment, intimidation, or bullying while on school property, on school buses, at the bus stop, or at school-sponsored activities or functions. Students who engage in such acts are subject to appropriate disciplinary action, up to and including suspension or expulsion. Staff who engage in acts of harassment, intimidation or bullying are also subject to appropriate disciplinary action up to and including suspension and termination. Volunteers who engage in such acts will be denied the opportunity to volunteer in the future.

To promote an environment free of harassment, intimidation, or bullying, the principal or designee shall take appropriate actions such as removing vulgar or offending graffiti, establishing site rules, and providing staff inservice and student instruction and counseling. Teachers shall discuss this policy with their students in age appropriate ways and assure students that they need not endure any form of harassment, intimidation, or bullying.

(cf. [5141.42](#) - *Professional Boundaries of Staff with Students*)

The district will provide parent and community information, and age-appropriate student instruction, on how to identify, respond to, and prevent harassment, intimidation, and bullying.

(cf. [5131.5](#) – Vandalism, Theft and Graffiti)

(c.f. [5144](#) - Discipline)

(c.f. [5144.1](#) – Suspension and Expulsion)

## **Harassment, Intimidation and Bullying Defined**

Harassment, intimidation, or bullying means an intentional act, whether written, oral, electronic or physical, when the act is undertaken with the intent of threatening, intimidating, harassing, or frightening the student, and

1. physically harms the student or damages the student's property;
2. has the effect of substantially interfering with the student's education;
3. is so severe, persistent, or pervasive that it creates an intimidating or threatening educational environment; or
4. has the effect of substantially disrupting the orderly operation of the school.

(c.f. [5145.3](#) – Nondiscrimination)

## **Cyberbullying**

**Note:** *Technological advances have expanded the ways in which harassment, intimidation, or bullying can occur, including the ability to bully with anonymity and to reach a much broader audience. This language notifies students and staff that cyberbullying is not permitted and will result in disciplinary action. It is a crime, (harassment in the second degree) to repeatedly send or publish an electronic communication that insults, taunts, challenges, or intimidates a person under 18 years of age in a manner that places the person in reasonable fear of physical injury, if done with intent to harass or annoy another person. [AS 11.61.120\(a\)](#)*

All forms of harassment, intimidation or bullying via electronic means, commonly referred to as cyberbullying, are prohibited. Cyberbullying also includes, but is not limited to, other misuses of technology to threaten, harass, intimidate, or bully, including sending or posting inappropriate email messages, instant messages, text messages, digital pictures or images, or Web site postings, including blogs. An individual who redistributes a cyberbullying communication can be found in violation of this policy, even if the individual did not author or create the original communication or image.

The district's computer network, including access to the Internet via that network, whether accessed on campus or off campus, during or after school hours, may not be used for the purpose of harassment, intimidation, or bullying. Users are responsible for the appropriateness of the material they transmit over the system.

In situations in which the cyberbullying originates from a private (non-school) computer or other electronic device, but is brought to the attention of school officials, disciplinary measures may be imposed when the communication:

1. Is of a criminal nature, including but not limited to, threats of violence or harm against staff members, students, or their property;
2. Suggests or advocates physical harm to staff members or students;
3. Causes a student or staff member to experience a substantially detrimental effect on his or her physical or mental health;
4. Causes a student or staff member to experience substantial interference with academic or work performance, or with his or her ability to participate in or benefit from district services or activities;
5. Threatens vandalism to school property; or
6. Creates a significant disruption to the school's educational mission, purpose or objectives.

Disciplinary action may include, but is not limited to, the loss of computer privileges, detention, suspension, or expulsion for those committing acts of cyberbullying. In addition, any kind of threat or hate crime will be reported to law enforcement officials.

Students and staff who believe they have been the victims of cyberbullying, as described in this policy, should not erase the offending material from the system. A copy of the material should be printed and a report made under this policy.

(cf. [6161.4](#) – Internet)

(cf. [6161.5](#) – Web Sites/Pages)

## Reporting

**Note:** *A school employee, student or volunteer who makes a good faith report of harassment, intimidation, or bullying is entitled to statutory immunity from suit. The immunity extends to causes of action for damages arising from a failure to remedy the reported incident or for making the report. [AS 14.33.230](#).*

Students or staff members who have witnessed or have reliable information that a student has been subjected to harassment, intimidation or bullying should report the incident immediately to the principal or his/her designee, who shall promptly initiate an investigation. The investigation shall include an assessment of what actions should be taken, as appropriate, to protect the student who has been found to be the victim of harassment, intimidation or bullying. Such actions may include the provision of support services necessary to permit the student to feel safe and secure in attending school. The Superintendent/Chief School Administrator shall develop procedures to implement this policy.

## Response

In determining the appropriate response to students who commit one or more acts of harassment, intimidation or bullying, the following factors should be considered:

1. the development and maturity levels of the parties involved;
2. the level of harm;
3. the surrounding circumstances;
4. past incidences or past continuing patterns of behavior;
5. the relationships between the parties involved;
6. the level of disruption in or interference with the orderly operation of the school.

This policy should not be interpreted to prohibit a reasoned and civil exchange of opinions or debate that is protected by law and School Board policy.

(c.f. [5145.2](#) – *Freedom of Speech/Expression*)

Conduct that does not rise to the level of harassment, intimidation or bullying may still be prohibited by other policies or rules.

(cf. [5131](#) – *Conduct*)

(cf. [5131.41](#) – *Violent and Aggressive Conduct*)

(cf. [5131.42](#) – *Threats of Violence*)

(cf. [5131.5](#) – *Vandalism, Theft & Graffiti*)

(cf. [5137](#) – *Positive School Climate*)

Legal Reference:

### ALASKA STATUTES

[14.33.200](#) Harassment, intimidation and bullying policy

[14.33.210](#) Reporting of incidents of harassment, intimidation or bullying

[14.33.220](#) Reporting; no reprisals

[14.33.230](#) Immunity from suit

[14.33.250](#) Definitions

[11.61.120](#) Harassment in the second degree

### CODE OF FEDERAL REGULATIONS

[28 CFR Part 35](#), Title II of the Americans with Disabilities Act of 1990 (ADA)

[34 CFR Part 104](#), Section 504 of the Rehabilitation Act of 1973 (Section 504)

[34 CFR Part 300](#), Individuals with Disabilities Education Act (IDEA)

Revised (approval date)

Revised 03/2015

### **Nome Public Schools**

## BP 5141.4 CHILD ABUSE AND NEGLECT

**Note:** [AS 14.08.111](#) and [AS 14.14.090](#) require districts to provide mandatory reporters with training in the recognition and reporting of child abuse and neglect. Pursuant to [AS 47.17.020](#), teachers, school administrators, and paid athletic coaches are mandated to report child abuse and neglect. New employees required to report are to be trained on this obligation within 45 days after the first day of employment. [AS 47.17.022](#). A school district providing training shall provide notice of the training to public and private schools in the district and invite volunteers who are required to report to participate in the training at no cost to the volunteer. Effective June 30, 2017, volunteers who interact with children in public or private school for more than four hours a week are also mandatory reporters of child abuse. [AS 18.66.310](#) requires school districts to offer continuing education at least once every two years on domestic violence for mandatory reporter employees.

Abuse and neglect affects the well-being of students. Teachers, school administrators, paid athletic coaches and volunteers who interact with children in a school for more than four hours a week shall be trained on the recognition and reporting of child abuse and neglect in accordance with state law. An athletic coach who is an unpaid volunteer is not required to report child abuse or neglect unless the coach volunteers for more than 4 hours a week for 4 consecutive weeks, or for 20 hours a week in a one month period, has received training, and signed a form acknowledging the obligation to report. District employees shall cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse.

(cf. [4131](#) – Certificated Staff Development)

[\(cf. 5141.42 - Professional Boundaries of Staff with Students\)](#)

The district shall provide notice of child abuse and neglect mandatory reporter training to all public and private schools in the district, [in addition to the training set forth in BP 5141.42, Professional Boundaries of Staff with Students](#). All mandatory reporters, including qualifying volunteers, are invited to participate in the training at no cost.

In addition to the required training provided above, the Superintendent or designee may invite classified personnel who have regular contact with students to participate in child abuse and neglect training. Classified personnel should immediately report instances of suspected child abuse or neglect to the site administrator.

**Note:** Pursuant to [AS 47.17.068](#), failing to report child abuse or neglect mandated by law is a misdemeanor if the person knew or should have known that circumstances gave rise to the need for a report.

Legal Reference:

### ALASKA STATUTES

[14.08.111](#) Duties (Regional school boards)

[14.14.090](#) Additional duties

[18.66.310](#) Continuing education for public employees, court system employees,  
and for prosecuting authorities

[47.17.010-47.17.070](#) Child protection

Revised (approval date)

Revised 03/2016

## **Nome Public Schools**

## BP 5145.7 SEXUAL HARASSMENT

**Note:** In 1999, the U.S. Supreme Court ruled that a school district can be liable under Title IX when staff members ignore student-to-student sexual harassment. The court found that school districts can be liable when school officials know about and are deliberately indifferent to sexual harassment “so severe, pervasive, and objectively offensive that it can be said to deprive the victim of access to the educational opportunities or benefits provided by the school.” This ruling makes it more important than ever to educate students and staff on preventing and handling student-to-student sexual harassment. By setting a liability standard based on “deliberate indifference,” the Court has made it possible for school districts to mount a defense based on a policy defining and prohibiting sexual harassment and a grievance procedure that is readily accessible to students.

**Note:** Districts should be aware that when a student misses school or withdraws from a course to avoid sexual harassment, he/she may be deprived of equal educational opportunities.

The School Board recognizes that sexual harassment can cause embarrassment, feelings of powerlessness, loss of self-confidence, reduced ability to perform schoolwork, and increased absenteeism or tardiness.

To promote an environment free of sexual harassment, the principal or designee shall take appropriate actions such as removing vulgar or offending graffiti, establishing site rules, and providing staff inservice or student instruction and counseling. Teachers shall discuss this policy with their students in age-appropriate ways and shall assure them that they need not endure any form of sexual harassment.

(cf. [5131.5](#) - Vandalism, Theft and Graffiti)

(cf. [5137](#) - Positive School Climate)

The Board shall not tolerate the sexual harassment of any student by any other student or any district employee. Any student or employee who is found guilty of sexual harassment shall be subject to disciplinary action.

(cf. [4119.11/4219.11/4319](#) - Sexual Harassment)

(cf. [4118](#) - Suspension/Disciplinary Action)

(cf. [5144](#) - Discipline)

(cf. [5144.1](#) - Suspension and Expulsion)

(cf. [5141.42](#) - Professional Boundaries of Staff with Students)

Students or staff should immediately report incidences of sexual harassment to the principal or designee. The Superintendent or designee shall promptly investigate each complaint of sexual harassment in a way that ensures the privacy of all

parties concerned. In no case shall the student be required to resolve the complaint directly with the offending person.

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

(cf. [0410](#) - *Nondiscrimination in District Programs and Activities*)

(cf. [1312.3](#) - *Public Complaints Concerning Discrimination*)

*Legal References:*

#### COURT DECISIONS

[Davis v. Monroe County Board of Education](#), 119 S.Ct. 1661 (1999)

[Ellison v. Brady](#), 924 F.2d 872 (9th Cir., 1991)

[Franklin v. Gwinnett](#), 503 U.S. 60 (1992)

[Meritor Savings Bank v. Vinson](#), 477 U.S. 57 (1986)

**Nome Public Schools**

## **BP 6142.1 FAMILY LIFE/SEX EDUCATION**

**Note:** For districts receiving federal funds, [section 7906](#) of the Every Student Succeeds Act sets limitations on how districts approach sexual subject matter and sex education. The law requires that federal funds not be used to (1) develop or distribute materials or programs that encourage or promote sexual activity, (2) distribute or aid in the distribution by any organization of obscene materials to minors on school grounds, (3) provide sex education or HIV prevention education unless that instruction is age appropriate and includes the health benefits of abstinence, or (4) operate a program of contraceptive distribution in schools. Non-federal funds may be used for these activities.

The School Board believes that a wholesome, well-planned sequence of instruction about family life and human sexuality is essential to the general education of all students. Lack of information or pervasive misinformation can cause low self-esteem, increased risk for sexually transmitted disease, unintended pregnancy or sterility, and school dropout. The district curriculum shall help students understand the biological, psychological, social, moral, and ethical aspects of human sexuality.

(cf. [5141.41](#) – Child Abuse Prevention)

(cf. [6141](#) - Curriculum Development and Evaluation)

(cf. [6142.2](#) – AIDS Instruction)

The family life/sex education program shall encourage students to be abstinent and to conceptualize sexual behavior in the ethical and moral context of marriage. The program shall be age-appropriate and shall address a full range of topics, including parenting and birth control, and shall emphasize that abstinence from sex is the only totally effective protection against unwanted pregnancy and sexually transmitted diseases.

Classes or programs in sex education, human reproduction education, or human sexuality education may only be instructed by a certificated teacher employed by or contracted with the district, or by an individual approved by the School Board who is supervised by a certificated teacher of the district.

The Superintendent or designee will inform district curriculum specialists, those who teach sex education, school nurses, and other appropriate school staff of federal funding restrictions regarding the distribution of contraceptives and the development and distribution of materials that may promote or encourage sexual activities. Teachers who provide instruction in family life/sex education shall have professional preparation, either preservice or inservice, in the subject area.

[\(cf. 5141.42 - Professional Boundaries of Staff with Students\)](#)

Before curriculum, literature, or materials related to sex education, human reproduction education, or human sexuality education may be used in a class or distributed in a school, the materials shall be approved by the School Board and made available for parents to review.

The Superintendent or designee shall ensure that family life/sex education materials and instruction are continuously evaluated in light of information received from students, parents/guardians, and teachers, including information about what students did or did not learn, whether the program was workable for the teachers, and how it can be improved.

The Superintendent or designee may appoint a Family Life/Sex Education Advisory Committee representing a divergence of viewpoints to participate in planning, implementing and evaluating the district's family life/sex education program.

(cf. [1220](#) - *Advisory Committees*)

Parents/guardians shall be notified in writing before students are offered any instruction at least two weeks **in which** human reproductive organs and their functions, processes, or **diseases are described, illustrated, or discussed**. This notification shall inform parents/guardians that they may review instructional materials to be used in family life, sex education instruction, except for awareness and prevention training provided to students concerning sexual assault, sexual abuse, and dating violence and abuse and that they may request in writing that their child not attend the class. At the parent/guardian's request, any student may be excused from any part of family life/sex education instruction.

(cf. [1312.2](#) - *Public Complaints Concerning Instructional Materials*)

Legal Reference:

ALASKA STATUTES

[14.30.360](#) Curriculum

UNITED STATES CODE

Elementary and Secondary Education Act, [20 U.S.C. § 7906](#) as amended by the Every Student Succeeds Act ([P.L. 114-95](#) December 10, 2015)

Revised (approval date)

Revised 12/2016

Revised 10/2016

## BP 6142.2 AIDS INSTRUCTION

**Notes:** *For districts receiving federal funds, [section 7906](#) of the Every Student Succeeds Act sets limitations on how districts approach sexual subject matter and sex education. The law requires that federal funds not be used to (1) develop or distribute materials or programs that encourage or promote sexual activity, (2) distribute or aid in the distribution by any organization of obscene materials to minors on school grounds, (3) provide sex education or HIV prevention education unless that instruction is age appropriate and includes the health benefits of abstinence, or (4) operate a program of contraceptive distribution in schools. Non-federal funds may be used for these activities.*

The School Board recognizes that acquired immune deficiency syndrome (AIDS) and human immune deficiency virus (HIV) pose a health risk. An effective weapon against the spread of this deadly disease is public education.

The district's health education program will include factual information about the transmission of AIDS and HIV. Students will be informed of voluntary behaviors that can result in infection and will be encouraged to prevent infection by making wise decisions in their daily lives. Instruction shall emphasize that abstinence is the only totally effective protection against AIDS through sexual transmission.

Instruction must be appropriate to the age and grade level of the students receiving it. The School Board particularly desires that students receive proper AIDS education before they reach the age when they may adopt behaviors which put them at risk of contracting AIDS.

Parents/guardians and community members should have input into the selection and/or development of instructional materials to be used in AIDS instruction. The curriculum shall be updated regularly.

(cf. [6142.1](#) - Family Life/Sex Education)

(cf. [6141](#) - Curriculum Development and Evaluation)

(cf. [5141.41](#) – Child Abuse Prevention)

Sufficient classroom time should be provided to fully cover essential knowledge appropriate for each grade level and allow students time to ask questions and discuss issues raised by the information presented.

In cooperation with local health agencies, as appropriate, the Superintendent or designee shall provide a program of orientation and information about the AIDS Instructional program for parents/guardians and interested members of the community. This program shall include the opportunity to examine all instructional materials. Staff providing the instruction shall receive training in accordance BP 5141.42, Professional Boundaries of Staff with Students.

Before students receive AIDS instruction, parents/guardians shall be notified. Alternative study arrangements will be made for students whose parents/guardians ask that they not receive instruction.

(cf. [1312.2](#) – *Public Complaints Concerning Instructional Material*)

(cf. [AR 5141.23](#) - *Infectious Disease Prevention*)

(cf. [5141.42](#) - *Professional Boundaries of Staff with Students*)

(cf. [6142.1](#) - *Family Life/Sex Education*)

Legal Reference:

ALASKA STATUTES

[14.30.360](#) Curriculum

UNITED STATES CODE

Elementary and Secondary Education Act, [20 U.S.C. § 7906](#) as amended by the Every Student Succeeds Act ([P.L. 114-95](#) December 10, 2015)

Revised (**approval date**)

Revised 03/2016

**Nome Public Schools**

## BP 6146.1 HIGH SCHOOL GRADUATION REQUIREMENTS

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

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

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

<u>Subject</u>	<u>Units of Credit</u>	
Language Arts	4	
Social Studies	3*	
Mathematics	3	- For students graduating from high school <b>on or after July 1, 2017</b>
Science	2	
Health/Physical Education	1	<u>- Health 0.5 &amp; P.E. 0.5 - for students graduating from high school on or after July 1, 2025</u>
Electives	9	

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

(cf. 5127 - Graduation Ceremonies and Activities)

(cf. 6164.2 - Guidance and Counseling Services)

(cf. 6146.3 – College and Career Readiness Assessments)

(cf. 6184 - Virtual/Online Courses)

Legal Reference:

ALASKA STATUTES

[14.03.075](#) Secondary student competency testing

ALASKA ADMINISTRATIVE CODE

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

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

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

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

Revised 05/2017

Revised 03/2016

**Nome Public Schools**

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## SCHOOL BOARD COMMUNICATION

**Title: Approval of Classified Negotiated Agreement**

**Date: June 14, 2022**

**Administrator: Jamie Burgess, Superintendent**

**Attachments: Redline and Final Versions of Negotiated Agreements**

**Action Needed**    **For Discussion**    **Information**    **Other**

## BACKGROUND INFORMATION

Negotiations with the Nome Education Support Professionals Association (NESPA) concluded on May 11<sup>th</sup> and the proposed agreement was ratified shortly thereafter by the association membership. The three-year agreement provides for an increase to the salary scale and incorporates the addendum previously approved which addressed part-time employees. Addendum items are in blue on the redline version of the agreement.

Negotiations were overall conducted in a very positive and collaborative fashion, and the administration wishes to thank the efforts of the NESPA negotiating team – Ms. Kate Osborn, Ms. Brittney Heinrich and Ms. Jade Murdock. We would also like to thank Dr. Barb Amarok, Mrs. Nancy Mendenhall, Ms. Cynthia Gray and Ms. Genevieve Hollins for their part in negotiations on behalf of the District.

## ADMINISTRATIVE RECOMMENDATION

The administration recommends approval of the negotiated agreement with NESPA for FY23-FY25 as presented.

**Sample Motion: I move to approve the negotiated agreement with NESPA for FY23-FY25 as presented.**

NEGOTIATED AGREEMENT BETWEEN  
NOME CITY SCHOOL DISTRICT BOARD OF EDUCATION  
(BOARD)  
AND

NOME EDUCATION SUPPORT PROFESSIONALS ASSOCIATION  
(NESPA)

July 1, 2019~~22~~ to June 30, 2022~~25~~

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~~Brandy Arrington~~ **Sandy Martinson**, President  
Nome Public Schools Board of Education

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Kathryn Osborn, President  
Nome Education Support Professionals Association

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## ARTICLE I- DEFINITIONS

1. Agreement: This document and the provisions contained therein setting forth terms and conditions of employment.
2. Association: is the Nome Education Support Professional Association or NESPA.
3. Association President: The President of the Association or the President's designee.
4. Board: is the school board of the District.
5. Confidential/Exempt employee: An employee who assists and acts in a confidential capacity to a person who formulates, determines, and effectuates management policies.
6. Date of receipt: The date of receipt of hand delivered, registered mail, certified mail or receipt of an email.
7. Day: A calendar day except as may otherwise be specified in the Agreement.
8. District: is the Nome Public School District, Nome City School District, or Nome Public Schools.
9. Extended family: A grandchild, grandparent, aunt, uncle, spouse's parents, brother/sister-in-law, nieces and nephews.
10. Grievance: Shall mean a claim of an alleged violation, including misapplication or misinterpretation, of this agreement by the District.
11. Grievant: shall mean an employee, a group of employees, or the Association filing a grievance.
12. Immediate family: A spouse; father and son or daughter (including step, foster); mother and son, or daughter (including step, foster); brother and sister.
13. Probationary Period: Shall extend for 90 work days. A probationary employee may be dismissed at any time during the probationary period at the discretion of the Superintendent for any cause deemed to be adequate.
14. Superintendent: The Superintendent of the District or their designee.

## **ARTICLE II- RECOGNITION**

- A. The Nome Education Support Professional Association (NESPA) is recognized by the Board as the exclusive bargaining agent for the Classified Employees/Education Support Professionals of the District. The following employees are excluded:
1. Management, supervisory and confidential employees - These staff have routine access to files and/or information that could create a conflict in the collective bargaining process. Currently, these job titles are: Business Manager, Facilities Director, Human Resources Manager (formerly Personnel Officer), Board Secretary/Administrative Assistant, IT Director, and IT System Administrator. Additional job titles may be added in the future.
  2. Temporary employees.
- B. This Agreement when ratified by the Board and the Association shall constitute terms of a negotiated contract between the Association and the Board specifying certain provisions for compensation, benefits and working conditions as set forth herein for Classified Employees/Education Support Professionals of the District.

## **ARTICLE III- AGREEMENT**

- A. SCOPE OF AGREEMENT: This Agreement is the sole and complete agreement between the Board and the Association and, as such, it is understood by both parties that no further negotiations concerning this specific agreement shall take place, except by mutual consent, until after January 1 of the fiscal year in which this Agreement terminates for the purpose of negotiating a successor Agreement.
- B. DURATION: This Agreement, and each of its provisions, is binding and effective on the date of ratification by both parties and will be effective from July 1, 2018~~22~~ to June 30, 2019~~25~~.
- C. CONFORMITY TO LAW: If any article or part of this Agreement is held to be contrary to law by a court of competent jurisdiction, or if compliance with or enforcement of any Article or part should be restrained by such court, the remainder of the Agreement shall not be affected thereby. The parties to this Agreement will meet within twenty (20) days of such holding to resolve the original intent within the parameters established by law. Any resolution agreed to by the parties will be signed and shall become addendum to this Agreement.

## **ARTICLE IV- NEGOTIATIONS**

- A. PROCEDURE
1. Negotiations may be requested by either party on wages, hours, and working conditions with such request being made between January 1 and March 15 of the school year during which the Agreement expires. Said notice shall be deemed to have been given when presented in writing and post marked by March 15 by return receipt requested or hand delivered from the Board President to the

Association President or from the Association President to the Board President or emailed between parties. If neither party gives written notice within the period specified, the expiration date of this agreement shall automatically be extended one (1) year.

2. The first meeting shall be held within twenty School (20) days after the receipt of the negotiations request at a place and time mutually acceptable by both parties. At this first meeting, ground rules will be established. Ground rules shall include the bargaining model to be used. A collaborative model may be selected. If traditional bargaining is selected at this meeting each side has twenty (20) days to submit its proposals to the other party.

**B. NEGOTIATING TEAMS**

1. A minimum of two (2) and no more than five (5) designated representatives of the Board will meet with a minimum of two (2) and no more than five (5) representatives of the Association for purposes of negotiation. Neither party will attempt to exert any control over the other's selection of its representatives.
2. The negotiations will be open unless both parties mutually agree to close the sessions. Consultants may be used as recognized experts to address a specific proposal or item under consideration by the parties.

**C. MEDIATION:** Mediation shall be conducted as provided by State Statutes (AS 23.40.190).

**D. RATIFICATION:** The Agreement will be ratified when a majority of both the Board and Association have voted to accept the Tentative Agreement.

**ARTICLE V- ASSOCIATION RIGHTS**

**A. MEMBERSHIP PAYROLL DEDUCTIONS:** The District shall deduct Association member dues for those employees requesting payroll deductions, beginning October 15<sup>th</sup> of each year in equal installments for pay periods through May 31<sup>st</sup> of the same school year.

Upon submission of an initial payroll deduction authorization form, payroll deductions of dues shall continue from year-to-year unless the Association member terminates, notifies the Association of a change in membership status, or submits a notice to the District rescinding his or her request for payroll deduction. The Association President shall inform the District in writing by September 15 of each year of the amount of annual dues to be deducted, and provide a copy of dues withdrawal authorizations for each new employee.

**B. COMMUNICATION:** The District will make available to the Association President a copy of the forthcoming Board meeting agenda and public information packet.

- C. USE OF SCHOOL FACILITIES: The Association may have the privilege to use school meeting facilities at reasonable times (e.g., outside the work day and lunch) when not otherwise needed for District or school use. No such meeting will be held which requires employees to leave their duty stations prior to the end of the normal working day. The Association shall pay for the reasonable cost of all charges to the District incident to such use. The administrator of the building in question shall be notified no less than twenty-four (24) hours in advance of the time and place of all meetings. The Association shall be permitted to post notices and other materials in places designated by the District for such purposes in school facilities.
- D. EQUIPMENT: The Association will be granted the use of the business machines of the District at reasonable times (e.g., outside the work day and lunch) when such equipment is not otherwise in use, provided, however, that the use of the school administrator's computer, and any computers or other equipment located in administrator offices shall not be permitted. The Association shall furnish paper and supplies related to such use, and shall pay the cost of all phone, fax, or other charges incident to such use at the time of use.
- E. MAIL: The Association shall have the right to post notices of activities and matters of Association concern in areas designated by the District for such purposes in each building or facility to which bargaining unit members are assigned. The Association shall have the right to use the inter-district mail system and mailboxes where available at each school. The District shall not be responsible for distribution of Association communications, or liable for any loss, damage or delay related to use of the mail system or mailboxes. All Association communications shall be clearly labeled as such and shall be distributed by an Association representative outside of working hours. The Association shall be responsible for any postage or other costs incident to such use.
- F. ASSOCIATION LEAVE: The Association shall be entitled to a total of five (5) days per calendar year of paid Association leave for its members. Association leave will be used at the discretion of the Association for members to attend official NEA-AK or NEA functions and training. In a negotiation year, additional days may be provided by mutual consent between the District and the Association for participating in negotiation sessions during the work day. Forty-eight hours written notice of the need for leave shall be given to the employee's immediate supervisor for approval.
- G. POLICY MANUAL: The District shall notify the association of any proposed changes to the Classified Employees' Policy Manual prior to action by the Board. The Classified Employees' Association shall have the right to review the changes which deal with Classified Employees policy. The District shall make a policy manual available for review by classified personnel at the employee's request during the regular working hours.

## **ARTICLE VI—GENERAL WORKING CONDITONS**

- A. VOLUNTEER TIME: Classified Employees who have successfully completed the probationary period will be allowed to volunteer in the schools or in a school age child

related activity up to four (4) hours per month, with pay. This will not interfere with the employee's workload and will be at the discretion of the immediate supervisor. This leave must be requested in writing and absences documented accordingly on the employee's time sheet.

- B. CALL OUT: When an employee is called back to work after the completion of a regular shift, the employee shall be paid for such hours worked at the appropriate overtime rate. If the employee is called back to work, the employee is entitled to a minimum of two (2) hours pay at the appropriate overtime rate. If the hours worked exceed two (2) hours, the employee shall be entitled to overtime pay for all such hours worked.
- C. PAY PERIODS: Classified payroll shall be semi-monthly with the pay periods to be first to fifteenth and sixteenth to month end. Paydays are the last business day on or preceding the 15th of the month and the last business day of the month. Under this system there will be approximately a two-week delay between submission of time sheets and distribution of paychecks. Time sheets will be due the first business day following the end of each pay period.
- D. PHYSICAL/PSYCHOLOGICAL EXAMINATION: All Classified personnel are required to file medical examination forms according to Alaska State Statute 14.30.075 and School Board Policy 4212.4. The District may require a physical or other examination at any time. The District will reimburse the employee for the basic required physical or psychological examination upon receipt of a reimbursement request, which shall have attached proof of payment. Costs in excess of Norton Sound Health Corporation basic charges will not be reimbursed. At the Superintendent's discretion, a classified employee whose normal employment does not put them in direct contact with school children may be exempt from the physical examination requirement of this section.
- E. JOB DESCRIPTIONS: The District shall prepare job descriptions for all positions. A current copy of all job descriptions within the bargaining unit will be provided to the Association upon request.
- F. OVERTIME AND SHIFT DIFFERENTIAL:
  - 1. SHIFT DIFFERENTIAL: All employees whose workday starts at the beginning of or during a scheduled swing shift between the hours of 4:00 p.m. and 11:00 p.m. are entitled to an additional sixty (60) cents per hour for all hours worked in each such shift. All employees whose workday starts at the beginning of or during a scheduled graveyard shift between the hours of 11:00 p.m. and 4:00 a.m. are entitled to an additional eighty (80) cents per hour for all hours worked in each such shift.

2. **OVERTIME:** All overtime, holiday work, and shift differential time must be pre-approved by supervisor. **Overtime will be calculated based on hours worked. Hours worked per day that exceed 8 hours will be subject to overtime. Hours worked per week that exceed 37.5 hours will be subject to overtime. Holidays and paid leave will be excluded from overtime calculations.**

G. **LONGEVITY BONUS:** Classified employees of the District shall accrue Longevity bonus benefits equal to two (2) days for each calendar year of service to the District. Only employees with five (5) or more years of continuous service will be eligible to receive this payment. Upon completion of five (5) years continuous service, payment will be made on the December 15 immediately following and each December 15 thereafter as long as continuous service remains. The maximum payment of \$5000 will remain in place for the first year. Payment will be subject to all required state and federal withholdings.

Longevity Bonus Calculation Example:

An employee has a hire date of January 3, 2012 and has continuous service with the District. This employee obtains 5 years of service on January 3, 2017. On December 15, 2017 this employee qualifies for Longevity Bonus payment of 10 days wages (5 years total continuous service multiplied by 2 days for each year) at their current daily rate, up to a maximum of \$5,000. The following year on December 15, 2018, this same employee would qualify to receive a longevity bonus payment of 2 days wages for the additional year of work from January 3, 2017 through January 3, 2018; the following year on December 15, 2019, he or she will be entitled to receive a longevity bonus payment of 2 days wages for the additional year of work from January 3, 2018 to January 3, 2019, and so on and so forth. Longevity bonus payments are not compounded.

H. **WELLNESS:**

1. A classified employee and his/her immediate family may use the equivalent of a 90-punch pool pass per year.
2. To further promote wellness the District agrees to provide use of school gym and weight room facilities for wellness activities for classified employee and their immediate families. No family member may access school facilities without the supervision of the classified employee.
3. The activities in the schools must be pre-approved by the site administrator and scheduled through the appropriate person for each school.
4. The employees agree to follow the established building use procedures which include restoring the environment and securing the building, and to post a classified employee use schedule in the classified employee's workroom to encourage others to join in their activities.
5. The privilege may be revoked for those users not in compliance with the procedures.

- I. MILEAGE REIMBURSEMENT: Mileage shall be reimbursed at the current IRS rate per mile for those employees using personal vehicles for district business.
- J. SCHOOL CLOSURE: In the event of a school closure ~~due to weather~~, Classified Employees will **follow the appropriate procedure listed below**; ~~be treated the same as certificated staff~~.
1. If the school is closed for the whole day, and the day is forgiven by the Department of Education, Classified Employees will receive full pay for that day without having to make it up or take leave.
  2. If school is closed for the whole day and that day is to be made up, Classified Employees must either make up the day or take leave. If the make-up day is only a minimum day, a Classified Employee will receive a full day pay or be docked a full day leave dependent on whether or not they work on the make-up day.
  3. If the school closure is for a partial day (either a late start or early dismissal has been ordered) the Classified Employee is required to work only those hours school is in session but will receive a full day pay.
  4. **If the school closure is designated as a Remote Learning Day, the Classified Employee will follow the District's Remote Learning Procedure per notification to/discussion with their direct supervisor.**
  5. Since most school closures occur because of weather or some mechanical failure of the heating system or other life/comfort support system, Maintenance Personnel are required to be at their work stations to remove snow, open fire lanes or to restore mechanical systems. The language contained in the SCHOOL CLOSURE section will be applied, or not applied, to the Maintenance Personnel on a case-by-case basis.
- K. EVALUATIONS: Employees will be evaluated annually by their supervisor of Record, as designated by the Superintendent or his/her designee. Employees will have five working days to respond to an evaluation in writing. No written response will be a representation of agreement with the evaluation. The written responses to an evaluation will be placed in the Employee's personnel file with the evaluation.
- L. PERSONNEL FILES: An employee (or designee with the employee's written authorization) may inspect his or her permanent personnel file by appointment and, upon request, will be provided one (1) copy of said contents. Personnel file review must take place in the presence of the personnel file custodian. Any materials placed in the personnel file which is derogatory to an employee's conduct, character, or personality, shall be filed

with documentation reflecting that the employee has had the opportunity to read and initial the material. The employee shall have the right to make a written statement relative to the derogatory materials placed in the file within five (5) workdays of receiving notice of the derogatory material. Any such written statement will be placed in the file with the derogatory material.

## ARTICLE VII—DISCIPLINE

- A. JUST CAUSE: The District may discipline for just cause as described in Board Policy 4218. The grounds for disciplinary action will be presented to the employee in accordance with Board Policy.
- B. RESPONSE TO DISCIPLINE: Any ~~bargaining unit member~~ **Classified Employee** who takes exception to a written disciplinary action may submit a written response to the District's Human Resources Manager, with a copy to his/her immediate supervisor, within five (5) work days, which will be placed in the bargaining unit member's personnel file, together with a copy of the written disciplinary action issued by the administration. A bargaining unit member who files an exception shall not be precluded from also seeking resolution through the grievance procedure.

## ARTICLE VIII—LEAVE AND HOLIDAYS

- A. PAID HOLIDAYS: For those employees required by their supervisor to work on any holiday recognized by the Board as a legal holiday he/she will be paid at their normal rate of pay and shall be compensated at the overtime rate for the actual hours worked. Employees must be in a pay status (not leave without pay) the work day before and the work day after a holiday in order to receive holiday pay. The paid legal holidays are:
  - 1. New Year's Day
  - 2. Memorial Day
  - 3. Independence Day
  - 4. Labor Day
  - 5. Thanksgiving Day
  - 6. Day after Thanksgiving Day
  - 7. Christmas Eve Day
  - 8. Christmas Day.
- B. PERSONAL LEAVE: Personal Leave with pay consisting of up to three (3) days per year will be granted to a permanent seasonal (school term) Classified Employee. **Part-time permanent seasonal (school term) employees will receive a pro-rated personal leave amount based on their hours per day.** For those employees hired after the start of the school year, personal leave will be pro-rated. Personal leave shall be limited to no more than ten (10) days accumulation. Personal leave will be paid only to employees filling a permanent seasonal position. Application for personal leave is made to and granted by the Superintendent. Unused personal leave at termination of employment has no cash value. Leave Without Pay is unavailable while employees have a Personal Leave balance.

- C. ANNUAL LEAVE -- PERMANENT FULL-TIME EMPLOYEES: Permanent full-time twelve (12) month Employees of the District shall accrue one and one-half (1 ½) days paid annual leave per month worked for the first twenty-four months of employment. Following an employee's second anniversary of employment with the District, the accrual rate shall be adjusted to credit an additional leave day for the year. This schedule of increasing the accrual rate for annual leave shall continue until the employee accrues a maximum of thirty (30) days of annual leave per year. Annual leave shall only accrue for periods when the employee is on pay status and will be pro-rated accordingly. Leave Without Pay is unavailable while employees have an Annual Leave balance.

Notwithstanding the foregoing, Classified Employees who, as of July 1, 2018 had accrued 25 days of annual leave shall remain at that level of leave accrual until they reach ten years of service, at which time the employee's leave will be calculated as set forth above. Example, an employee who was entitled to 25 days of leave as a five-year employee as of July 1, 2018, will continue at that level of leave accrual until he or she reaches ten years of service, at which time that employee's leave accrual will increase to 26 days. Employees who had accrued 28 days of annual leave as of July 01, 2018, shall remain at that level of leave accrual until they reach thirteen years of service, at which time the employee's leave accrual shall increase at the above rate. Employees who had accrued 34 days of annual leave as of July 1, 2018 will be allowed to continue.

Except in the case of emergencies, an employee must provide a minimum of twenty-four (24) hours notice of a desire to take annual leave to his or her supervisor in charge of approving leave as determined by the District. The employee may take leave at times mutually agreed upon between the employee and his/her supervisor. Should a supervisor deny a request for annual leave that is made at least one (1) week in advance of the requested leave, the employee, if he/she so desires, may appeal the supervisor's denial to the next highest authority in the District. Such appeal procedure shall end at the Superintendent level.

1. There shall be no accrual of annual leave during any monthly pay period during which an employee is absent without approved leave.
2. Accrued leave will not be available for use until the classified employee has successfully completed his/her (90) ninety-day probationary period.
3. An employee appointed for a position of a temporary nature (duration of fewer than twelve (12) consecutive months) or appointed for a part-time position shall not accrue leave credit.

4. Each department head shall establish such policies and procedures as are necessary in the school to assure that all employees are able to schedule and take accrued annual leave.
5. Each employee shall take at least 1/2 of their annual accrual during each ~~calendar~~ **fiscal** period beginning July 1 and ending June 30. It is the responsibility of each department head to assure that each employee is given the opportunity to use this leave.
6. Any employee provided the opportunity to use at least 1/2 of their annual accrual and who does not use this leave, shall have the unused portion deducted from the employee's leave balance.
7. Annual leave accrued but not used, shall accumulate to a maximum of not more than sixty (60) days on July 1 of any calendar year. Unused leave in excess of the maximum at the close of business on July 2 of any calendar year shall be cancelled.
8. Employees who have in excess of twenty (20) days of annual leave shall, upon written request to the superintendent, receive payment for accrued but unused annual leave up to a maximum of fourteen (14) days in any calendar year. Additional days may be granted in demonstrated hardship cases. The employee's leave balance shall be reduced by the number of days for which payment is made. Such withdrawal shall not eliminate the employee's obligation to use 1/2 of their annual accrual leave per calendar year, nor shall the days withdrawn take the place of the days of annual leave, which the employees are required to take. If the employee does not request annual leave or chooses to not take the mandatory leave, the untaken portion of 1/2 of their accrued mandatory leave required in item #5 will be deducted from the leave balance without payment.
9. The maximum payment amount of annual leave that may be cashed out upon termination, resignation, or retirement is \$10,000. Employees hired prior to July 1, 2003 and with annual leave accrual amounts in excess of \$10,000 as of June 30, 2003, shall be capped at their June 30, 2003 annual leave accrued dollar amount. Payment will be made upon termination, based on the employee's current annual leave balance, in an amount not to exceed \$10,000, or the amount established on June 30, 2003, whichever is greater.
10. Request for use of Annual Leave of (3) three days or less requires (48) forty-eight hours notice for approval. Request for use of more than (3) three days of annual leave requires (2) two weeks notice for approval. In case of emergency, exceptions to both may apply.

D. SICK LEAVE: Permanent Full-time, Permanent Part-Time, & Seasonal Full-time, & Seasonal Part-Time employees are entitled to paid sick leave benefits. Sick leave is accrued each pay period as follows:

- i. Employees normally working 7.5 hours per day will accrue five (5) hours of sick leave per pay period.
  - ii. Employees normally working 7.0 hours per day will accrue 4.65 hours of sick leave per pay period.
  - iii. Employees normally working 6.5 hours per day will accrue 4.35 hours of sick leave per pay period.
  - iv. Employees normally working 6.0 hours per day will accrue 4.0 hours of sick leave per pay period.
  - v. Employees normally working any other hours per day will accrue sick leave at the rate of 0.066 hours per hour worked.
1. Sick leave will accrue from the first (1st) day of employment.
  2. Sick leave may be used when the employee is required to be absent from work due to the employee or the employee's immediate family member residing in the employee's household and for necessary medical, dental, audio, vision, and mental health examinations for the employee or immediate family member residing in the employee's household that cannot be scheduled outside of regular working hours. Elective medical treatment that can be scheduled during vacations or when school is out for the summer without substantial detriment to the employee, shall not be eligible for sick leave. If the employee's absence exceeds three (3) consecutive days, a physician's statement may be required.
  3. Each year, employees with a minimum of twenty (20) days of accrued sick leave as of May 15 may exercise an option to be paid for up to fifteen (15) days at 50 % of the employee's current wage rate. The employee's sick leave balance after the cash out shall not go below ten (10) days. Requests for sick leave cash out must be made in writing to payroll. Payments will be made on or before June 30. Employees electing to cash out sick leave will be limited in their access to the sick leave bank to the limit of SLB allowances less any sick leave days cashed out in the previous four years.

Effective July 1, 2003, the full sick leave cash-out option was eliminated. Only individuals employed at the close of business on June 30, 2003 who had a sick leave balance of 240 or more hours will be eligible for this payment. The maximum payment is capped at the employee's June 30, 2003 accrued dollar amount. Payment will be made upon termination based on the employee's current sick leave balance, in an amount not to exceed the amount established on June 30, 2003. The employee must request this payment in writing to payroll.

4. Bereavement Leave: Bereavement leave may be used by an employee in the case of death or serious illness in the immediate or extended family. The leave used shall be charged to the employee's sick leave balance and is limited to five (5) days. It shall further be provided that if the circumstances of death or serious illness in the immediate or extended family requires travel outside the City of Nome, two (2) additional days shall be allowed.

### **ARTICLE IX—TRAINING**

- A. EDUCATION ASSISTANCE: To the extent possible and dependent on available funding the District will pay for training required to meet state and federal requirements.

### **ARTICLE X—INSURANCE**

- A. LIFE INSURANCE: The District will provide 100% premiums for permanent full-time and permanent seasonal employees for life insurance at the current level of \$10,000 and \$20,000 accidental death. *Part-time permanent and seasonal employees are not eligible for life insurance.*
- B. HEALTH INSURANCE: Health insurance premiums for permanent full-time and permanent/seasonal employees will be paid for by the District. Eighty-five percent (85%) of insurance premiums shall be paid by the District. Fifteen percent (15%) of the premiums shall be paid by the employee. The District shall not be responsible for any additional costs associated with an employee's election of coverage beyond the percentage split identified above. If a committee is formed to review District Employee Health Plans, a Classified Employee representative will be given an opportunity to participate.

*Health insurance premiums for part-time permanent/seasonal employees will be paid for by the District. Employees must work at least 30 hours/week to be eligible for health insurance. The District will pay 85% of the total premium, while the employee is responsible for 15% of the premium.*

### **ARTICLE XI-- HIRING PRACTICES**

- A. JOB POSTINGS: Job postings will be done in District for (5) workdays prior to advertising outside the District. Permanent classified employees may be promoted to fill a vacant position if the position is at a higher range than that currently held by the employee.
- B. SUBSTITUTE EMPLOYMENT: The District will recognize classified employees that cover/substitute for another classified employee in a higher range for more than twenty (20) work days shall be paid at the higher rate for the specified time. This will be addressed on a case-by-case basis.
- C. REDUCTION IN CLASSIFIED STAFF WORK FORCE: When applicable, seniority shall be taken into consideration when conducting layoffs.

- D. REHIRE AFTER LAYOFF: Any ~~bargaining unit member~~ **Classified Employee** who has been laid off by the District shall be placed on a rehire list for a period of one year from the effective date of layoff. Notification of open bargaining unit positions shall be given to individuals on the rehire list by email or mail at the address on file with the District at the time of layoff, at least five (5) calendar days before the position is publicly posted. In the event an employee applies for the position of which they were notified under this section, salary placement shall be based upon applicable job experience and qualifications for the position.

## **ARTICLE XII—GRIEVANCE PROCEDURE**

### A. GENERAL PROVISIONS

1. The grievant shall be entitled to be represented at all levels of the grievance procedure.
2. An initial grievance shall be in writing, shall set forth with reasonable specificity the facts of the grievance, shall identify the provision(s) of the Agreement alleged to have been violated, shall state the specific redress sought and shall be signed by the grievant.
3. The initial grievance shall be delivered to the grievant's immediate supervisor not later than twenty (20) days from the date that the grievant knew or should have known of the alleged violation.
4. The District shall not be obligated to accept, hear, render a decision upon, or provide any redress regarding a grievance not pursued in accordance with the provisions of this Article.
5. Except as otherwise may be provided in this Article, the Association, the District and any of the party shall each bear all of their own respective costs relative to their performance under this Article.

### B. PROCEDURE

1. Level One: Immediate Supervisor

Upon receipt of an initial grievance as provided under section A.2. above, the supervisor shall schedule a hearing to be held within five (5) regular workdays after receipt and shall notify the grievant not less than forty-eight (48) hours in advance as to the time and place of the hearing. The hearing decision shall be delivered within five (5) days after the date of hearing.

Appeal: The grievant may deliver an appeal through the Superintendent to level two within fourteen (14) days after the date of the hearing.

2. Level Two: Superintendent

Upon receipt of an initial grievance as provided under section A.2. above or an appeal as provided under C.1. above, the Superintendent shall schedule a hearing to be held within fifteen (15) days after receipt and shall notify the grievant not less than seventy-two (72) hours in advance as to the time and place of the hearing. The hearing decision shall be delivered within ten (10) days after the date of the hearing.

Appeal: The grievant may deliver an appeal through the Superintendent to level three within twenty (20) days after the date of the hearing.

3. Level Three: School Board

Within five (5) days after receipt of the Level Three Appeal, the Superintendent shall deliver the appeal to the Board President. The Board President shall schedule a hearing to be held within fifteen (15) days after receipt and shall notify the grievant not less than seventy-two (72) hours in advance to the time and place of the hearing. The hearing decision shall be delivered within ten (10) days after the date of the hearing.

Appeal: The grievant may deliver an appeal through the Superintendent to Level Four within twenty (20) days after the date of the hearing.

4. Level Four: Binding Arbitration

Within five (5) days of the Level Four appeal, the Association shall deliver a request to the American Arbitration Association (AAA) to furnish a list of seven (7) available arbitrators. Within five (5) days after receipt of the list, the Superintendent and Association President shall meet, and after the flip of a coin to determine who shall be first, shall alternately strike names from the list until one (1) remains who shall be the arbitrator. If the arbitrator so selected is unable to serve, a second list will be ordered from AAA and the process repeated.

Schedule: The arbitration hearing shall be within sixty (60) days after the date of the selection of the arbitrator. The grievant and the Superintendent shall be notified not later than twenty (20) days in advance as to the time and place of the hearing.

5. Introduction of New Evidence - No new witnesses, testimony, or other evidence may be introduced at Level Three unless the Superintendent receives from the Association President, or vice versa, not less than ten (10) days prior to the

hearing, written notice of the names of any new witnesses, the substance of any new testimony or other evidence, and copies of any new documents to be introduced. However, such notice shall not be required for rebuttal witnesses and evidence.

6. Rules - Except as may otherwise be specified under this Article, arbitration shall be conducted under the existing voluntary labor arbitration rules of the American Arbitration Association.
7. Decision - The arbitrator shall deliver the written decision to the Superintendent and the Association President within forty-five (45) days after the close of the hearing. The arbitrator shall make no decision that is contrary to Alaska law or this Agreement, nor shall the arbitrator have the authority to add to, subtract from, disregard, alter, or modify any provisions of this Agreement. Furthermore, the arbitrator shall not have the power to change any practice, policy, or rule of the District nor to substitute the arbitrator's judgment for that of the District as to the reasonableness or appropriateness of such practice, policy, or rule except as it may directly pertain to the specific grievance. In an award with a retroactive effect, the award may not have effect beyond the beginning of the contract year during which the grievance was filed. In rendering the decision, the arbitrator shall give due regard to the rights, powers, and responsibilities of the District under law and this Agreement and to the rights and privileges extended to the employees and the Association under law and this Agreement.
8. Restriction on Appeal - The decision of the arbitrator shall be final and binding upon the parties and no appeal may be taken except under the express provisions of Alaska law for appeals of arbitration decisions.
9. Expenses - The expense of acquiring the list of arbitrators, as provided in section B.4 above and the expenses charged by the arbitrator shall be borne equally by the District and the Association.

### **ARTICLE XIII—WAGES AND CLASSIFICATION**

#### **A. GENERAL PROVISIONS:**

1. New hires shall be placed on the wage range designated for the job description into which they have been hired.
2. Step placement shall be made by the hiring supervisor, with the approval of the Superintendent. The placement must be based on the employee's skills and qualifications, as documented by the employee's skills and qualifications, as documented by the employee's application materials and explained on the Request to Hire form.
3. Employees being transferred or promoted to a different job description shall be

moved to the wage range of the new position; step placement shall be determined by the hiring supervisor, per #2 above.

4. Salaried exempt positions shall be given an employee contract, which notes the exempt status and any other terms unique to that position. These positions will also be tied to the wage schedule, for purposes of annual wage increases, with the exception of the Business Manager, Facilities Director, and Personnel Officer positions.
5. Employees may be considered for promotion to a higher level job description (example: Custodian I to Custodian II), either when a person in that higher job description is needed and a staff member with exceptional performance has been identified, or when exceptional performance indicates that an employee is fulfilling the duties of the higher job description. Step placement shall be made by the hiring supervisor, with the approval of the Superintendent.

B. JOB CLASSIFICATIONS/RANGE PLACEMENT. The following Placement Schedule is subject to administrative review and change.

RANGE A

Tutor

Cook I

Custodian I

Temporary Maintenance Laborer (less than 6 months)

RANGE B

Cook II -Lead Cook

Secretary I

Purchasing and Inventory Clerk

RANGE C

Secretary II

Custodian II-Lead Custodian

Bilingual Instructor

Special Education Administrative Assistant

Teacher Aide

RANGE D

Title I Aide

Systems Technician I

Special Education Paraprofessional

Assistant Librarian

Cook II/Food Service Manager (non-supervisory)

RANGE E

Secretary III

Systems Technician II

Technology Aide

District Office Administrative Assistant

RANGE F

~~Payroll Clerk~~

Systems Technician III

RANGE G

AP/Purchasing Specialist

RANGE H

Maintenance Systems Foreman (non-supervisory)

Payroll Clerk

RANGE I

Technology Specialist

Program Coordinator I

Assistant Business Manager

RANGE J

Program Coordinator II

RANGE K

Social Worker

Information Technology Systems Administrator

*Business Manager, Facilities Director, Human Resources Manager, Technology Director, IT Sys  
Admin negotiated contract/exempt*

C. WAGE SCHEDULES

FY21-FY22 (CURRENT)												
C. WAGE SCHEDULES												
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
A	\$ 17.44	\$ 18.19	\$ 18.93	\$ 19.67	\$ 20.42	\$ 21.16	\$ 21.90	\$ 22.64	\$ 23.39	\$ 24.13	\$ 24.87	\$ 25.62
B	\$ 18.66	\$ 19.46	\$ 20.26	\$ 21.05	\$ 21.85	\$ 22.64	\$ 23.44	\$ 24.24	\$ 25.03	\$ 25.83	\$ 26.62	\$ 27.42
C	\$ 19.96	\$ 20.81	\$ 21.66	\$ 22.51	\$ 23.35	\$ 24.20	\$ 25.05	\$ 25.90	\$ 26.75	\$ 27.60	\$ 28.45	\$ 29.30
D	\$ 21.36	\$ 22.27	\$ 23.19	\$ 24.10	\$ 25.01	\$ 25.92	\$ 26.84	\$ 27.75	\$ 28.66	\$ 29.57	\$ 30.49	\$ 31.40
E	\$ 22.86	\$ 23.83	\$ 24.81	\$ 25.78	\$ 26.76	\$ 27.74	\$ 28.71	\$ 29.69	\$ 30.67	\$ 31.64	\$ 32.62	\$ 33.59
F	\$ 24.52	\$ 25.57	\$ 26.62	\$ 27.67	\$ 28.72	\$ 29.77	\$ 30.83	\$ 31.88	\$ 32.93	\$ 33.98	\$ 35.03	\$ 36.08
G	\$ 26.26	\$ 27.39	\$ 28.51	\$ 29.64	\$ 30.76	\$ 31.89	\$ 33.01	\$ 34.14	\$ 35.26	\$ 36.39	\$ 37.51	\$ 38.63
H	\$ 28.16	\$ 29.38	\$ 30.60	\$ 31.82	\$ 33.04	\$ 34.26	\$ 35.48	\$ 36.70	\$ 37.92	\$ 39.14	\$ 40.36	\$ 41.58
I	\$ 30.16	\$ 31.43	\$ 32.70	\$ 33.98	\$ 35.25	\$ 36.52	\$ 37.80	\$ 39.07	\$ 40.34	\$ 41.62	\$ 42.89	\$ 44.16
J	\$ 32.17	\$ 33.45	\$ 34.72	\$ 35.99	\$ 37.27	\$ 38.54	\$ 39.81	\$ 41.09	\$ 42.36	\$ 43.63	\$ 44.91	\$ 46.18
K	\$ 34.29	\$ 35.57	\$ 36.84	\$ 38.11	\$ 39.39	\$ 40.66	\$ 41.93	\$ 43.21	\$ 44.48	\$ 45.75	\$ 47.03	\$ 48.30
FY2023-FY2025												
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
A	\$ 17.83	\$ 18.60	\$ 19.36	\$ 20.11	\$ 20.88	\$ 21.64	\$ 22.39	\$ 23.15	\$ 23.92	\$ 24.67	\$ 25.43	\$ 26.20
B	\$ 19.08	\$ 19.90	\$ 20.72	\$ 21.52	\$ 22.34	\$ 23.15	\$ 23.97	\$ 24.79	\$ 25.59	\$ 26.41	\$ 27.22	\$ 28.04
C	\$ 20.41	\$ 21.28	\$ 22.15	\$ 23.02	\$ 23.88	\$ 24.74	\$ 25.61	\$ 26.48	\$ 27.35	\$ 28.22	\$ 29.09	\$ 29.96
D	\$ 21.84	\$ 22.77	\$ 23.71	\$ 24.64	\$ 25.57	\$ 26.50	\$ 27.44	\$ 28.37	\$ 29.30	\$ 30.24	\$ 31.18	\$ 32.11
E	\$ 23.37	\$ 24.37	\$ 25.37	\$ 26.36	\$ 27.36	\$ 28.36	\$ 29.36	\$ 30.36	\$ 31.36	\$ 32.35	\$ 33.35	\$ 34.35
F	\$ 25.07	\$ 26.15	\$ 27.22	\$ 28.29	\$ 29.37	\$ 30.44	\$ 31.52	\$ 32.60	\$ 33.67	\$ 34.74	\$ 35.82	\$ 36.89
G	\$ 26.85	\$ 28.01	\$ 29.15	\$ 30.31	\$ 31.45	\$ 32.61	\$ 33.75	\$ 34.91	\$ 36.05	\$ 37.21	\$ 38.35	\$ 39.50
H	\$ 28.79	\$ 30.04	\$ 31.29	\$ 32.54	\$ 33.78	\$ 35.03	\$ 36.28	\$ 37.53	\$ 38.77	\$ 40.02	\$ 41.27	\$ 42.52
I	\$ 30.84	\$ 32.14	\$ 33.44	\$ 34.74	\$ 36.04	\$ 37.34	\$ 38.65	\$ 39.95	\$ 41.25	\$ 42.56	\$ 43.86	\$ 45.15
J	\$ 32.89	\$ 34.20	\$ 35.50	\$ 36.80	\$ 38.11	\$ 39.41	\$ 40.71	\$ 42.01	\$ 43.31	\$ 44.61	\$ 45.92	\$ 47.22
K	\$ 35.06	\$ 36.37	\$ 37.67	\$ 38.97	\$ 40.28	\$ 41.57	\$ 42.87	\$ 44.18	\$ 45.48	\$ 46.78	\$ 48.09	\$ 49.39

Beginning in Fiscal Year (FY) 2020 (FY20) School Year (SY) 19-20 (SY19-20) – After Employees receive pay at Step 12 for a full year they shall receive a one percent (1%) increase to their hourly wage. This one percent (1%) increase shall occur annually thereafter.

Example 1: an employee who received Range D, Step 12 with hourly pay of \$31.40 for the entire year preceding SY19-20 shall receive the one percent (1%) increase and an hourly wage of \$31.71 effective the beginning of SY19-20.

Example2: an employee began receiving Range D, Step 12 with hourly pay of \$31.40 on 01 April 2019. This employee shall receive the one percent (1%) increase and an hourly wage of \$31.71 beginning 01 April 2020.

The District shall pay a Rural Differential Stipend on May 31st for each identified FY below. The District shall distribute this benefit equally amongst all classified staff who are employed for the

entire school year. Employees must receive paychecks for the entire SY, as appropriate for their job classification, to qualify for this benefit. Employees who begin their employment after the first student day of School will not qualify for this stipend until the next SY. [Employees who work less than 30 hours/week are eligible for a ½ share of the stipend, providing they meet all other criteria to qualify.](#) The Rural Differential Stipend payments are subject to retirement (PERS eligible) and shall count towards retirement calculations. The schedule for the Rural Differential Stipend for each FY / SY is:

~~FY20 / SY19-20~~ **FY23/SY22-23**- \$35,000

~~FY21 / SY20-21~~ **FY24/SY23-24**- \$30,000

~~FY22 / SY21-22~~ **FY25/SY24-25**- \$30,000

The Rural Differential Stipend payments provided for herein are for the term of this contract only and will not become part of the status quo in the event a successor agreement is not ratified by June 30, ~~2022~~**2025**.

**Nome Public Schools**  
**Classified Employees**  
**Sick Leave Bank Guidelines**

1. Initial membership in the bank shall be established by an initial investment of one day.
2. Days shall be invested on a non-refundable basis by voluntary action of any employee covered by this agreement who wishes to participate in the sick leave bank. The one-day deduction for membership to the bank will not be made until the participant has successfully completed probation (90 days from date of hire).
3. Deadline for admission into the bank shall be 30 days from the end of the probationary period.
4. When the accumulated balance of days in the bank falls below a figure equal to half the number of participants in the bank, each member shall automatically donate one additional day.
5. Participants in the bank shall be eligible to draw from the bank not more than twice the number of days of sick leave the employee has accumulated at the beginning of the school year of the illness up to a maximum of 25 days.
6. The sick leave records of an employee requesting days from the bank will be reviewed by the sick leave bank committee.
7. Participant's sick leave, personal leave, and annual leave balances must be exhausted before use of sick leave bank benefits start.
8. Sick leave bank days are available only for serious/catastrophic illnesses and injuries. Planned surgical procedures are not eligible. Normal pregnancies or maternity leave are not eligible for sick leave bank benefits.
9. A committee of three members representing the Association shall administer the bank.
10. Applications to withdraw days shall be submitted through payroll.
11. Forms and procedures shall be distributed by the Business Office.

NEGOTIATED AGREEMENT BETWEEN  
NOME CITY SCHOOL DISTRICT BOARD OF EDUCATION  
(BOARD)  
AND

NOME EDUCATION SUPPORT PROFESSIONALS ASSOCIATION  
(NESPA)

July 1, 2022 to June 30, 2025

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Sandy Martinson, President  
Nome Public Schools Board of Education

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Kathryn Osborn, President  
Nome Education Support Professionals Association

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## ARTICLE I- DEFINITIONS

1. Agreement: This document and the provisions contained therein setting forth terms and conditions of employment.
2. Association: is the Nome Education Support Professional Association or NESPA.
3. Association President: The President of the Association or the President's designee.
4. Board: is the school board of the District.
5. Confidential/Exempt employee: An employee who assists and acts in a confidential capacity to a person who formulates, determines, and effectuates management policies.
6. Date of receipt: The date of receipt of hand delivered, registered mail, certified mail or receipt of an email.
7. Day: A calendar day except as may otherwise be specified in the Agreement.
8. District: is the Nome Public School District, Nome City School District, or Nome Public Schools.
9. Extended family: A grandchild, grandparent, aunt, uncle, spouse's parents, brother/sister-in-law, nieces and nephews.
10. Grievance: Shall mean a claim of an alleged violation, including misapplication or misinterpretation, of this agreement by the District.
11. Grievant: shall mean an employee, a group of employees, or the Association filing a grievance.
12. Immediate family: A spouse; father and son or daughter (including step, foster); mother and son, or daughter (including step, foster); brother and sister.
13. Probationary Period: Shall extend for 90 work days. A probationary employee may be dismissed at any time during the probationary period at the discretion of the Superintendent for any cause deemed to be adequate.
14. Superintendent: The Superintendent of the District or their designee.

## **ARTICLE II- RECOGNITION**

- A. The Nome Education Support Professional Association (NESPA) is recognized by the Board as the exclusive bargaining agent for the Classified Employees/Education Support Professionals of the District. The following employees are excluded:
1. Management, supervisory and confidential employees - These staff have routine access to files and/or information that could create a conflict in the collective bargaining process. Currently, these job titles are: Business Manager, Facilities Director, Human Resources Manager (formerly Personnel Officer), Board Secretary/Administrative Assistant, IT Director, and IT System Administrator. Additional job titles may be added in the future.
  2. Temporary employees.
- B. This Agreement when ratified by the Board and the Association shall constitute terms of a negotiated contract between the Association and the Board specifying certain provisions for compensation, benefits and working conditions as set forth herein for Classified Employees/Education Support Professionals of the District.

## **ARTICLE III- AGREEMENT**

- A. SCOPE OF AGREEMENT: This Agreement is the sole and complete agreement between the Board and the Association and, as such, it is understood by both parties that no further negotiations concerning this specific agreement shall take place, except by mutual consent, until after January 1 of the fiscal year in which this Agreement terminates for the purpose of negotiating a successor Agreement.
- B. DURATION: This Agreement, and each of its provisions, is binding and effective on the date of ratification by both parties and will be effective from July 1, 2022 to June 30, 2025.
- C. CONFORMITY TO LAW: If any article or part of this Agreement is held to be contrary to law by a court of competent jurisdiction, or if compliance with or enforcement of any Article or part should be restrained by such court, the remainder of the Agreement shall not be affected thereby. The parties to this Agreement will meet within twenty (20) days of such holding to resolve the original intent within the parameters established by law. Any resolution agreed to by the parties will be signed and shall become addendum to this Agreement.

## **ARTICLE IV- NEGOTIATIONS**

- A. PROCEDURE
1. Negotiations may be requested by either party on wages, hours, and working conditions with such request being made between January 1 and March 15 of the school year during which the Agreement expires. Said notice shall be deemed to have been given when presented in writing and post marked by March 15 by return receipt requested or hand delivered from the Board President to the

Association President or from the Association President to the Board President or emailed between parties. If neither party gives written notice within the period specified, the expiration date of this agreement shall automatically be extended one (1) year.

2. The first meeting shall be held within twenty School (20) days after the receipt of the negotiations request at a place and time mutually acceptable by both parties. At this first meeting, ground rules will be established. Ground rules shall include the bargaining model to be used. A collaborative model may be selected. If traditional bargaining is selected at this meeting each side has twenty (20) days to submit its proposals to the other party.

**B. NEGOTIATING TEAMS**

1. A minimum of two (2) and no more than five (5) designated representatives of the Board will meet with a minimum of two (2) and no more than five (5) representatives of the Association for purposes of negotiation. Neither party will attempt to exert any control over the other's selection of its representatives.
2. The negotiations will be open unless both parties mutually agree to close the sessions. Consultants may be used as recognized experts to address a specific proposal or item under consideration by the parties.

**C. MEDIATION:** Mediation shall be conducted as provided by State Statutes (AS 23.40.190).

**D. RATIFICATION:** The Agreement will be ratified when a majority of both the Board and Association have voted to accept the Tentative Agreement.

**ARTICLE V- ASSOCIATION RIGHTS**

**A. MEMBERSHIP PAYROLL DEDUCTIONS:** The District shall deduct Association member dues for those employees requesting payroll deductions, beginning October 15<sup>th</sup> of each year in equal installments for pay periods through May 31<sup>st</sup> of the same school year.

Upon submission of an initial payroll deduction authorization form, payroll deductions of dues shall continue from year-to-year unless the Association member terminates, notifies the Association of a change in membership status, or submits a notice to the District rescinding his or her request for payroll deduction. The Association President shall inform the District in writing by September 15 of each year of the amount of annual dues to be deducted, and provide a copy of dues withdrawal authorizations for each new employee.

**B. COMMUNICATION:** The District will make available to the Association President a copy of the forthcoming Board meeting agenda and public information packet.

- C. **USE OF SCHOOL FACILITIES:** The Association may have the privilege to use school meeting facilities at reasonable times (e.g., outside the work day and lunch) when not otherwise needed for District or school use. No such meeting will be held which requires employees to leave their duty stations prior to the end of the normal working day. The Association shall pay for the reasonable cost of all charges to the District incident to such use. The administrator of the building in question shall be notified no less than twenty-four (24) hours in advance of the time and place of all meetings. The Association shall be permitted to post notices and other materials in places designated by the District for such purposes in school facilities.
- D. **EQUIPMENT:** The Association will be granted the use of the business machines of the District at reasonable times (e.g., outside the work day and lunch) when such equipment is not otherwise in use, provided, however, that the use of the school administrator's computer, and any computers or other equipment located in administrator offices shall not be permitted. The Association shall furnish paper and supplies related to such use, and shall pay the cost of all phone, fax, or other charges incident to such use at the time of use.
- E. **MAIL:** The Association shall have the right to post notices of activities and matters of Association concern in areas designated by the District for such purposes in each building or facility to which bargaining unit members are assigned. The Association shall have the right to use the inter-district mail system and mailboxes where available at each school. The District shall not be responsible for distribution of Association communications, or liable for any loss, damage or delay related to use of the mail system or mailboxes. All Association communications shall be clearly labeled as such and shall be distributed by an Association representative outside of working hours. The Association shall be responsible for any postage or other costs incident to such use.
- F. **ASSOCIATION LEAVE:** The Association shall be entitled to a total of five (5) days per calendar year of paid Association leave for its members. Association leave will be used at the discretion of the Association for members to attend official NEA-AK or NEA functions and training. In a negotiation year, additional days may be provided by mutual consent between the District and the Association for participating in negotiation sessions during the work day. Forty-eight hours written notice of the need for leave shall be given to the employee's immediate supervisor for approval.
- G. **POLICY MANUAL:** The District shall notify the association of any proposed changes to the Classified Employees' Policy Manual prior to action by the Board. The Classified Employees' Association shall have the right to review the changes which deal with Classified Employees policy. The District shall make a policy manual available for review by classified personnel at the employee's request during the regular working hours.

## **ARTICLE VI—GENERAL WORKING CONDITIONS**

- A. **VOLUNTEER TIME:** Classified Employees who have successfully completed the probationary period will be allowed to volunteer in the schools or in a school age child

related activity up to four (4) hours per month, with pay. This will not interfere with the employee's workload and will be at the discretion of the immediate supervisor. This leave must be requested in writing and absences documented accordingly on the employee's time sheet.

- B. CALL OUT: When an employee is called back to work after the completion of a regular shift, the employee shall be paid for such hours worked at the appropriate overtime rate. If the employee is called back to work, the employee is entitled to a minimum of two (2) hours pay at the appropriate overtime rate. If the hours worked exceed two (2) hours, the employee shall be entitled to overtime pay for all such hours worked.
- C. PAY PERIODS: Classified payroll shall be semi-monthly with the pay periods to be first to fifteenth and sixteenth to month end. Paydays are the last business day on or preceding the 15th of the month and the last business day of the month. Under this system there will be approximately a two-week delay between submission of time sheets and distribution of paychecks. Time sheets will be due the first business day following the end of each pay period.
- D. PHYSICAL/PSYCHOLOGICAL EXAMINATION: All Classified personnel are required to file medical examination forms according to Alaska State Statute 14.30.075 and School Board Policy 4212.4. The District may require a physical or other examination at any time. The District will reimburse the employee for the basic required physical or psychological examination upon receipt of a reimbursement request, which shall have attached proof of payment. Costs in excess of Norton Sound Health Corporation basic charges will not be reimbursed. At the Superintendent's discretion, a classified employee whose normal employment does not put them in direct contact with school children may be exempt from the physical examination requirement of this section.
- E. JOB DESCRIPTIONS: The District shall prepare job descriptions for all positions. A current copy of all job descriptions within the bargaining unit will be provided to the Association upon request.
- F. OVERTIME AND SHIFT DIFFERENTIAL:
  - 1. SHIFT DIFFERENTIAL: All employees whose workday starts at the beginning of or during a scheduled swing shift between the hours of 4:00 p.m. and 11:00 p.m. are entitled to an additional sixty (60) cents per hour for all hours worked in each such shift. All employees whose workday starts at the beginning of or during a scheduled graveyard shift between the hours of 11:00 p.m. and 4:00 a.m. are entitled to an additional eighty (80) cents per hour for all hours worked in each such shift.

2. OVERTIME: All overtime, holiday work, and shift differential time must be pre-approved by supervisor. Overtime will be calculated based on hours worked. Hours worked per day that exceed 8 hours will be subject to overtime. Hours worked per week that exceed 37.5 hours will be subject to overtime. Holidays and paid leave will be excluded from overtime calculations.

G. LONGEVITY BONUS: Classified employees of the District shall accrue Longevity bonus benefits equal to two (2) days for each calendar year of service to the District. Only employees with five (5) or more years of continuous service will be eligible to receive this payment. Upon completion of five (5) years continuous service, payment will be made on the December 15 immediately following and each December 15 thereafter as long as continuous service remains. The maximum payment of \$5000 will remain in place for the first year. Payment will be subject to all required state and federal withholdings.

Longevity Bonus Calculation Example:

An employee has a hire date of January 3, 2012 and has continuous service with the District. This employee obtains 5 years of service on January 3, 2017. On December 15, 2017 this employee qualifies for Longevity Bonus payment of 10 days wages (5 years total continuous service multiplied by 2 days for each year) at their current daily rate, up to a maximum of \$5,000. The following year on December 15, 2018, this same employee would qualify to receive a longevity bonus payment of 2 days wages for the additional year of work from January 3, 2017 through January 3, 2018; the following year on December 15, 2019, he or she will be entitled to receive a longevity bonus payment of 2 days wages for the additional year of work from January 3, 2018 to January 3, 2019, and so on and so forth. Longevity bonus payments are not compounded.

H. WELLNESS:

1. A classified employee and his/her immediate family may use the equivalent of a 90-punch pool pass per year.
2. To further promote wellness the District agrees to provide use of school gym and weight room facilities for wellness activities for classified employee and their immediate families. No family member may access school facilities without the supervision of the classified employee.
3. The activities in the schools must be pre-approved by the site administrator and scheduled through the appropriate person for each school.
4. The employees agree to follow the established building use procedures which include restoring the environment and securing the building, and to post a classified employee use schedule in the classified employee's workroom to encourage others to join in their activities.
5. The privilege may be revoked for those users not in compliance with the procedures.

- I. **MILEAGE REIMBURSEMENT:** Mileage shall be reimbursed at the current IRS rate per mile for those employees using personal vehicles for district business.
- J. **SCHOOL CLOSURE:** In the event of a school closure, Classified Employees will follow the appropriate procedure listed below:
1. If the school is closed for the whole day, and the day is forgiven by the Department of Education, Classified Employees will receive full pay for that day without having to make it up or take leave.
  2. If school is closed for the whole day and that day is to be made up, Classified Employees must either make up the day or take leave. If the make-up day is only a minimum day, a Classified Employee will receive a full day pay or be docked a full day leave dependent on whether or not they work on the make-up day.
  3. If the school closure is for a partial day (either a late start or early dismissal has been ordered) the Classified Employee is required to work only those hours school is in session but will receive a full day pay.
  4. If the school closure is designated as a Remote Learning Day, the Classified Employee will follow the District's Remote Learning Procedure per notification to/discussion with their direct supervisor.
  5. Since most school closures occur because of weather or some mechanical failure of the heating system or other life/comfort support system, Maintenance Personnel are required to be at their work stations to remove snow, open fire lanes or to restore mechanical systems. The language contained in the SCHOOL CLOSURE section will be applied, or not applied, to the Maintenance Personnel on a case-by-case basis.
- K. **EVALUATIONS:** Employees will be evaluated annually by their supervisor of Record, as designated by the Superintendent or his/her designee. Employees will have five working days to respond to an evaluation in writing. No written response will be a representation of agreement with the evaluation. The written responses to an evaluation will be placed in the Employee's personnel file with the evaluation.
- L. **PERSONNEL FILES:** An employee (or designee with the employee's written authorization) may inspect his or her permanent personnel file by appointment and, upon request, will be provided one (1) copy of said contents. Personnel file review must take place in the presence of the personnel file custodian. Any materials placed in the personnel file which is derogatory to an employee's conduct, character, or personality, shall be filed with documentation reflecting that the employee has had the opportunity to read and initial

the material. The employee shall have the right to make a written statement relative to the derogatory materials placed in the file within five (5) workdays of receiving notice of the derogatory material. Any such written statement will be placed in the file with the derogatory material.

### **ARTICLE VII—DISCIPLINE**

- A. JUST CAUSE: The District may discipline for just cause as described in Board Policy 4218. The grounds for disciplinary action will be presented to the employee in accordance with Board Policy.
- B. RESPONSE TO DISCIPLINE: Any Classified Employee who takes exception to a written disciplinary action may submit a written response to the District’s Human Resources Manager, with a copy to his/her immediate supervisor, within five (5) work days, which will be placed in the bargaining unit member's personnel file, together with a copy of the written disciplinary action issued by the administration. A bargaining unit member who files an exception shall not be precluded from also seeking resolution through the grievance procedure.

### **ARTICLE VIII—LEAVE AND HOLIDAYS**

- A. PAID HOLIDAYS: For those employees required by their supervisor to work on any holiday recognized by the Board as a legal holiday he/she will be paid at their normal rate of pay and shall be compensated at the overtime rate for the actual hours worked. Employees must be in a pay status (not leave without pay) the work day before and the work day after a holiday in order to receive holiday pay. The paid legal holidays are:
  - 1. New Year's Day
  - 2. Memorial Day
  - 3. Independence Day
  - 4. Labor Day
  - 5. Thanksgiving Day
  - 6. Day after Thanksgiving Day
  - 7. Christmas Eve Day
  - 8. Christmas Day.
- B. PERSONAL LEAVE: Personal Leave with pay consisting of up to three (3) days per year will be granted to a permanent seasonal (school term) Classified Employee. Part-time permanent seasonal (school term) employees will receive a pro-rated personal leave amount based on their hours per day. For those employees hired after the start of the school year, personal leave will be pro-rated. Personal leave shall be limited to no more than ten (10) days accumulation. Personal leave will be paid only to employees filling a permanent seasonal position. Application for personal leave is made to and granted by the Superintendent. Unused personal leave at termination of employment has no cash value. Leave Without Pay is unavailable while employees have a Personal Leave balance.

- C. ANNUAL LEAVE -- PERMANENT FULL-TIME EMPLOYEES: Permanent full-time twelve (12) month Employees of the District shall accrue one and one-half (1 ½) days paid annual leave per month worked for the first twenty-four months of employment. Following an employee's second anniversary of employment with the District, the accrual rate shall be adjusted to credit an additional leave day for the year. This schedule of increasing the accrual rate for annual leave shall continue until the employee accrues a maximum of thirty (30) days of annual leave per year. Annual leave shall only accrue for periods when the employee is on pay status and will be pro-rated accordingly. Leave Without Pay is unavailable while employees have an Annual Leave balance.

Notwithstanding the foregoing, Classified Employees who, as of July 1, 2018 had accrued 25 days of annual leave shall remain at that level of leave accrual until they reach ten years of service, at which time the employee's leave will be calculated as set forth above. Example, an employee who was entitled to 25 days of leave as a five-year employee as of July 1, 2018, will continue at that level of leave accrual until he or she reaches ten years of service, at which time that employee's leave accrual will increase to 26 days. Employees who had accrued 28 days of annual leave as of July 01, 2018, shall remain at that level of leave accrual until they reach thirteen years of service, at which time the employee's leave accrual shall increase at the above rate. Employees who had accrued 34 days of annual leave as of July 1, 2018 will be allowed to continue.

Except in the case of emergencies, an employee must provide a minimum of twenty-four (24) hours notice of a desire to take annual leave to his or her supervisor in charge of approving leave as determined by the District. The employee may take leave at times mutually agreed upon between the employee and his/her supervisor. Should a supervisor deny a request for annual leave that is made at least one (1) week in advance of the requested leave, the employee, if he/she so desires, may appeal the supervisor's denial to the next highest authority in the District. Such appeal procedure shall end at the Superintendent level.

1. There shall be no accrual of annual leave during any monthly pay period during which an employee is absent without approved leave.
2. Accrued leave will not be available for use until the classified employee has successfully completed his/her (90) ninety-day probationary period.
3. An employee appointed for a position of a temporary nature (duration of fewer than twelve (12) consecutive months) or appointed for a part-time position shall not accrue leave credit.
4. Each department head shall establish such policies and procedures as are necessary in the school to assure that all employees are able to schedule and take accrued annual leave.

5. Each employee shall take at least 1/2 of their annual accrual during each fiscal period beginning July 1 and ending June 30. It is the responsibility of each department head to assure that each employee is given the opportunity to use this leave.
6. Any employee provided the opportunity to use at least 1/2 of their annual accrual and who does not use this leave, shall have the unused portion deducted from the employee's leave balance.
7. Annual leave accrued but not used, shall accumulate to a maximum of not more than sixty (60) days on July 1 of any calendar year. Unused leave in excess of the maximum at the close of business on July 2 of any calendar year shall be cancelled.
8. Employees who have in excess of twenty (20) days of annual leave shall, upon written request to the superintendent, receive payment for accrued but unused annual leave up to a maximum of fourteen (14) days in any calendar year. Additional days may be granted in demonstrated hardship cases. The employee's leave balance shall be reduced by the number of days for which payment is made. Such withdrawal shall not eliminate the employee's obligation to use 1/2 of their annual accrual leave per calendar year, nor shall the days withdrawn take the place of the days of annual leave, which the employees are required to take. If the employee does not request annual leave or chooses to not take the mandatory leave, the untaken portion of 1/2 of their accrued mandatory leave required in item #5 will be deducted from the leave balance without payment.
9. The maximum payment amount of annual leave that may be cashed out upon termination, resignation, or retirement is \$10,000. Employees hired prior to July 1, 2003 and with annual leave accrual amounts in excess of \$10,000 as of June 30, 2003, shall be capped at their June 30, 2003 annual leave accrued dollar amount. Payment will be made upon termination, based on the employee's current annual leave balance, in an amount not to exceed \$10,000, or the amount established on June 30, 2003, whichever is greater.
10. Request for use of Annual Leave of (3) three days or less requires (48) forty-eight hours notice for approval. Request for use of more than (3) three days of annual leave requires (2) two weeks notice for approval. In case of emergency, exceptions to both may apply.

D. SICK LEAVE: Permanent Full-time, Permanent Part-Time, & Seasonal Full-time, & Seasonal Part-Time employees are entitled to paid sick leave benefits. Sick leave is accrued each pay period as follows:

- i. Employees normally working 7.5 hours per day will accrue five (5) hours of sick leave per pay period.
  - ii. Employees normally working 7.0 hours per day will accrue 4.65 hours of sick leave per pay period.
  - iii. Employees normally working 6.5 hours per day will accrue 4.35 hours of sick leave per pay period.
  - iv. Employees normally working 6.0 hours per day will accrue 4.0 hours of sick leave per pay period.
  - v. Employees normally working any other hours per day will accrue sick leave at the rate of 0.066 hours per hour worked.
1. Sick leave will accrue from the first (1st) day of employment.
  2. Sick leave may be used when the employee is required to be absent from work due to the employee or the employee's immediate family member residing in the employee's household and for necessary medical, dental, audio, vision, and mental health examinations for the employee or immediate family member residing in the employee's household that cannot be scheduled outside of regular working hours. Elective medical treatment that can be scheduled during vacations or when school is out for the summer without substantial detriment to the employee, shall not be eligible for sick leave. If the employee's absence exceeds three (3) consecutive days, a physician's statement may be required.
  3. Each year, employees with a minimum of twenty (20) days of accrued sick leave as of May 15 may exercise an option to be paid for up to fifteen (15) days at 50 % of the employee's current wage rate. The employee's sick leave balance after the cash out shall not go below ten (10) days. Requests for sick leave cash out must be made in writing to payroll. Payments will be made on or before June 30. Employees electing to cash out sick leave will be limited in their access to the sick leave bank to the limit of SLB allowances less any sick leave days cashed out in the previous four years.

Effective July 1, 2003, the full sick leave cash-out option was eliminated. Only individuals employed at the close of business on June 30, 2003 who had a sick leave balance of 240 or more hours will be eligible for this payment. The maximum payment is capped at the employee's June 30, 2003 accrued dollar amount. Payment will be made upon termination based on the employee's current sick leave balance, in an amount not to exceed the amount established on June 30, 2003. The employee must request this payment in writing to payroll.

4. Bereavement Leave: Bereavement leave may be used by an employee in the case of death or serious illness in the immediate or extended family. The leave used shall be charged to the employee's sick leave balance and is limited to five (5) days. It shall further be provided that if the circumstances of death or serious illness in the

immediate or extended family requires travel outside the City of Nome, two (2) additional days shall be allowed.

### **ARTICLE IX—TRAINING**

- A. EDUCATION ASSISTANCE: To the extent possible and dependent on available funding the District will pay for training required to meet state and federal requirements.

### **ARTICLE X—INSURANCE**

- A. LIFE INSURANCE: The District will provide 100% premiums for permanent full-time and permanent seasonal employees for life insurance at the current level of \$10,000 and \$20,000 accidental death. Part-time permanent and seasonal employees are not eligible for life insurance.
- B. HEALTH INSURANCE: Health insurance premiums for permanent full-time and permanent/seasonal employees will be paid for by the District. Eighty-five percent (85%) of insurance premiums shall be paid by the District. Fifteen percent (15%) of the premiums shall be paid by the employee. The District shall not be responsible for any additional costs associated with an employee's election of coverage beyond the percentage split identified above. If a committee is formed to review District Employee Health Plans, a Classified Employee representative will be given an opportunity to participate.

Health insurance premiums for part-time permanent/seasonal employees will be paid for by the District. Employees must work at least 30 hours/week to be eligible for health insurance. The District will pay 85% of the total premium, while the employee is responsible for 15% of the premium.

### **ARTICLE XI-- HIRING PRACTICES**

- A. JOB POSTINGS: Job postings will be done in District for (5) workdays prior to advertising outside the District. Permanent classified employees may be promoted to fill a vacant position if the position is at a higher range than that currently held by the employee.
- B. SUBSTITUTE EMPLOYMENT: The District will recognize classified employees that cover/substitute for another classified employee in a higher range for more than twenty (20) work days shall be paid at the higher rate for the specified time. This will be addressed on a case-by-case basis.
- C. REDUCTION IN CLASSIFIED STAFF WORK FORCE: When applicable, seniority shall be taken into consideration when conducting layoffs.
- D. REHIRE AFTER LAYOFF: Any Classified Employee who has been laid off by the District shall be placed on a rehire list for a period of one year from the effective date of layoff. Notification of open bargaining unit positions shall be given to individuals on the rehire list by email or mail at the address on file with the District at the time of layoff, at

least five (5) calendar days before the position is publicly posted. In the event an employee applies for the position of which they were notified under this section, salary placement shall be based upon applicable job experience and qualifications for the position.

## **ARTICLE XII—GRIEVANCE PROCEDURE**

### A. GENERAL PROVISIONS

1. The grievant shall be entitled to be represented at all levels of the grievance procedure.
2. An initial grievance shall be in writing, shall set forth with reasonable specificity the facts of the grievance, shall identify the provision(s) of the Agreement alleged to have been violated, shall state the specific redress sought and shall be signed by the grievant.
3. The initial grievance shall be delivered to the grievant's immediate supervisor not later than twenty (20) days from the date that the grievant knew or should have known of the alleged violation.
4. The District shall not be obligated to accept, hear, render a decision upon, or provide any redress regarding a grievance not pursued in accordance with the provisions of this Article.
5. Except as otherwise may be provided in this Article, the Association, the District and any of the party shall each bear all of their own respective costs relative to their performance under this Article.

### B. PROCEDURE

#### 1. Level One: Immediate Supervisor

Upon receipt of an initial grievance as provided under section A.2. above, the supervisor shall schedule a hearing to be held within five (5) regular workdays after receipt and shall notify the grievant not less than forty-eight (48) hours in advance as to the time and place of the hearing. The hearing decision shall be delivered within five (5) days after the date of hearing.

Appeal: The grievant may deliver an appeal through the Superintendent to level two within fourteen (14) days after the date of the hearing.

#### 2. Level Two: Superintendent

Upon receipt of an initial grievance as provided under section A.2. above or an appeal as provided under C.1. above, the Superintendent shall schedule a hearing to be held within fifteen (15) days after receipt and shall notify the grievant not less than seventy-two (72) hours in advance as to the time and place of the hearing. The hearing decision shall be delivered within ten (10) days after the date of the hearing.

Appeal: The grievant may deliver an appeal through the Superintendent to level three within twenty (20) days after the date of the hearing.

3. Level Three: School Board

Within five (5) days after receipt of the Level Three Appeal, the Superintendent shall deliver the appeal to the Board President. The Board President shall schedule a hearing to be held within fifteen (15) days after receipt and shall notify the grievant not less than seventy-two (72) hours in advance to the time and place of the hearing. The hearing decision shall be delivered within ten (10) days after the date of the hearing.

Appeal: The grievant may deliver an appeal through the Superintendent to Level Four within twenty (20) days after the date of the hearing.

4. Level Four: Binding Arbitration

Within five (5) days of the Level Four appeal, the Association shall deliver a request to the American Arbitration Association (AAA) to furnish a list of seven (7) available arbitrators. Within five (5) days after receipt of the list, the Superintendent and Association President shall meet, and after the flip of a coin to determine who shall be first, shall alternately strike names from the list until one (1) remains who shall be the arbitrator. If the arbitrator so selected is unable to serve, a second list will be ordered from AAA and the process repeated.

Schedule: The arbitration hearing shall be within sixty (60) days after the date of the selection of the arbitrator. The grievant and the Superintendent shall be notified not later than twenty (20) days in advance as to the time and place of the hearing.

5. Introduction of New Evidence - No new witnesses, testimony, or other evidence may be introduced at Level Three unless the Superintendent receives from the Association President, or vice versa, not less than ten (10) days prior to the hearing, written notice of the names of any new witnesses, the substance of any new testimony or other evidence, and copies of any new documents to be introduced. However, such notice shall not be required for rebuttal witnesses and evidence.

6. Rules - Except as may otherwise be specified under this Article, arbitration shall be conducted under the existing voluntary labor arbitration rules of the American Arbitration Association.
7. Decision - The arbitrator shall deliver the written decision to the Superintendent and the Association President within forty-five (45) days after the close of the hearing. The arbitrator shall make no decision that is contrary to Alaska law or this Agreement, nor shall the arbitrator have the authority to add to, subtract from, disregard, alter, or modify any provisions of this Agreement. Furthermore, the arbitrator shall not have the power to change any practice, policy, or rule of the District nor to substitute the arbitrator's judgment for that of the District as to the reasonableness or appropriateness of such practice, policy, or rule except as it may directly pertain to the specific grievance. In an award with a retroactive effect, the award may not have effect beyond the beginning of the contract year during which the grievance was filed. In rendering the decision, the arbitrator shall give due regard to the rights, powers, and responsibilities of the District under law and this Agreement and to the rights and privileges extended to the employees and the Association under law and this Agreement.
8. Restriction on Appeal - The decision of the arbitrator shall be final and binding upon the parties and no appeal may be taken except under the express provisions of Alaska law for appeals of arbitration decisions.
9. Expenses - The expense of acquiring the list of arbitrators, as provided in section B.4 above and the expenses charged by the arbitrator shall be borne equally by the District and the Association.

### **ARTICLE XIII—WAGES AND CLASSIFICATION**

#### **A. GENERAL PROVISIONS:**

1. New hires shall be placed on the wage range designated for the job description into which they have been hired.
2. Step placement shall be made by the hiring supervisor, with the approval of the Superintendent. The placement must be based on the employee's skills and qualifications, as documented by the employee's skills and qualifications, as documented by the employee's application materials and explained on the Request to Hire form.
3. Employees being transferred or promoted to a different job description shall be moved to the wage range of the new position; step placement shall be determined by the hiring supervisor, per #2 above.
4. Salaried exempt positions shall be given an employee contract, which notes the exempt status and any other terms unique to that position. These positions will also be tied to the wage schedule, for purposes of annual wage increases, with the

exception of the Business Manager, Facilities Director, and Personnel Officer positions.

5. Employees may be considered for promotion to a higher level job description (example: Custodian I to Custodian II), either when a person in that higher job description is needed and a staff member with exceptional performance has been identified, or when exceptional performance indicates that an employee is fulfilling the duties of the higher job description. Step placement shall be made by the hiring supervisor, with the approval of the Superintendent.

B. **JOB CLASSIFICATIONS/RANGE PLACEMENT.** The following Placement Schedule is subject to administrative review and change.

RANGE A

Tutor

Cook I

Custodian I

Temporary Maintenance Laborer (less than 6 months)

RANGE B

Cook II -Lead Cook

Secretary I

Purchasing and Inventory Clerk

RANGE C

Secretary II

Custodian II-Lead Custodian

Bilingual Instructor

Special Education Administrative Assistant

Teacher Aide

RANGE D

Title I Aide

Systems Technician I

Special Education Paraprofessional

Assistant Librarian

Cook II/Food Service Manager (non-supervisory)

RANGE E

Secretary III

Systems Technician II

Technology Aide

District Office Administrative Assistant

RANGE F

Systems Technician III

RANGE G

AP/Purchasing Specialist

RANGE H

Maintenance Systems Foreman (non-supervisory)

Payroll Clerk

RANGE I

Technology Specialist  
 Program Coordinator I  
 Assistant Business Manager  
 RANGE J  
 Program Coordinator II  
 RANGE K  
 Social Worker  
 Information Technology Systems Administrator

*Business Manager, Facilities Director, Human Resources Manager, Technology Director, IT Sys Admin negotiated contract/exempt*

C. WAGE SCHEDULES

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
A	17.83	18.60	19.36	20.11	20.88	21.64	22.39	23.15	23.92	24.67	25.43	26.20
B	19.08	19.90	20.72	21.52	22.34	23.15	23.97	24.79	25.59	26.41	27.22	28.04
C	20.41	21.28	22.15	23.02	23.88	24.74	25.61	26.48	27.35	28.22	29.09	29.96
D	21.84	22.77	23.71	24.64	25.57	26.50	27.44	28.37	29.30	30.24	31.18	32.11
E	23.37	24.37	25.37	26.36	27.36	28.36	29.36	30.36	31.36	32.35	33.35	34.35
F	25.07	26.15	27.22	28.29	29.37	30.44	31.52	32.60	33.67	34.74	35.82	36.89
G	26.85	28.01	29.15	30.31	31.45	32.61	33.75	34.91	36.05	37.21	38.35	39.50
H	28.79	30.04	31.29	32.54	33.78	35.03	36.28	37.53	38.77	40.02	41.27	42.52
I	30.84	32.14	33.44	34.74	36.04	37.34	38.65	39.95	41.25	42.56	43.86	45.15
J	32.89	34.20	35.50	36.80	38.11	39.41	40.71	42.01	43.31	44.61	45.92	47.22
K	35.06	36.37	37.67	38.97	40.28	41.57	42.87	44.18	45.48	46.78	48.09	49.39

Beginning in Fiscal Year (FY) 2020 (FY20) School Year (SY) 19-20 (SY19-20) – After Employees receive pay at Step 12 for a full year they shall receive a one percent (1%) increase to their hourly wage. This one percent (1%) increase shall occur annually thereafter.

Example 1: an employee who received Range D, Step 12 with hourly pay of \$31.40 for the entire year preceding SY19-20 shall receive the one percent (1%) increase and an hourly wage of \$31.71 effective the beginning of SY19-20.

Example 2: an employee began receiving Range D, Step 12 with hourly pay of \$31.40 on 01 April 2019. This employee shall receive the one percent (1%) increase and an hourly wage of \$31.71 beginning 01 April 2020.

The District shall pay a Rural Differential Stipend on May 31st for each identified FY below. The District shall distribute this benefit equally amongst all classified staff who are employed for the entire school year. Employees must receive paychecks for the entire SY, as appropriate for their job classification, to qualify for this benefit. Employees who begin their employment after the first student day of School will not qualify for this stipend until the next SY. Employees who work less than 30 hours/week are eligible for a ½ share of the stipend, providing they meet all other criteria to qualify. The Rural Differential Stipend payments are subject to retirement (PERS eligible) and shall count towards retirement calculations. The schedule for the Rural Differential Stipend for each FY / SY is:

FY23/SY22-23- \$35,000

FY24/SY23-24- \$30,000

FY25/SY24-25- \$30,000

The Rural Differential Stipend payments provided for herein are for the term of this contract only and will not become part of the status quo in the event a successor agreement is not ratified by June 30, 2025.

**Nome Public Schools**  
**Classified Employees**  
**Sick Leave Bank Guidelines**

1. Initial membership in the bank shall be established by an initial investment of one day.
2. Days shall be invested on a non-refundable basis by voluntary action of any employee covered by this agreement who wishes to participate in the sick leave bank. The one-day deduction for membership to the bank will not be made until the participant has successfully completed probation (90 days from date of hire).
3. Deadline for admission into the bank shall be 30 days from the end of the probationary period.
4. When the accumulated balance of days in the bank falls below a figure equal to half the number of participants in the bank, each member shall automatically donate one additional day.
5. Participants in the bank shall be eligible to draw from the bank not more than twice the number of days of sick leave the employee has accumulated at the beginning of the school year of the illness up to a maximum of 25 days.
6. The sick leave records of an employee requesting days from the bank will be reviewed by the sick leave bank committee.
7. Participant's sick leave, personal leave, and annual leave balances must be exhausted before use of sick leave bank benefits start.
8. Sick leave bank days are available only for serious/catastrophic illnesses and injuries. Planned surgical procedures are not eligible. Normal pregnancies or maternity leave are not eligible for sick leave bank benefits.
9. A committee of three members representing the Association shall administer the bank.
10. Applications to withdraw days shall be submitted through payroll.
11. Forms and procedures shall be distributed by the Business Office.

## SCHOOL BOARD COMMUNICATION

**Title: Approval of NES Playground Repairs**

**Date: June 14, 2022**

**Administrator: Jamie Burgess, Superintendent**

**Attachments: Q Trucking Quote, Southpaw Quote**

**Action Needed**    **For Discussion**    **Information**    **Other**

## BACKGROUND INFORMATION

The Nome Elementary School playground and surrounding fence are in need of repairs from wear and tear as well as changes in elevation. The fence has numerous holes and the posts need to be replaced in several areas, and we recommend that the entire fence be replaced at this point in time for safety reasons. This will allow us to re-open the pedestrian gate during the summer for community access. The playground area needs to be re-graded due to several sinkholes and ponds appearing in the spring with snowmelt. In addition, we will work on lessening the angle of the entry ramp from the school to the playground.

Q Trucking provided a lower quote for the gravel, grading and top dressing in areas where needed (such as under the playground structure), and Southpaw Services will provide the fencing materials and installation and oversee the overall project.

The cost of the project will come out of the district's CIP fund.

## ADMINISTRATIVE RECOMMENDATION

The administration recommends approval of a quote from Q Trucking for gravel and grading for the NES Playground not to exceed \$26,000 and a quote from Southpaw Services for fencing replacement at the NES Playground for \$93,002.50.

**Sample Motion: I move to approve a quote from Q Trucking for gravel and grading for the NES Playground not to exceed \$26,000 and a quote from Southpaw Services for fencing replacement at the NES Playground for \$93,002.50.**

South Paw Services

# SPS Estimate

P.O BOX 2002  
[Nome,AK 99762]  
(907)304-5228

<b>estimate</b>	<b>DATE</b>
5422	5/4/2022

**BILL TO**

Nome Public School  
Att. NPS/ Mark Casey  
1057 East 5th Ave  
Nome, AK 99762

<b>terms</b>	
net 30	SPS Dirtwork & Fencing Project

<b>Due Date</b>
-----------------

1. Please note that any acts of God, and or any unforeseen events could result in schedule change, price change as well as other job factors
2. All work to be completed in a professional manner according to standard practices. In the event of any dispute, the venue shall take place in Nome, AK
3. In the event of pollutants such as fuels or hazardous materials found on job site once dirt work begins, SPS will not be held responsible
4. If Hazardous material appears or is found SPS will stop work and NPS will directly engage in a qualified hazmat contractor as SPS is not qualified for Hazmat work for this project
5. Please see pricing break down on next page

If terms seem reasonable please send back with a signature page with NPS signature and SPS will sign as well

|

## Nome Elementary Dirtwork and Fence Repair Phase A

Gravel, Trucking and Heavy Equipment Cost	Cost
<p>This price includes the total gravel price to re add a minimum 6" to larger fill with various types of gravel depending on the depression. Re grading will take place around existing playground boarder. SPS will also spread a thin final top layer of similar gravel that already exists on the playground for the finish grade. SPS will also be adding gravel to re grade the dirt ramp slope to make less step and accessible for heavy equipment access as well as safety. Please note This also includes all needed gravel to mix with concrete to help with fence post as well as used for grading of playground.</p>	\$ 49,750.00
Tools/Other Equipment Cost	Cost
<p>This will include the cost of all safety equipment needed for project as well as temporary fencing and other specialty tools to install new fence. This will also include concrete to help in setting post and any other items to help fence integrity</p>	\$ 7,000.00
Fencing Materials and Shipping Cost	Cost
<p>This price includes the total cost of ordering and shipping, logistics of all post, chain link fence, siding for inside existing fence under the building and other needed hardware or specialty pieces to construct a new fence. The new fence will have the same layout as the old Fence. There will be a 3ft door access door as well as a separate gate that will be a 12' equipment gate for access of heavy equipment and other maintenance vehicles. The post will be put in the ground at about 2-3' with a layer of concrete in the bottom of al corner post as well as post for or around the access gates. The depth of the holes could change due to ground conditions. But will at a minimum be between 2-3' in the ground with backfilling and compacting</p>	\$ 34,590.00
Labor and SPS Fee	Cost
<p>This includes all employee's/ Foreman working for SPS. This will include, all dirtwork, siding and fencing to complete project. as well a \$5,000 SPS fee charged for, sourcing of matrials, running total job, physcial labor, performing all paperwork , gathering permits, surveying and more that go into this project</p>	\$ 49,000.00
Fuel charge	Cost
<p>5% fuel charge. This will be fuel for all Heavy equipment, generators and other items on the Job that SPS will be using</p>	\$ 2,412.50
Intial Down Payment	Payment
<p>Down Payment to source equipment, labor, materials etc.</p>	\$ 40,000.00

Subtotal	\$ 142,752.50
City Tax 5%	\$ 7,137.63
<b>TOTAL</b>	<b>\$ 149,890.13</b>
Deposit	\$ 40,000.00



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## FW: Playground Quote

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Mark Casey <Mark.Casey@nmsusa.com>  
To: Jamie Burgess <jburgess@nomeschools.org>

Mon, Jun 6, 2022 at 1:12 PM

Here is the Q trucking quote for NES. I would add \$10K for unforeseen conditions and the topping gravel, but it is a deal  
.What is the Southpaw fence #?

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**From:** Q Trucking <qtrucking@gci.net>  
**Sent:** Monday, June 6, 2022 11:43 AM  
**To:** Mark Casey <Mark.Casey@nmsusa.com>  
**Subject:** Playground Quote

**[EXTERNAL MESSAGE - CAUTION]**

This email originated outside of our organization, please be careful with links or attachments

Mark,

I did a walkthrough on the playground and estimate about 900 cubic yards of 3/4" fill to level the dips and sinkholes at a cost of \$17.00 per yard, delivered and placed, for a total of \$15,300. We had also discussed at my site visit they may want some small rock put on top in some areas. I do have some 3/8" to 1/4" rock that could be available for \$30.00 per cubic yard, delivered and placed if that is something you want to do. If you have any questions or comments please do not hesitate to call.

Charles Reader

Owner

Q Trucking

907-443-2388

[Quoted text hidden]

## SCHOOL BOARD COMMUNICATION

**Title: Approval of Purchase of Maintenance Vehicle**

**Date: June 14, 2022**

**Administrator: Jamie Burgess, Superintendent**

**Attachments: Sample Vehicle and Shipping Quote**

**Action Needed**    **For Discussion**    **Information**    **Other**

## BACKGROUND INFORMATION

The administration is recommending replacement of the oldest vehicle in the maintenance fleet, which is the 2005 Chevrolet K2500 vehicle. With the current fast moving vehicle market, we are asking the Board to approve a not to exceed purchase, as vehicles are often gone from the lot within days. A sample quote for a vehicle and shipping are attached.

The cost of the project will come out of the district's CIP fund.

## ADMINISTRATIVE RECOMMENDATION

The administration recommends approval of the purchase of a new vehicle for maintenance at a cost not to exceed \$70,000.00.

**Sample Motion: I move to approve the purchase of a new vehicle for maintenance at a cost not to exceed \$70,000.00.**



Date: 06/06/2022

<b>Requested by:</b> Brittney Heinrich	<b>Phone:</b> (907) 443-6206_x_____	<b>Origin:</b> Anchorage, AK	<b>Destination:</b> Nome, AK
<b>Company:</b> Nome School District	<b>Fax/Email:</b> bheinrich@nomeschools.org	<b>Ship date:</b>	<b>Bid Date:</b>
<b>Address:</b> PO Box 131	<b>Prepared by:</b> Courtney Atkinson	<b>Preparer phone:</b> 206-892-2641	<b>Preparer email:</b> courtney@Lynden.com
<b>City, state, zip:</b> Nome, AK 99762	<b>Description:</b> 2022 Chevy Silverado		

				Ship date:									
Origin: Anchorage, AK			POL: ANCHORAGE		POD: NOME		Destination: Nome, AK			Dock to Dock			
Qty	Item No.	Pkg. Type	Description	Length	Width	Height	Weight	Min Qty	Rated As	Rate	Basis	Estimate	Ttl. Weight
1	1740-002	EACH	Breakbulk - 2022 Chevy Silverado	24' 11"	6' 9"	6' 3"	4,600	1	24.92	\$375.00	PLF	\$9,345.00	4,600
			Fuel Surcharge (WW); subject to the rate in effect at the time of shipment.							15.00	PCT	\$1,401.75	
				SFT: 168.19 / CFT: 1051.17						SUBTOTAL:		\$10,746.75	4,600
				SFT: 168.19 / CFT: 1051.17						TOTAL ESTIMATE:		\$10,746.75	4,600

Vehicles received for shipment must not have over one-quarter (1/4) tank combustible fuels. Vehicles received containing more than 1/4 tank of fuel will be assessed an Excess Fuel Drain charge as per Carrier's tariff STB AKMR 100, series, Rule 987.

Automobiles must be prepaid in full prior to shipment.

If through no fault of the carrier, vehicle is inoperable, a charge of \$243.00 will be assessed.

**For shipments requiring pre-payment, please remit check payments to:**

AML  
P.O. Box 34026  
Seattle, WA 98124-1026

Online payments can be made at <http://www.lynden.com/pay/>

**Fuel Surcharge:** Rates are subject to Carrier's applicable fuel surcharge in effect at the time of shipment.

**ESTIMATE:** Rates and charges stated herein are estimates only based on the shipment specifications provided, including, but not limited to, cargo description, dimensions, and weight, as well as requested origin and destination points, and shall not be construed as a tariff. Freight charges shall be assessed based on the actual weight, dimensions and services provided as verified when cargo is received.

Carrier's liability shall be limited as outlined in Alaska Marine Lines's STB AKMR RULES TARIFF 100 (available online at www.lynden.com); cargo valued at \$75,000 or greater will be assessed an additional charge of 2% of the total value as declared on the bill of lading.

CREDIT: Until you have been approved for credit with Alaska Marine Lines, you will be required to pre-pay your freight charges in full.

For the hub ports of Dutch Harbor, Naknek, Dillingham, Bethel, Nome, and Kotzebue, Alaska Marine Lines' equipment must be made available at the dock by 30 calendar days (including weekends and holidays) following initial delivery or prior to our next barge arrival. Alaska Marine Lines equipment destined for Western Alaska villages must be made available at the traditional barge landing by 45 days (including weekends and holidays) following initial delivery. If the equipment is not available, the Bill-to Party will be responsible for demurrage charges of \$7.00 per day for 20' equipment and \$10.00 per day for 40' equipment which will accrue until the equipment is picked up by the Carrier on the next subsequent arrival.

Rates herein are valid for 30 days from the date shown above.

**Machinery items deemed by Carrier to be deck stow cargo shall be shipping on a space available basis only.**

Cargo is transported on open deck barge. Shipper is responsible to sufficiently pack or prepare goods to withstand the normal rigors of barge transportation. Please visit our website for packaging instructions, available at <http://www.lynden.com/aml/tools/tariffs-and-forms.html>.

**FOR ALL SHIPMENTS GOING FROM SEATTLE TO WESTERN ALASKA:** Please deliver cargo to AML YARD 5: 6110 West Marginal Way SW, Seattle, WA 98106. Toll-Free: 1-800-426-3113

**FOR SHIPMENTS FROM ANCHORAGE TO WESTERN ALASKA:** Please deliver cargo to 660 Western Drive, Anchorage, AK 99501. Toll-Free: 1-800-426-3113

**FOR ALL SHIPMENTS TO or FROM KODIAK:** Carrier does not have scheduled service to Kodiak at this time. Please contact our Customer Service group at CSWAKHI@Lynden.com for our latest schedule prior to booking cargo.

All services are subject to the standard terms and conditions of our Surface Transportation Board tariff (available at <http://www.lynden.com/terms-conditions.html>) and the bill of lading published therein. Any bill of lading or other shipping document issued shall not be effective to the extent it conflicts with our terms and conditions. By shipping with Alaska Marine Lines, you are acknowledging acceptance of our terms and conditions.

Please make a Booking with Customer Service and reference quote number to ensure proper rating.

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Estimate is based on current rates. Actual freight charges shall be subject to increases and surcharges in effect at the time of shipment.

Consolidation charges are applied as a flat charge per 20' container (\$315.00) or 20' platform (\$459.00), which includes consolidation and physical transfer of the cargo from Shipper's vehicle, plus an additional per bill of lading charge of \$23 for non-hazardous cargo or \$68 for hazardous cargo; charges are not subject to fuel surcharge.

Carrier's liability under the Extended Liability program shall be subject to a maximum limitation of \$75,000 per Package (as that term is defined in section 2 of Carrier's bill of lading) or, for Goods not deemed a Package, \$75,000 for all Goods identified on any single bill of lading issued by Carrier. The charge for any excess valuation declaration shall be two percent (2%) of the value so declared and inserted in the bill of lading.



# Vehicle Locator

## Detail Report for Customer

SWICKARD CHEVROLET BUICK GMC OF ANCHORAGE  
 1300 E FIFTH AVE, ANCHORAGE, AK, 99501  
 907-279-9641

Customer/Company: Jonathan Duarte- Nome School District Sales Consultant: Timothy Kelley

Address:

Vehicle #1: 2022 Chevrolet 1500 Silverado	VIN/Order #	MSRP	Stock #
	3GCUDEED9NG526984	\$55,620.00	NG526984
<b>Additional Vehicle Information</b>		- 9,100.00	
<b>GM Marketing Information</b>			

Body Style: CK10543-4WD, Short Crew  
 PEG: 1SP-RST Preferred Equipment Group  
 Primary Color: GAZ-Summit White  
 Trim: H0U-1WT/1LT/1SP/2LT/1FL/1LS-Cloth, Jet Black, Interior Trim  
 Engine: L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T  
 Transmission: MHT-10-Speed Automatic

*Handwritten:* \$46,520.00 +

*Handwritten:* Exempt DMV

Options: 1SP-RST Preferred Equipment Group  
 A2X-Power Seat Adjuster (Driver's Side)  
 AKO-Glass, Deep Tinted  
 AU3-Power Door Locks  
 AVJ-Keyless Open & Keyless Start  
 AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature  
 B30-Floor Covering: Carpet, Color Keyed  
 BTV-Remote Engine Starting Pkg  
 C49-Defogger, Rear Window, Electric  
 C5Y-GVW Rating 7100 Lbs  
 CJ2-Climate Control, Electronic - Multi-zone  
 DLF-Mirrors, O/S: Power, Heated  
 DP6-Mirrors, Outside, Body Color Cap  
 E63-Durabed  
 FE9-Federal Emissions  
 G80-Auto Locking Differential, Rear  
 GAZ-Summit White  
 GU5-Rear Axle: 3.23 Ratio  
 H0U-1WT/1LT/1SP/2LT/1FL/1LS-Cloth, Jet Black, Interior Trim  
 IOK-Chevrolet Infotainment, Enhanced connectivity 2.0  
 JHD-Hill Descent Control  
 K05-Engine Block Heater  
 K34-Cruise Control  
 K47-Heavy Duty Air Filter  
 KA1-Heated Seats, Front  
 KC4-Cooler, Engine Oil  
 KI3-Heated Steering Wheel  
 KI4-120 Volt Electrical Receptacle, In Cab  
 KNP-Transmission Cooling System  
 KW7-Alternator, 170 AMP  
 L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T  
 MHT-10-Speed Automatic

N10-Dual Exhaust System  
 NP5-Steering Wheel: Leather Wrapped  
 NQH-Transfer Case: Active, 2-Speed, Auotrac, Rotary Dial  
 NZZ-Skid Plate  
 PCL-1LT/1SP/2LT Convenience 1 Package  
 PDU-1LT/1SP All-Star Edition  
 QK1-Standard Tailgate  
 QT5-Tailgate Function--EZ Lift, Power Lock & Release  
 RCV-Wheels: 18" Aluminum Bright Silver  
 RFQ-Focused Ordering Configuration  
 SAF-Spare Tire Lock  
 T3U-LED Fog Lamps, Front  
 TQ5-Headlamps, Intellibeam  
 U2K-SiriusXM Satellite Radio (subscription)  
 UBI-2-USBs, Second Row Charge/Data Ports  
 UE1-OnStar Communication System  
 UE4-Following Distance Indicator  
 UEU-Sensor, Forward Collision Alert  
 UF2-Lighting, Cargo Box, LED  
 UHX-Lane Keep Assist/Departure Warning  
 UHY-Automatic Emergency Braking  
 UK3-Radio Controls -Steering Wheel  
 UKJ-Sensor, Front Pedestrian Braking  
 UQF-Speaker System: Standard Sound System  
 UTJ-Theft Protection System, Unauthorized Entry  
 UVB-Rear Vision Camera, HD  
 V76-Recovery Hooks  
 VK3-Front License Plate Mounting Provisions  
 XCK-Tires: 265/65 R18 All Terrain, Blackwall  
 XCQ-Tire, Spare: 265/70 R17 All Season, Blackwall  
 Z71-Suspension Package: Off-Road  
 Z82-Trailer Package

### Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

## SCHOOL BOARD COMMUNICATION

**Title: Approval of Increase in Fuel Purchase Cost**

**Date: June 14, 2022**

**Administrator: Jamie Burgess, Superintendent and Genevieve Hollins, Business Manager**

**Attachments: N/A**

**Action Needed**    **For Discussion**    **Information**    **Other**

## BACKGROUND INFORMATION

The City of Nome opted not to lock in fuel prices in April or May for the fall barge delivery. With the current rising prices and the volatile state of the market for petroleum products, combined with current predictions that fuel oil prices may increase by the time that the barge lands this fall, the district would like to request that the City lock in prices now, as opposed to waiting to see if the prices will fall by the time the barge arrives. This does mean an increase to the current budget for fuel costs. The price for fuel oil quoted by the City Manager effective June 8<sup>th</sup> was \$4.84/gallon; therefore the District is asking for approval for an increase in the budget of \$175,000 to cover any increase for a price lock as of the date of June 15<sup>th</sup>.

The district should be receiving additional funds to the Capital Improvement Fund from the Major Maintenance funding from the state for reimbursement projects; this overage can be covered by moving funds from CIP in a future FY23 budget revision at the August Board meeting.

## ADMINISTRATIVE RECOMMENDATION

The administration recommends approval of an increase to the purchase cost of fuel for FY23 of \$175,000.

**Sample Motion: I move to approve the increase to the purchase cost of fuel for FY23 of \$216,000.**