

## Regular Board Meeting

Tuesday, December 8, 2020 5:30 PM

Zoom

- A. **Call to Order**
  - 1. Pledge of Allegiance
  - 2. Nome Public Schools Mission Statement
  - 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: November 10, 2020
  - 2. Approval of November 2020 Disbursements
  - 3. Personnel Report
- C. **Awards and Presentations**
  - 1. Introductions of Guests & Visitors
  - 2. Students of the Month
  - 3. Teacher of the Month
  - 4. Support Staff of the Month
- D. **Opportunity for Public Comments on Agenda/Non-agenda Items**  
(3 minutes per speaker, 30 minutes aggregate)
- E. **Superintendent Report**
- F. **Information & Reports**
  - 1. Student Representative Report
  - 2. Principal Reports
  - 3. Director Reports
  - 4. Business Manager Report
- G. **Second Public Comment Opportunity**  
(Individuals are limited to three minutes each.)
- H. **Action Item**
  - 1. Approval of Geotechnical Services Agreement
  - 2. Approval of Updated Reduction In Force Plan
- I. **Executive Session**
  - 1. Superintendent Evaluation Part I
- J. **Board and Superintendent's Comments & Committee Reports**
- K. **Upcoming Events:**
  - Tuesday, January 12, Regular Meeting, 5:30 pm, NES Commons/Zoom
  - Tuesday, January 26, Work Session, 5:30 pm, NES Commons/Zoom
  - Tuesday, February 9, Regular Meeting, 5:30 pm, NES Commons/Zoom
  - Tuesday, February 23, Work Session, 5:30 pm, NES Commons/Zoom
- L. **Adjournment**



## *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.



**Personnel -School Board Report  
December 8, 2020  
Cynthia Gray, NPS HR Manager**

**PERSONNEL ACTIONS (December 2020)**

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

1. Beverly Reichen-New Hire- SPED Teacher/ACSA (Start Date 01/04/2021)

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

1. Karrie Barone-New Hire/ Payroll Clerk/DO
2. Ethan Seeganna- Classroom Paraprofessional/NES-Termination/Resignation

Current Certified vacancies for the 2020-2021 school year:

1. Music/Art K-5
2. Music/Drama 6-12
3. Special Education Teacher 6-12

Current Classified vacancies for the 2020-2021 school year:

1. Special Education Paraprofessional (multiple) (NBMHS/NES)
2. Special Education Administrative Assistant (DO)
3. Classroom Paraprofessional (ACSA)

**PERSONNEL PROJECTS**

No Update.

**EMPLOYEE BENEFITS**

No update

Respectfully submitted by,

*Cynthia Gray*



Nome Public Schools  
Superintendent Report  
Jamie Burgess  
December 8, 2020

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1. On Monday, November 23<sup>rd</sup>, NPS shifted to Condition Red for the remainder of Fall Semester in response to the outbreak of cases in Nome proper. The timing was fortuitous, as the case count rose rapidly in the immediate weeks following. The principals reported that staff generally felt much more prepared for the change in instruction compared to the unanticipated shutdown in March, and while we are still ironing out a few wrinkles, instruction continues apace to finish out the semester. The District is still providing in-person services to a small number of high-risk students or students receiving special education services; a number of parents were offered this opportunity but declined due to safety concerns. The focus over the next few weeks will be to wrap up the semester, with a focus on high school students completing assignments and earning credit for their fall classes. The District still plans to continue Distance Learning through the first week of spring semester (January 4-8), and will monitor the pandemic situation during this week. There are still some concerns about a possible increase in cases immediately after the Christmas Break, so it is possible distance learning may have to be extended an additional week or two. However, given the current situation and how the handling by NSHC, Public Health and the City Council appears to be bringing the outbreak back under control, we are optimistic that students will once again be welcomed back into our buildings.

We are also watching the situation with COVID-19 vaccines closely; the State has indicated that education staff will be considered in the second tier of priority individuals for vaccination after healthcare workers. There are still important considerations; the vaccine cannot be mandated for staff since it will only be authorized and not approved by the FDA, and it is not authorized for use in children under 18. This means that we will likely need to continue to utilize Personal Protective Equipment (PPE) such as masks and face shields, along with social distancing and other mitigation measures through the end of the school year. However, if a significant number of the adult population of Nome chooses to receive the vaccine, the risk for our children to be exposed would likely be very minimal.

2. I am pleased to report that Sitnasuak Native Corporation has approved a funding request for the College and Career Guide position for the 2021-2022 school year. The District submitted a request for multiple projects, mainly from Nome-Beltz Middle/High School; the Guide position was the only project awarded funds. A formal award letter and a check in the amount of \$90,000 are forthcoming from SNC. The unfunded projects may be submitted to the NSEDC Community Shares program when announced later in the school year.

3. Attached for the Board's information are draft State and Federal Legislative Priorities for the upcoming legislative sessions. While the majority are carried forward from prior years, the addition of the Hold Harmless funding priority specifically addresses the funding issues created by the COVID-19 pandemic, and the Federal Legislative priority addresses the dire need for connectivity infrastructure for homes in our community, which were brought into stark prominence during the March 2020 shutdown, and continue to impact how we deliver instruction while we are currently in Condition Red. I have a phone meeting with Senator Dan Sullivan's



Nome Public Schools  
Superintendent Report  
Jamie Burgess  
December 8, 2020

office scheduled for December 8<sup>th</sup> to discuss this issue along with Kimberly Haskins, Superintendent for Lower Kuskokwim School District, and Sarah Sledge, Executive Director for the Coalition for Educational Equity (for which I am currently serving as Vice President of the Board).

Legislative advocacy will look very different for the coming session; however, with video conferencing tools becoming more common, we will likely still have plenty of opportunity to testify and work with our local legislators. I plan to schedule a video conference with both Senator Olson and Representative Foster prior to Winter Break to touch base and briefly discuss our projected legislative priorities and district needs.

4. Attached for the Board's information is a draft letter for submittal to the City Council in January outlining the District's capital requests/priorities for the 2021-2022 school year. Due to the failure of the Alaska legislature to adequately fund (or indeed fund at all) major maintenance projects for districts across the state, we have two important projects which are several years old, but are currently too high of a cost for the District to fund internally. We hope the Council will consider funding all or part of these important safety/energy efficiency projects.

5. Attached for the Board's information is a revised Administrative Regulation (AR) which accompanies BP 6154 (Homework/Makeup Work). The existing AR is 17 years old, and best practices research on effective homework needs to be reflected. In addition, some modifications to the suggested time better reflect current expectations and practices. Both the "redline" and the final version are attached.

2021 Nome Public Schools Board of Education  
Legislative Priorities

**2021 State Legislative Priorities**

The Nome Public Schools Board of Education has chosen the following priority areas for the 2021 Legislative Session. We will focus our advocacy efforts with the Alaska Legislature around the following:

1) Early, Adequate and Predictable Funding for Education

The Board supports full and predictable funding for education, which should provide adequate revenue to cover the actual cost of education in all districts, allowing for inflation and increasing costs, and including all initiatives, laws and mandates that require additional costs and services. In addition, forward funding and early notification of funding is crucial to allow for recruitment and retention of quality educators and administrators in today's challenging job market.

2) Funding of School Capital/Major Maintenance Projects

Nome Public Schools currently has well over \$6 million dollars in needed capital improvement projects, due to aging facilities and systems. Reinstatement of school bond reimbursements and full funding of projects submitted through the Capital Improvement Program are crucial to ensuring our school facilities are safe and providing the best possible environment for learning. Ensuring adequate funding for needed construction of teacher housing facilities is also a high priority item that impacts the ability of the district to recruit and retain quality staff.

3) Hold Harmless Funding Plan for COVID-19 Response

The COVID-19 pandemic resulted in a significant fluctuation in enrollment for the FY21 school year, with many students shifting from brick and mortar enrollment to correspondence/homeschooling programs. The current Hold Harmless statute protects districts from rapid enrollment losses, but does not address shifts to homeschooling or the loss of intensive needs students. Nome Public Schools is advocating for a legislative change that provides FY21 Hold Harmless Funding at 100% of the entire Foundation Formula based on FY20 OASIS enrollment counts. This will allow districts to honor employment and other contract commitments which were made for FY21.

4) Early Childhood Education Funding

The Board places a high priority on funding quality pre-Kindergarten programs, including supports for early literacy efforts. Children entering kindergarten who have participated in pre-K programs (including Head Start) demonstrate a high degree of kindergarten readiness and

reading achievement. Pre-K programs provide needed early literacy skill development, social skills, and physical skill development.

#### 5) Culturally Responsive Education and Language Revitalization

Nome Public Schools calls upon the Alaska Legislature to support indigenous language revitalization efforts by supporting immersion programs for students, as well as programs which build language knowledge for school staff. Alaska Native students deserve culturally responsive classrooms and school settings, where their culture, language and knowledge are an integral part of every day instruction. Professional development for all staff regardless of whether they come from within the community or out of the state is vital. In addition, legislation and funding that supports efforts to grow a local teaching force from within the community would ensure more stable and culturally knowledgeable educators.

It is crucial to the achievement of Alaska Native students when identity is validated through content and methods, and they are motivated and successful when they see themselves reflected in their classrooms and schools. Curriculum which reflects students' cultural identity is often lacking in schools, as textbooks and supplemental materials reflect Western views and values. Modifying curriculum and supplemental materials requires additional time and funding, but results in students who feel engaged and connected to their schools.

#### 6) Social, Emotional and Mental Health of Children

Alaska students experience high rates of adverse childhood experiences and childhood trauma. These experiences negatively impact education, health and safety, and long-term outcomes for our children. Support and funding for school counselors, social workers, and school psychologists is needed as well as professional development for educators and parents in trauma-sensitive and trauma-preventative practices in order to assist children in regulating emotions, developing coping skills, and forming strong positive relationships with adults. Recent efforts focused on the social/emotional learning of students must be continued and expanded, especially those based in community partnerships.

Nome Public Schools also embraces the concept of wellness and a whole child approach. Children who are taught to connect their mind, body and spirit through grounding in cultural beliefs and practices have healthy attitudes and make healthy life choices. We support instruction and curriculum that promote these practices.

#### 7) Attracting and Retaining Quality Educators and Administrators

Teacher and leadership turnover hampers progress on district initiatives and negatively impacts student achievement. Alaska students deserve knowledgeable, stable, and committed teachers, principals and support staff, who are culturally grounded in their local communities. Adequate funding of school systems to allow districts to provide competitive salaries, control of health care costs, following through on commitments to the TRS/PERS pension systems, and high quality teacher preparation programs through the University system are all key to developing Alaska's

teacher workforce. Adequate, affordable teacher housing is a crucial factor in this area, and is lacking in Nome and the Bering Strait Region in general.

#### 8) Literacy and Reading Achievement

The Board of Education recognizes that reading is a fundamental skill for all students, and one of the most important focus areas for any school. Professional development and support for teachers at all levels in the area of effective reading instruction is a high priority, and ensuring that teacher preparatory programs provide a strong foundation for teacher candidates in reading instruction is crucial for the future of Alaska's students. Nome Elementary School was recently designated as a Comprehensive Support school due to more than 75% of grade 3-6 students demonstrating below grade level achievement on the reading portion of the state assessment, resulting in renewed efforts and commitment of resources on the part of the district to address this need. Nome Public Schools recognizes that a strong partnership between school districts and the State focused on literacy is crucial to improving student achievement outcomes, and encourages the Legislature to find ways to support reading outcomes for the children of Alaska.

#### **2021 Federal Legislative Priorities**

The Nome Public Schools Board of Education has chosen the following priority areas for the 2021 Legislative Session. We will focus our advocacy efforts with the Federal Legislature around the following:

##### 1) Infrastructure for Affordable High-Speed Internet

It is critical that we recognize the increasing need for Alaskan students, educators, and leaders to have equitable access to the digital world both inside and outside of the school environment. While advances have been made to allow rural school districts to access more bandwidth for in-school connectivity, the inability of students to have similar access from their homes creates barriers for completing homework, accessing online learning platforms for K-12 and higher education learning, and the ability to keep up with their peers in more suburban or urban communities. Communities where infrastructure is extremely limited or non-existent tend to be disproportionately minority and low-income, exacerbating the "digital divide

Nome Public Schools supports the federal E-Rate program, which provides matching funds up to a 9:1 ratio for low-income districts, but also support efforts to provide more flexibility for districts receiving E-Rate funding to support home access for students. Nome Public Schools also supports efforts by the federal government to increase infrastructure capabilities through a variety of incentives and public/private partnerships in an effort to provide all communities with equitable access to affordable, reliable, and high speed internet.





# Nome Public Schools

P.O. Box 131 • Nome, Alaska • 99762  
(907) 443-2231 • Fax 443-5144

Jamie Burgess, Superintendent  
jburgess@nomeschools.org  
(907)-443-6191

January 12, 2020

Mr. Glenn Steckman, City Manager  
City of Nome  
102 Division Street  
Nome, AK 99762

RE: District Capital Requests for FY22

Dear Mr. Steckman:

Nome Public Schools hereby requests that the City of Nome consider the following capital project priorities for the 2021-2022 school year. The Alaska Legislature has failed to provide any capital funding for school major maintenance projects for the past several years, and the outlook for funding for the coming school year remains poor.

Priority #1: Beltz Campus Generator and Electrical Service Replacement \$1,600,000

The Beltz Campus (Nome-Beltz High School, the Beltz Apartments, District Office/Anvil City Science Academy/District Dorm, and NPS Shop Complex) has a back-up emergency generator which is undersized for the complex, and is insufficient to allow the high school to act as an emergency shelter for the community in the case of major disasters. The generator is also housed in a portion of the maintenance shop with inadequate ventilation, resulting in evacuation of all maintenance staff every time the generator is active. The project will also include the cost of transformers and power lines for the project. Attached to this request is a portion of the Capital Improvement Project application submitted to the State of Alaska, including a cost estimate for the project.

Priority #3: DDC Control System Replacement \$2,200,000

The district's DDC control system's computers experienced a catastrophic event and had to be wiped clean. Some functionality was recently restored, but the programs are obsolete and running on an outdated operating system that is no longer supported. HVAC and air handling adjustments are currently done primarily manually, resulting in inefficient use of manpower and higher energy costs. The project will purchase and install the most current versions of the programs, add the district office building to the network, and include needed parts and actuators to upgrade the system. Attached to this request is a portion of the Capital Improvement Project application submitted to the State of Alaska, including a cost estimate for the project.

On behalf of the children and staff of Nome Public Schools, I appreciate the City's consideration of these requests for the 2021-2022 school year. If any further information is needed, please do not hesitate to let me know.

Sincerely,

Jamie Burgess  
Superintendent  
Nome Public Schools

DRAFT

*Priority No. 5 - Nome-Beltz Jr/Sr High School Generator Replacement*

## Alaska Department of Education & Early Development

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**3d. Project description/Scope of work.** The project description/scope of work narrative is a required element of this application (Reference AS 14.11.013(c)(3)(A)). Ensure project aligns with selected funding category.

### **Project description**

In the space below, provide a clear, detailed description of the project. At a minimum, include the following:

- Facilities impacted by the project
- Age of facility/system(s)
- Facility/system conditions requiring capital improvement
- Explain why this project is not preventive maintenance
- Other discussion describing project

The community of Nome is located along the Bering Sea on the south coast of the Seward Peninsula, facing Norton Sound approximately 539 air miles northwest of Anchorage. January temperatures range from -3 to 11 °F; July temperatures are typically 44 to 65 °F. Average annual precipitation is 18 inches, with 56 inches of snowfall.

The Nome Beltz campus was originally constructed in 1962 and consists of several buildings. Three of the original buildings including Building A (the main high school building), Building D, and Building E (boiler building) are still in use today. The main portion of Building B, housing the Gym and Pool was constructed in 1973, two smaller additions constructed later. Building F, a Quonset built in 1980, is also located on the campus.

The campus is currently served by a diesel backup generator installed in a space along the west wall in Building E. The district has been told by the fire marshal that after the building was enlarged to house the water treatment equipment, the generator space needs to be fire rated, and is in violation. This generator itself dates back to the original construction in 1962, making it now over 55 years old. While it is still operable, it is well past its service life. Its reliability, especially over an extended time, is questionable.

At 100kw, the generator's output is far too small to fully power the campus. In the event of an outage, the generator powers backup circuits to Buildings A, B(+C), D, and E. These allow only minimal lighting and mechanical/electrical equipment to remain in operation. While this is meant to keep the buildings from freezing, it is not enough to support the educational program. This means that in any kind of an extended outage, the school has to shut down. Once power is restored, district maintenance personnel are forced to reset/restart much of the equipment in the buildings. This can be problematic in cold weather.

In 2017, the district contracted with RSA Engineering to design a project to replace this equipment. Their design proposes to replace the existing generator with a new 350kw set, sized to take the entire electrical load. The new unit would be a prepackaged generator, including automatic transfer switch, in its own weathertight enclosure to be located outside the north side of Building A. The generator will provide power to the other buildings through the existing overhead lines. As part of this, two new padmount transformers will be installed. One to step voltage from the pole down to the generator for the safety of district personnel, and the second, to step power back up from the generator. These will also be located outside Building A, near the new generator enclosure. Installation of the transformers and required modifications of the existing overhead power lines will be by the local utility as part of the contract work.

A copy of the 65% design development drawings and specifications are included in the attachments.

# Alaska Department of Education & Early Development

## SEC. 7: COST ESTIMATE

**Cost estimate for total project cost** (Up to 30 points)

**7a. Project cost estimate** Complete the following tables using the Department of Education & Early Development's current Cost Model edition or an equivalent cost estimate. Completion of the tables is mandatory.

Percentages are based on construction cost. See Appendix C for additional information. If the project exceeds the recommended percentages, provide a detailed justification for each item exceeding the percentage. The total of all additive percentages should not exceed 130%. If the additive percentages exceed 130%, a detailed explanation must be provided or the department will adjust the percentages to meet the individual and overall percentage guidelines.

Table 7.1. TOTAL PROJECT COST ESTIMATE					
Project Budget Category	Maximum % without justification	I Prior AS 14.11 Funding	II Current Project Request	III % of Total Construction Cost	IV Project Total
CM - By Consultant <sup>1</sup>	2 - 4%		40,295	3.00%	40,295
Land <sup>2</sup>	n/a				0
Site Investigation <sup>2</sup>	n/a				0
Seismic Hazard <sup>3</sup>	n/a				0
Design Services	6 - 10%		80,590	6.00%	80,590
Construction <sup>4</sup>	n/a		1,343,173	100.00%	1,343,173
Equipment & Technology <sup>2,5</sup>	up to 4%			0.00%	0
District Administrative Overhead <sup>6</sup>	up to 9%		80,590	6.00%	80,590
Art <sup>7</sup>	0.5% or 1%			0.00%	0
Project Contingency	5%		67,159	5.00%	67,159
<b>Project Total</b>	<b>up to 130%</b>	<b>\$0</b>	<b>\$1,611,808</b>	<b>120.00%</b>	<b>\$1,611,808</b>

1. Percentage is established by AS 14.11.020(c) for consultant contracts (Maximum allowed percentage by total project cost: \$0-\$500,000 – 4%; \$500,001- \$5,000,000 – 3%; over \$5,000,000 – 2%).
2. Include only if necessary for completion of this project; address need in the project description (Question 3d). Amounts included for Land and Site Investigation costs need to be supported in the cost estimate discussion (Question 7c), and supporting documentation should be provided in the attachments.
3. Costs associated with assessment, design, design review, and special construction inspection services associated with seismic hazard mitigation of a school facility. This amount needs to be provided by a design consultant, and should not be estimated based on project percentage.
4. Attach detailed construction cost estimate and life cycle cost if project is new-in-lieu-of-renovation.
5. Equipment and technology costs should be calculated based on the number of students to be served by the project. See the department's publication, *Guidelines for School Equipment Purchases* for calculation methodology (2016). Technology is included with Equipment.
6. Includes district/municipal/borough administrative costs necessary for the administration of this project; this budget line will also include any in-house construction management cost, reduced for CM percentage.
7. Only required for renovation and construction projects over \$250,000 that require an Educational Specification (AS 35.27.020(d)).



## Alaska Department of Education & Early Development

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**3d. Project description/Scope of work.** The project description/scope of work narrative is a required element of this application (Reference AS 14.11.013(c)(3)(A)). Ensure project aligns with selected funding category.

### **Project description**

In the space below, provide a clear, detailed description of the project. At a minimum, include the following:

- Facilities impacted by the project
- Age of facility/system(s)
- Facility/system conditions requiring capital improvement
- Explain why this project is not preventive maintenance
- Other discussion describing project

The community of Nome is located along the Bering Sea on the south coast of the Seward Peninsula, approximately 539 air miles northwest of Anchorage. January temperatures range from -3 to 11 °F; July temperatures are typically 44 to 65 °F. Average annual precipitation is 18 inches, with 56 inches of snowfall.

The Nome Elementary School is a 61,605SF facility, built in 1987. The Nome Beltz campus was originally constructed in 1962 and consists of several buildings. Three of the original buildings, including Building A (the main high school building), Building D (district office and charter school), and Building E (boiler building) are still in use today. The main portion of Building B, housing the Gym and Pool was constructed in 1973, with two smaller additions, including the new cafeteria, constructed later.

The existing DDC systems at both the Beltz campus and at the Elementary were Honeywell XL5000 controls that have not been supported by the manufacturer for years. District personnel are unclear about their exact age. Some of the controllers had been updated about 2003, and it is certain that the head end equipment and software are at least that age. Unfortunately, these machines were taken over by an unauthorized outside party in fall 2018 due to the outdated security of the system. The Elementary system was wiped, and the Beltz system was pulled from service by the district's IT staff to prevent further danger to the district's network. At that time, all DDC programming for the buildings was lost. As these systems are now obsolete and completely unsupported, the Honeywell people have stated that the software and programming no longer be reloaded and restored.

At this point, the building controls are running only in a default mode, and the district has very little control of the systems to make heating or ventilation changes. Maintenance staff have tried to work around the issues as best they can, but there is simply not much they can do. The buildings are uncomfortable for the occupants, and are much less energy efficient than they should be.

In 2019, the district has sought quotes for equipment to replace the non-operational controls, and get back to some sort of a functional system. These estimates varied greatly, from \$147k to just put a new Honeywell front end on the old existing controllers, to \$710k to replace the controls with a Delta system, to \$846k to replace the controls with a Siemens system. Meridian Systems made clear that the quote for the upgraded Honeywell equipment was basically just a "phase1", and that further ongoing work would be expected to replace the remaining existing controllers. The other two quotes included more substantial replacement.

## Alaska Department of Education & Early Development

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While less expensive initially, the district did not believe that leaving the old controllers in place was reasonable at this point. They are many years old already, and are outdated technology. In addition, some of the controllers have already failed, and would need to be replaced anyway. At best this was seen as a short term and short sighted solution, that would put the district back in the same situation again much too soon.

Unfortunately, the previous quotes received had been difficult to compare, as the systems and proposed scope of work had varied substantially between them. In order to get a better and more independent assessment of the existing situation, the district enlisted the services of RSA Engineering in the fall of 2019. The mechanical engineer traveled out to the school sites to look at the existing controls and better understand the district's needs for correcting the problems that had plagued the facilities. After evaluating the facilities, RSA recommended that the existing controls be completely replaced with a single modern system that would be consistent throughout all of the buildings. This is discussed in their narrative (attached). In addition to making the buildings much more efficient, this would simplify operation and management of the systems, and the commonality would make maintenance and training much easier for district personnel. Copies of the 95% design drawings and specs, as well as the 95% cost estimate provided by RSA has been included in the attachments.

Per RSA's design, all new equipment will be installed including workstation computer with the graphic interface software, wiring, control panels, and end point devices. All of the controls will be specified with BACNet capability to ensure that the district is not tied to proprietary devices in the future. The new system will allow access to the controls of each building through the server, and also via a web interface to monitor equipment status and adjust equipment operation remotely. Notifications can be automatically sent to maintenance personnel via email and text if problems arise. It will also allow technicians to remotely diagnose and correct issues if needed.

### Scope of work

In the space below, provide a clear, detailed, and itemized description of the scope of work that addresses the items in the project description. At a minimum, include the following:

- Work items to be completed with this project
- Work items already completed (if any)
- Other discussion pertaining to scope of work

Project scope at both schools will include, but not be limited to:

1. Demo existing controls.
2. Install new workstation computer, wiring, control panels, and end point devices. All controls to be BACNet compatible.
3. Develop sequence of operations.
4. Install new graphical software and program controls.
5. Test and commission system.
6. Train district personnel in proper operation and maintenance.



# Alaska Department of Education & Early Development

## SEC. 7: COST ESTIMATE

**Cost estimate for total project cost** (Up to 30 points)

**7a. Project cost estimate** Complete the following tables using the Department of Education & Early Development's current Cost Model edition or an equivalent cost estimate. Completion of the tables is mandatory.

Percentages are based on construction cost. See Appendix C for additional information. If the project exceeds the recommended percentages, provide a detailed justification for each item exceeding the percentage. The total of all additive percentages should not exceed 130%. If the additive percentages exceed 130%, a detailed explanation must be provided or the department will adjust the percentages to meet the individual and overall percentage guidelines.

Table 7.1. TOTAL PROJECT COST ESTIMATE					
Project Budget Category	Maximum % without justification	I Prior AS 14.11 Funding	II Current Project Request	III % of Total Construction Cost	IV Project Total
CM - By Consultant <sup>1</sup>	2 - 4%		59,179	3.00%	59,179
Land <sup>2</sup>	n/a				0
Site Investigation <sup>2</sup>	n/a				0
Seismic Hazard <sup>3</sup>	n/a				0
Design Services	6 - 10%		27,290	1.38%	27,290
Construction <sup>4</sup>	n/a		1,972,642	100.00%	1,972,642
Equipment & Technology <sup>2,5</sup>	up to 4%			0.00%	0
District Administrative Overhead <sup>6</sup>	up to 9%		118,359	6.00%	118,359
Art <sup>7</sup>	0.5% or 1%			0.00%	0
Project Contingency	5%		98,632	5.00%	98,632
<b>Project Total</b>	<b>up to 130%</b>	<b>\$0</b>	<b>\$2,276,102</b>	<b>115.38%</b>	<b>\$2,276,102</b>

- Percentage is established by AS 14.11.020(c) for consultant contracts (Maximum allowed percentage by total project cost: \$0-\$500,000 – 4%; \$500,001- \$5,000,000 – 3%; over \$5,000,000 – 2%).
- Include only if necessary for completion of this project; address need in the project description (Question 3d). Amounts included for Land and Site Investigation costs need to be supported in the cost estimate discussion (Question 7c), and supporting documentation should be provided in the attachments.
- Costs associated with assessment, design, design review, and special construction inspection services associated with seismic hazard mitigation of a school facility. This amount needs to be provided by a design consultant, and should not be estimated based on project percentage.
- Attach detailed construction cost estimate and life cycle cost if project is new-in-lieu-of-renovation.
- Equipment and technology costs should be calculated based on the number of students to be served by the project. See the department's publication, *Guidelines for School Equipment Purchases* for calculation methodology (2016). Technology is included with Equipment.
- Includes district/municipal/borough administrative costs necessary for the administration of this project; this budget line will also include any in-house construction management cost, reduced for CM percentage.
- Only required for renovation and construction projects over \$250,000 that require an Educational Specification (AS 35.27.020(d)).

## Alaska Department of Education & Early Development

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### **8b. Inadequacies of existing space** (Up to 40 points)

Describe how the inadequacies of the existing space impact mandated instructional programs or existing or proposed local programs and how the project will improve the existing facilities to support the instructional programs.

The two school campuses house all the K-12 students in the community, including the district's charter school. The loss of the control automation means areas of the building are constantly too hot and/or too cold. This makes the buildings uncomfortable for students and staff throughout the school day, and is detrimental to the learning environment. It has often been shown that occupant comfort has a he impact on attentiveness, learning, and productivity.

In addition to the environmental factors, the energy and maintenance hours wasted by the inoperable building controls are using funds that could better be used for the educational program.

### **8c. Other options** (Up to 25 points)

Describe, in addition to the proposed project, at least two or more viable and realistic options that have been considered in the planning and development of this project to address the best solution for the facility.

Major maintenance projects should include consideration of project design options, material or component options, phasing, cost comparisons, or other considerations.

New school construction or addition/replacement of space projects should include a discussion of existing building renovation versus new construction, acquisition or use of alternative facilities, a life cycle cost analysis and cost benefit analysis, service area boundary changes where there are adjacent attendance areas, or other considerations.

Option No. 1 – Refurbish existing systems. As previously discussed, the existing systems simply cannot be back to their original functional state. The software used to interface with the system, schedule operations, and other functions has been lost. It has not been supported or available from the manufacturer for several years, so cannot be reloaded on new computers and reprogrammed.

#### *Vendor Options*

Option No. 2 – Replace Honeywell front end and building controllers and reuse field controllers. The Honeywell vendor provided an option to upgrade to a new front end and controller that would allow the system to function again. Their proposal was to reuse all existing sensors and field controllers to keep initial costs lower. While this was the least expensive of the quotes that had been previously provided, it was only a temporary savings, as the vendor envisioned this as just phase one of the project. Because of the age and outdated technology of the existing devices, they would soon need to be replaced as well. The district felt that this would lead to more disruption in the future, and further lock it into the Honeywell controls that have had a history of poor support and orphaned products.

## Alaska Department of Education & Early Development

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Option No. 3 – Reuse existing Siemens field controllers and replace remaining Honeywell controllers. Siemens provided a quote that would replace the front end and most of the controllers in the buildings. It would reuse some existing Siemens equipment already in use at the High School. This was the most expensive of the 2019 quotes, and while more complete, still reused some of the existing equipment.

Option No. 4 – Delta controls. Alaska Integrated Services provided the final quote received. Their proposal was also to fully replace the old Honeywell front end and equipment throughout. While more expensive than the limited replacement with the Honeywell front end, it was considerably less costly than the Siemens quote. District personnel had also had favorable past experience with the Delta controls and support.

Each of these quotes had varying scopes of work and assumptions. And while useful for background, the project would be required to go out for competitive bid. The RSA design work provides single defined scope of work, based on the engineer's assessment, that will provide comparable bids and systems.

### *Phasing*

Option No. 5 – Replace controls at each campus separately. Costs for the project could be staggered by only replacing the controls at one school initially, followed by other at a later time. This would reduce the budget into more "bite size" pieces, but would drive up the overall cost of the work. Not only would inflation impact the second phase, the cost savings expected from greater economy of scale and reduced contractor mobilization would be lost. In addition, the smaller projects may not draw the same contractor interest as a larger project, and bids may not be as competitive.

### **8d. Annual operating cost savings (Up to 30 points)**

Quantify the project's annual operational cost savings, if any, in relation to the project total cost.

The building controls are not functioning in these schools. While the heat and fans are operating, they are not being properly controlled or scheduled to run when they should, and turn down or off when not needed. Besides making the buildings uncomfortable for the occupants, this is wasting huge amounts of energy and dollars.

Other schools in the state have seen cost savings of up to 50% or more in moving from failed controls to a properly operating DDC system. The Beltz complex uses about 140,000 gallons of fuel each year, while the Elementary uses about 30,000 gallons. Assuming even a 20% reduction, that would amount to almost 34,000 gallons of fuel per year.

For electrical usage, the Beltz complex averages about 1,245,000KWH per year, and the Elementary about 474,000KWH per year. The National Energy Education Development Project states that nationally about 17% of school electrical costs are due to lighting, but this is probably low for Alaska. But assuming 30% for lighting, and even a 15% reduction in electrical use from the new controls, that would be approximately 181,000 KWH per year.

## **AR 6154 HOMEWORK/MAKEUP WORK**

The principal and staff at each school shall develop a homework plan which includes guidelines for the assignment of homework and describes the responsibilities of students, staff and parents/guardians. The plan shall inform parents/ guardians as to how much time on homework will be expected and how homework relates to the student's grades.

The purpose of homework is to have students practice material already presented in class so as to reinforce learning and facilitate mastery of specific skills. Homework should be developmentally appropriate, have a clear purpose connected to in-class learning, and focus on tasks students can accomplish without help.

### **Homework for Elementary Grades**

Students should be expected to spend an average of 30 minutes on homework at the primary level and an average of 45 minutes at the intermediate level four through six, four or five days a week.

Kindergarten homework assignments should stimulate students to talk often with their parents/guardians. Parents/ guardians should be encouraged to read to their children.

Homework assignments in grades one through three should promote the development of skills, and encourage family participation, and focus on literacy development.

In grades four through six and five, homework should continue to reinforce skill development and encourage family participation. Assignments should help develop good personal study habits and may include occasional special projects. Teachers should instruct students on how to develop good study techniques and habits.

Homework assignments should not require use of encyclopedias or other specialized materials unless sufficient time is allowed for students to get such materials from the library.

### **Homework for Grades Seven Six through Nine**

Students should be expected to spend an average of one to one and a half hours on homework, four or five days a week.

Teachers of academic subjects should provide regular homework activities, which promote the development of skills and provide students with the opportunity to grow academically.

The teaching staff should coordinate assignments so that students do not receive an overload of homework assignments one day and very little the next.

### **Homework for grades 10 through 12**

Students should be expected to spend an average of ~~two to two~~ one and a half hours on homework, four or five days a week.

~~To help students learn to use time effectively, homework assignments should emphasize independent research, reports, special reading, and problem solving activities.~~

Revised December 8, 2020

Adopted: June 10, 2003

**Nome Public Schools**

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The teaching staff should coordinate assignments so that students do not receive an overload of homework assignments one day and very little the next.

### **Homework for grades 10 through 12**

Students should be expected to spend an average of one and a half hours on homework, four or five days a week.

Revised: December 8, 2020

Adopted: June 10, 2003

**Nome Public Schools**



**SITNASUAK**  
NATIVE CORPORATION

December 4, 2020

Jamie Burgess, M.S., M.Ed  
Superintendent  
Nome Public Schools  
PO Box 131  
Nome, Alaska 99762

Dear Jamie,

Thank you for submitting your donation request. The Sitnasuak Native Corporation Board met and reviewed your request. We are pleased to inform you that the SNC Board approved your request to fund the College and Career Guide F/T option in the amount of \$90,000.

SNC supports programs and organizations that make a positive difference in the lives of shareholders and descendants. SNC recognizes the vital role the School system plays in our community and the importance of a strong foundation of culture and education for our Shareholders and Descendants to thrive.

We look forward to hearing progress reports regarding the outcomes of your initiative and will provide you the opportunity to provide an update to our Board in the near future.

Thank you for your commitment and value you provide to the community.

Respectfully,

Charles Fagerstrom  
Chief Executive Officer

PO BOX 905  
NOME, AK 99762

P: 907.387.1200



2700 GAMBELL STREET, SUITE 300  
ANCHORAGE, AK 99503

P: 907.929.7000



## November Board Report-

- First day of distance learning: Nov. 23
  - Nanook News is still going
  - Virtual Spirit week 12/7-12/11
- Veteran's Day/Second Semester Assembly

# **Nome Elementary School**

**Box 131 • Nome, Alaska 99762**

Phone: 443-5299 Fax: 443-2850

Elizabeth Korenek-Johnson  
Principal



Elizabeth Dillman  
Assistant Principal

December 3, 2020

Dear Board Members,

Well, November has taken some wind out of our sails... We are very saddened to have entered the RED phase of schooling, but are optimistic that our community will come together once again to bring our numbers of COVID-19 cases down. We look forward to having our students back for full-time, in-person learning in January. In the meantime teachers are reaching out to families via all methods possible. We are making or facilitating deliveries and pick-ups of work, and scheduling some one-on-one or small group in-person instruction.

November was a very busy and productive month. We added three new staff members to our family. Kaitlin Topkok was hired as our Title I Reading Aide; Jeanette Evan has filled the position of Second Grade Instructional Aide; and Sharon Ellanna has been added as the Third Grade Instructional Aide. It has been so beneficial to our students and teachers to have this added support. We are able to increase small group instruction of students, and more effectively meet the needs of individual students. On a less-positive note, Ethan Seeganna has decided to leave our ranks in mid-December, moving on to other ventures. We are very sad to lose him as part of our team in the position of Kindergarten Classroom Aide, but wish him well in future endeavors.

Our November 9<sup>th</sup> site-based staff in-service was very successful and productive. As noted during the work session presentation, the bulk of our time was focused on staff development and planning for rotating literacy centers. This is a structure used in several classrooms, but not all. Many teachers have not felt comfortable or well-equipped for the planning, materials, and management required. Because this format maximizes on time, and more effectively meets the needs of students, we want to invest in supporting teachers in implementation. Ms. Ten Eyck and Ms. Wiseman gave a thorough presentation, with input from Mrs. Marvin, Mrs. Cross, Mrs. Bahnke, and others. Then time, materials, and coaching were provided so teachers could be prepared for implementation within one week.

Additionally, all staff participated in three surveys related to school improvement and the implementation of the literacy grant. This data will be analyzed on the state level and shared with our school. I am learning more about the surveys and data through my monthly check-ins with DEED regarding our Literacy grant, and in working with Laurie Schoenberger regarding school improvement. We are excited to see how these tools shape our development and improvement.

November 11, certified staff's day was extended an additional hour, with grant funding, to receive further training in the implementation and analysis of our MAP Reading Fluency measures. We appreciated the opportunity to engage with Jennifer Allen of NWEA to learn more about the reports, progress monitoring, and additional support provided with MAP RF. Virtual trainings can be challenging, but the staff were well engaged, asking questions that displayed critical analysis of how this tool can serve our students and us well.

**NPS Strategic Plan Goal #1: Students are prepared for the post-secondary pathway of their choice.**

**1.1.1/1.1.2**

NES Teachers and staff coordinate annually with NWCC staff for the Second Grade "I Know I Can" program, and the "Kids to College" program. Second Grade students read the "I Know I Can" book with college staff, participate in discussion around post-secondary options, and set goals. They create a postcard to themselves drawing and writing about what their goals are. These post cards are then mailed to them at a later date (in 3<sup>rd</sup> or 4<sup>th</sup> grade). Fifth Grade (previously Sixth Grade) students take a field trip to the NWCC campus. They are provided a tour of the facilities, participate in activities on campus, and hear about the process of preparing for and applying to college. Campus staff does an amazing job of engaging students, and they leave with a certificate of completion of this program, boosting their confidence in their post-secondary options. Additionally, future aspirations is a common topic for classroom lessons and writing projects.

**1.2.1**

NES students annually set growth goals and action steps tied to MAP assessment data in Reading, Math, and Language Usage. They also track progress regarding learning growth on classroom concepts.

**1.3.1**

NES student engagement is increased through on-going improvement of instruction with the support of Kagan Cooperative Learning Strategies through monthly staff development. The structures are reviewed and practiced by staff, implemented in the classroom, and coached in the moment by on-site coaching staff. Local knowledge is incorporated with the assistance of community volunteers as guest speakers, some regular classroom volunteers, and the leadership of Ms. Keller and Ms. Kiminaq. It is not nearly what it could be, admittedly, but there are efforts to increase seamless incorporation.

**1.3.2**

NES uses multiple data points in early and developing literacy to identify intervention needs. This spans from classroom differentiation and intervention to Title I and Special Education services. These include foundational screenings, phonics assessments, oral reading running records, reading comprehension, MAP Reading and Language Usage, MAP Reading Fluency, and MAP Skills Checklists. In the area of Mathematics there are also multiple data points as skills develop to determine the need for intervention. These are Curricula-based placement tests and pre-assessments, foundational screeners, and MAP Math (Growth). Interventions are classroom based up to Special Education. NES has an active Student Support Team of staff and teachers to plan for appropriate interventions for students. These are all components of our RTI/MTSS plan.

**Coming Events:**

- Virtual Principals' Conference Dec. 4<sup>th</sup>.
- NES Leadership Team Meeting December 17<sup>th</sup>.
- Winter Break December 19<sup>th</sup> – January 3<sup>rd</sup>.
- Distance Delivery Week January 4 – 8, 2021

**Statistics:**

School was in session for 13 student days in November.

- Attendance rate of 89.7%;
- We served 2,402 student breakfasts; and
- We served 2,258 student lunches (through Nov. 30).

*Nome Elementary School provides a positive and welcoming environment where our culturally-diverse students, staff, and community members are valued through mutual respect, collaboration, safe interactions, and enriching experiences. Clear and high expectations serve as guidelines to reach success and wellness for all students in this rapidly-changing world.*



## **ACSA Board Report, November 10, 2020**

Lisa Leeper, Principal

### Enrollment / Attendance Update

- We had a 98% student attendance rate for November 2nd-18th

### Classes and Activities

- November Student of the Month: Andy Sherman, 8th grade
- November 9th was an inservice day for staff. ACSA coordinated with Nome-Beltz to offer some trainings (see below). The ACSA staff spent the remainder of our day together preparing for a RED situation, knowing that number of Covid cases around the US and in Alaska had been accelerating.
  - cooperative learning when distancing measures are in place
  - introduction to IXL — a learning site for all subjects and one being used to supplement science at the middle school (grant funded for this year)
  - 15 minute teacher-led “refresher rounds” for tech trainings in NoRedInk, Teacher Pay Teachers, Remind, Classwise, and GimKit
- During November, we worked on making sure students learned to use Google Classroom and other apps that allow them to function in school or remotely in all classes. Once the announcement was made to move to RED, meaning students would have to learn remotely, we focused on essential needs. We made a plan to cover certain fundamental technology skills with intention and repetition before kids left for home with their school devices. It seems to be paying off, as even some of our new students are getting these processes figured out with remote help.
- While in school, we continued to take kids outside after lunch for as much time as we could afford. We asked students to bring their outdoor gear every day, and Mr. Collins’ outdoor class was able to get on skis a few days before the school shut down.

- Strategic Plan Goal #1 - Students are prepared for the post-secondary pathway of their choice
  - Much of the work we do with students requires them to read and follow directions, use resources, think creatively, solve problems, create a plan, and follow through to meet objectives and deadlines. We believe these skills will prepare them for whatever post-secondary occupation or avenue they may wish to pursue.
  - ACSA continually strives to stay current with trends in technology and education. The staff seeks to learn new methods of teaching, to implement new ideas, and to serve as examples to our students of what it means to continually grow as individuals.



# *Nome-Beltz Middle High School*

**PO Box 131, Nome Alaska 99762**

**Phone: 907-443-5201      Fax: 907-443-3626**

Date: 12-03-20

To: NPS Board

From: Jay Thomas and Teriscovkya Smith

Subject: December Board Report

Current Enrollment: NBMHS 278

Attendance: Q1 2020-2021: 87%; Q1 2019-2020: 85%

- NBMHS Teacher of the Month for December is middle school social studies teacher, Aaron Blankenship.
- NBMHS Support Staff Employee of the Month for December is high school Special Education paraprofessional, Stan Burgess.
- Students of the Month are Claire Fry for the High School and Jaiden Sookiayak-Moriarty for the Middle School.

As we roll up on the closure of the second quarter teachers and students are working hard to have a positive end of the first semester. With NPS transitioning to the Red Phase the week before Thanksgiving, the details for finishing assignments and turning in make-up work is more complicated. All students have access to a computer at home, either through a personal or school-issued device. Google Classroom has become the platform for content delivery and assessment. Students with data can access course materials and assignments asynchronously. Students without adequate data receive a combination of paper packets and flash drives loaded with instructional materials. Packet delivery drop off and pickups happen every Wednesday afternoon through the end of the semester.

The following is a list of happenings that currently impact NBMHS:

- Weekly packet delivery
- Keeping track of current physical addresses for students who need packets
- Streamlining the workload for teachers

Other happenings at NBMHS:

- A big thank you to the City of Nome/NSEDC Community Share for their continued support. They donated \$16,500 for new ski equipment and support for the 8<sup>th</sup> grade DC trip.
- High School Veterans Day celebration

NBMHS has been doing as many student activities as Covid restrictions allow:

- Our GSA (Gay-Straight Alliance) Club began meetings the end of November.
- Middle school volleyball had approximately 30 girls participating with coach Krystal Hensley. The girls practiced for several weeks and played three Blue/White evening round robin games.
- The NBMHS E-Sports team, coached by Aaron Blankenship and Matt Johnson, had a great fall season. They finished undefeated at 6-0! There was no championship tournament this fall, but there is a spring season which starts in February and finishes in May. Congratulations to our team!
- During the week of December 7-11, NBMHS is having a digital spirit week for students:
  - Monday: Woke Up Like This
  - Tuesday: Teacher Tuesday
  - Wednesday: Winter Wonderland Wednesday
  - Thursday: Santa Hats & Flannel
  - Friday: Ugly Sweater Day

Strategic Plan GOAL 1: Students are prepared for the post-secondary pathway of their choice.

NBMHS has made adjustments to our schedule this year to help students access post-secondary options:

- This year we have been able to utilize NACTEC instructors on a daily basis; this has allowed NBMHS to offer a more robust elective schedule;
- NBMHS has continued to employ a career counselor to transition HS students into post-secondary academic, vocational and training programs and to procure funding for these programs;
- Even during Covid times, we have worked to place students into safe internships;
- We offer a work skills elective for middle and high school students including:
  - Drivers Education
  - Heavy Equipment
  - Carpentry
  - Welding
  - Design Technology
  - Discovery (career exploration)
  - Advanced Art
  - Yearbook/Journalism
  - Robotics
  - RC Electronics
  - Iñupiaq Cultural Tourism
  - Aviation Mechanics
  - Aviation Ground School
  - Alaska Native Arts & Culture
  - Personal Finance



## **Nome Public Schools Board Facilities Service Report, December 2020.**

John W. Mortensen, Facilities Director

John.mortensen@nmsusa.com

907-244-4121

For the Month of: **November 2020, the Work Order Report**

### **This Month to Date Maintenance Snapshot:**

- **Scheduled Work in Progress: 53**
- **Unassigned: 2**
- **Scheduled Work Orders Completed: 102 (This number does not provide an accurate picture of the situation)**
- **Declined: 101**
- **Preventative Maintenance Work Orders Removed from School Dude but not Completed: 896**
- **Open Preventative Maintenance Work Orders: 7**
- **Open Facilities Schedule Work: 141**
- **Other Open Work: 153**
- **Total Open Work Orders: 301**
- **Preventative Maintenance: 0**

### **Injuries & Accidents**

0

### **Employee New Hires**

- Malakye Viner custodian started work on Monday 11-23-20

### **Employee Departures**

- Bruce Kites Maintenance Tech II resigned 11-11-20
- Clinton Johnson Custodian Terminated 11-19-20

### **Staffing:**

- Staff out on Holiday vacations.
- We have employment ads running in the Nome Post, Nome Announce, and around Alaska for Custodians and a Snowplow Operator.
- The Maintenance Department remains short-staffed with one foreman and three maintenance techs.
- The Custodial Department is currently short-staffed at the High School by one Custodian.

### **Maintenance Department Tasks with Status:**

- AIS Hired to do NPS Five Boiler Service - Start date 14-4-20.
- NBHS Door numbering project - 60% Complete Start 10-5-20
- Elementary School Day Tank design is completed and out to bid 50%. Two bids out of six bidders. Revised Bid came in at 1/3 of the cost and reviewing for spring 2021 start.

- Pool Plumbing Repair by Subcontractor - 95% Complete – Waiting on the revised start date in mid-December.
- Boiler #2 Repair by Subcontractor - 0% Complete Start 10-12-20 Postponed because original parts ordered in early 2019 are incorrect. Parts delivered waiting on revised start date from Superior Mechanical.
- Hiring subcontractor for re-keying of NPS School District 80%
- Snowplow season preparation 90%. Training whole new snow plowing crew for NBHS and retained Q Trucking for Snowplow work and NES.
- NBHS site survey and CAD plan production 40%
- NBHS traffic control, snowplow, fire lane plan creation 30%
- Asbestos record retrieval, training vendor selection, and NMS employee selection 90%. Postponed due to COVID 19.
- Re-roof NBHS CIP project design 98%
- SchoolDude training
- 2015 Ford F-150 Ignition key replacement 20%

#### **Safety Concerns:**

##### **Coronavirus**

- We have one Maintenance Technician out on Quarantine as a close contactee as of Monday 11-30-20
- Nome AK COVID 19 situation has accelerated dramatically in the region with 62 cases from 11-15-20 through 11-28-20.

##### **Nome**

Total Cases	New Cases	Deaths
229	62	0

##### **Custodial Department**

- We were having lots of employee issues in the NBHS Custodial department that we are working through.
- Teachers are making up for what is not getting done by the NBHS Custodians.
- We are redesigning the entire custodial work system with checklists, updated maps, and descriptive work responsibilities to train new employees and hold existing ones accountable.
- SchoolDude training

#### **Other Issues:**

We are having significant problems with snowplowing equipment and snowplowing with inexperienced employees. We have been using sub-contractor Q Trucking and Jim West to help at NBHS and will continue to do so.

Nome Public Schools Board Report  
Megan Hayes  
Director of Federal Programs

Report prepared for December 8th Nome Public Schools School Board Meeting

**Consolidated Grant/Title I-A/Title I-C/Title II-A/Title IV-A--ESEA FY21**

- The School Improvement Grant (SIG) for Nome Elementary School was one of the first digitally submitted applications approved by DEED.
- Migrant funded tutoring is on hold while schools are not in session.
- The Migrant Education Fall Recruiting was extended by DEED until December 4th. Jade Murdock, Migrant Recruiter, has been busy packaging and distributing Tenacious Tape brand reflective tape to our migratory students. There are 276 NPS students who have migratory status.
- NES Teachers attended MAP Fluency and Skills Checklist training. These assessments are new to NES/NPS this year.
- Ongoing meetings with site principals to review staff and student needs during the pandemic. Currently, adjusting and revising budgets to meet grant goals while taking into account changes due to the pandemic. For example, all travel for educational conferences and professional development is on hold. Virtual conferences still may have similar registration fees as in-person gatherings, however, there are no travel expenses.
- Discipline data from October 2019 and October 2020 shared with site leaders for them to make comparisons.
- Submitted JOM application to Kawerak for SY21-22.

**State and Federal Reports Submitted this month:**

- Submitted Annual Report of Children in Locally Operated Neglected and Delinquent Institutions.
- Fall OASIS- Removed duplicate students by working with other districts to ensure the correct count of students and their enrollment dates. This did not change the student count. One Intensive Needs SPED student was inadvertently included twice in the Intensive Needs count. The correction resulted in 16 Intensive Needs students instead of 17.

**Assessments-**

- School Leaders are revisiting the MAP testing schedule and will modify the MAP Assessment windows according to individual school needs.
- Attended monthly District Test Coordinators meeting offered via ZOOM from DEED.
- Attended NWEA Partners Meeting (via Zoom)- The topic was how to use reports to set assist students in setting learning goals after they return from school closures. NWEA MAP gives specific guidance on student goal setting adjustment.
- Reviewed and verified English Language Learner status of all new and reenrolling NPS students. Ordered the ACCESS for ELL 2.0 assessments for those students. 4 of the 6 students who finished their spring 2020 ACCESS for EL assessments in September 2020 exited the EL program by meeting exit criteria scores. That is quite an accomplishment for these students.

**Enrollment by school-**

<b>Enrollment</b>	<b>10/30/19 (Fall Count)</b>	<b>5/6/20</b>	<b>9/3/20</b>	<b>10/9/20</b>	<b>11/6/20</b>	<b>12/2/2020</b>
Nome Elementary School	375	377	309	288	291	292
Anvil City Science Academy	60	60	58	60	59	59
Nome-Beltz Junior Senior High	263	250	297	281	277	278
NPS Extensions Correspondence	15	23	58	63	62	64
<b>Total Enrollment K-12</b>	<b>713</b>	<b>710</b>	<b>721</b>	<b>692</b>	<b>689</b>	<b>693</b>

# **Special Education Board Report, December 2020**

Michael Hautala, Director of Special Education

## **Special Education Department**

- 76 Active SpEd caseloads (Increase of 2)
- 9 Current Paraprofessionals
- 0 Administrative Assistant
- 4 Special Education Teachers (5 Starting Jan. 4<sup>th</sup>)
- 1 Speech Language Pathologist

## **Special Education Monthly Snapshot**

- Working to solve staffing issues
  1. Openings for one certified staff. Candidate Identified, anticipate filling this position beginning Jan. 1. (Update: Contract has been offered; Job offer accepted)
  2. Openings for 2 paraprofessionals
- Speech Language Pathologist on FMLA leave, completed a contract to provide interim Speech/Language services. Services are being provided virtually due to Covid 19 travel restrictions. Services provided by tele-therapy are going well in all schools, and will be in place until the return of staff. (Update: Interim Speech/Language will continue through the end of the 2020 calendar year).
- Audit in progress by Department of Education and Early Development of current IEP's (Individual Education Programs). DEED has given a finding for the 2020 audit. Deficiencies in the areas of IEP and ESER processes were noted. Of note is that the material targeted in the audit were products of previously employed educators and are not reflective of our current staff's work. The requirements for Nome Special Education department are to provide and document trainings in these areas to our current staff and then provide artifacts to DEED showing proficiencies have been met. This process helps our department put in place procedures for training present and future staff for continued compliance.
- Advertising to replace the Administrative Assistant for the Special Education department. Interviews are taking place this week with an anticipated start date of Jan 4<sup>th</sup> for the successful candidate.

**Nome Public Schools**  
**Director of Technology Report**  
Jim Shreve  
8 December 2020

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### **Major projects completed**

Evaluation of Virtual Machine (VM) environments to deliver Career and Technical Education (CTE) as well as Science, Technology, Engineering and Mathematics (STEM) Windows Operating System based (proprietary) applications to student devices via a web browser over our local network. Not only will these VM environments allow us to deliver these high demand employable CTE/STEM apps to our students but it will be at a reduced cost and technology workload when compared to purchasing and maintaining standalone workstations with updates, app licensing, and user on and off boarding. I received preliminary pricing for this system in excess of \$265,000. At this time the return on investment cost of this technology is too high to justify expending funds. I have asked the vendor to look at other options to see if they can significantly decrease the cost to provide our school / students this unique opportunity.

Rapidly prepared over 330 1:1 assigned devices and adjusted Google settings for ACSA and Nome-Beltz Middle High School students to use their assigned devices at home during Red Phase.

Move of Mr Heinrich's office from the NBMHS RC area to the office next to the main server room in the NBMHS Library area. This move will allow NBMHS the use of Justin's old office for a 1 on 1 workroom for Middle School students as well as a school supply storage area while still providing a "cozy" work space for Mr Heinrich to base out of while performing technology duties at NBMHS.

Tested and adopted Discovery Education as a video and learning resource for Nome Public Schools. This resource will replace our Safari Montage server that has been in use for over a decade and would have required a server replacement this year to continue the service, estimated cost of \$12,000 - \$15,000 plus the annual subscription cost of \$6,700. The cost of Discovery Education (DE) is \$5,700 per year (\$1,000 less than Safari Montage) and does not require an onsite server. DE also offers more current subject matter and receives constant updates so the material is real time and relevant. See <https://www.discoveryeducation.com/> for additional information.

### **Current projects**

Submitting for E-Rate Category I (Internet services) and Category II (network equipment) requests for proposals / bids for the 2021-2022 and beyond funding years.

Preparation and assigning of NES iPads and ChromeOS devices to students for home use.

OneTab - NES K-2 Teachers completed reviewing the devices and their capabilities. Tech Department is in the process of compiling the feedback so we can pilot the devices in a kindergarten class to gather additional data and decide whether or not to expand the program for all K-2 classrooms.

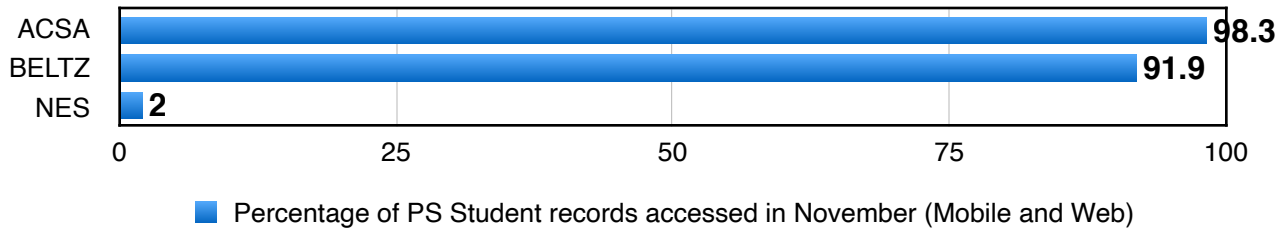
### **Future Projections**

Still awaiting receipt of 90 ChromeBook devices that are on backorder. Once received we will redistribute devices in Senior High / Middle School to facilitate the Nome Elementary School 1:1 issue of ChromeBook (classroom sets) Grades 3-5, and 1:1 issue of iPad (classroom sets) Grades K-2.

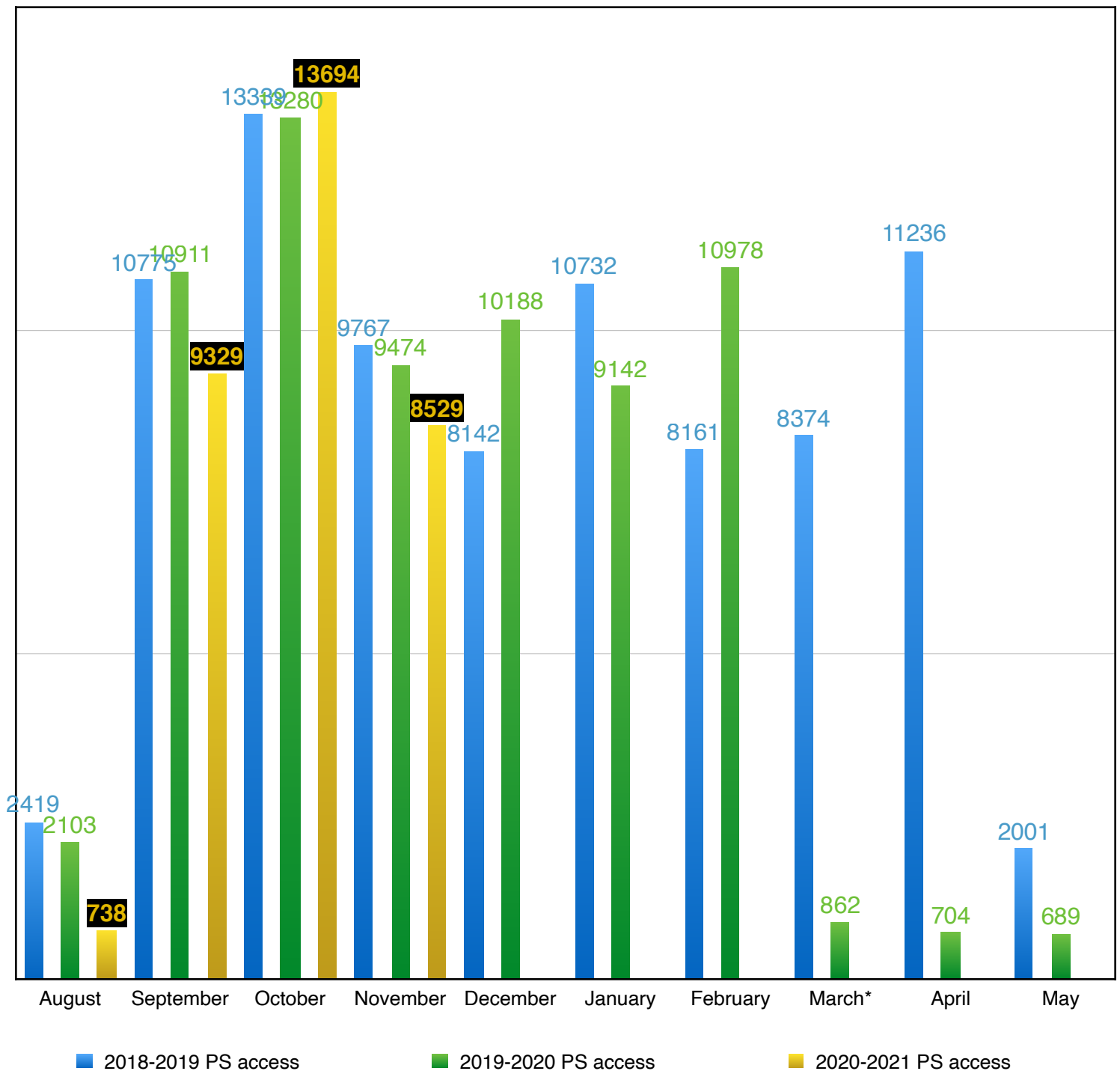
### **PowerSchool Online Enrollment**

As of 01DEC20 there are 135 New Student Enrollments and 485 Returning Student Enrollments for a total of 620 records which equates to **89.7%** of our current student count as having online enrollments submitted! Last year our total submitted records were 230.

**PowerSchool Student Information System Access data**  
**PowerSchool use, by students and parents.**

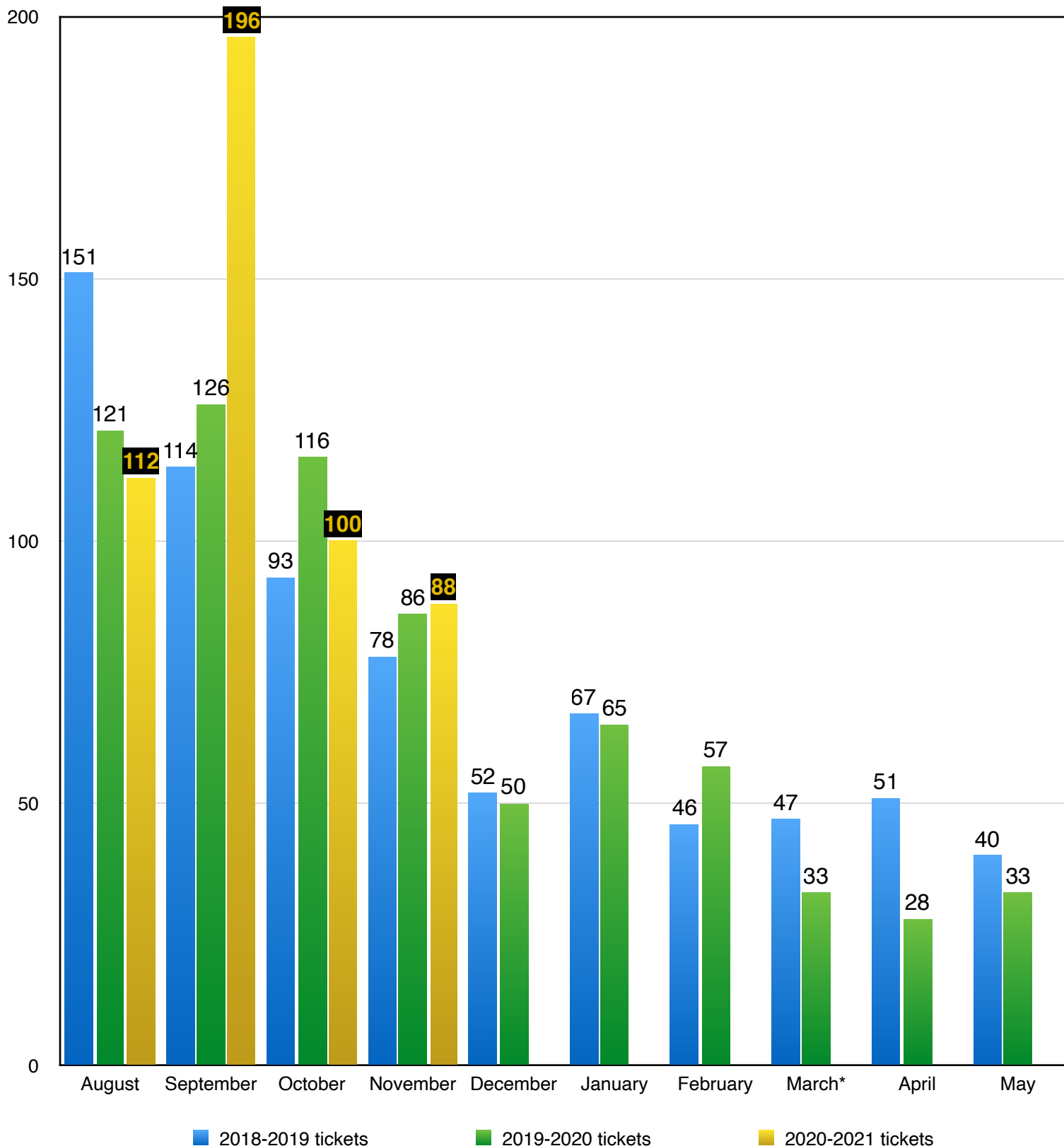


**Total Parent and Student PS Web and Mobile Access Sessions for Month:**



## Technology Web HelpDesk

Part of the Technology Department's duty is to maintain the Technology Web Help Desk for staff to request repairs, training and troubleshooting. In November we resolved 83 of 88 (94%) of the tech requests submitted through the system. We encourage staff to make use of this resource but many immediate needs are still handled outside of it.





## SCHOOL BOARD COMMUNICATION

**Title:** Approval of Geotechnical Services Agreement

**Date:** December 8, 2020

**Administrator:** Jamie Burgess, Superintendent

**Attachments:** Agreement with Golder Associates

<input checked="" type="checkbox"/>	<b>Action Needed</b>	<input type="checkbox"/>	<b>For Discussion</b>	<input type="checkbox"/>	<b>Information</b>	<input type="checkbox"/>	<b>Other</b>
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## BACKGROUND INFORMATION

This action item is ratification of a phone poll conducted earlier with Board members and approved.

Golder Associates is a geotechnical firm who is currently in town with a drilling rig doing work for GCI. This provides us a cost-sharing opportunity for geotechnical services for the new teacher apartment building, which will provide information on the appropriate foundation for the structural engineer's work.

The proposal is a high end estimate (final amount will depend on actual time spent) and that the line item on page entitled "COVID-19 Planning) will likely be minimal or zero, since the City has indicated it will work with the vendor to reduce this cost (originally designed for the cost of the team being in quarantine for a full week) through its "essential worker" clause.

The cost for this will come out of the District's apartment fund, and is part of the originally stated District contribution to the cost of the building.

## ADMINISTRATIVE RECOMMENDATION

The administration recommends approval of the contract with Golder Associates in the amount of \$52,100 for geotechnical services for the new teacher apartment building.

**Sample Motion: I move to approve the contract with Golder Associates in the amount of \$52,100 for geotechnical services for the new teacher apartment building.**

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

November 13, 2020

CX20442008

**Jamie Burgess, Superintendent**

Nome Public School District

P.O. Box 131

Nome-Teller Highway

Nome, Alaska 99762

**GEOTECHNICAL SERVICES PROPOSAL, PROPOSED 18-PLEX FACILITY, NOME, ALASKA**

Jamie:

Golder Associates Inc. (Golder) has developed the following geotechnical services proposal to assist the Nome Public School District (School District) for a proposed new 18-Plex housing unit. We have developed our proposed scope of services based on our initial understanding of the planned development and our extensive geotechnical experience in Nome. We have developed our recommended approach and scope of services based, in part, on our geotechnical experience in the Nome area, particularly around the planned development site. Also included is a brief summary of our geotechnical experience in Nome for your review as an attachment.

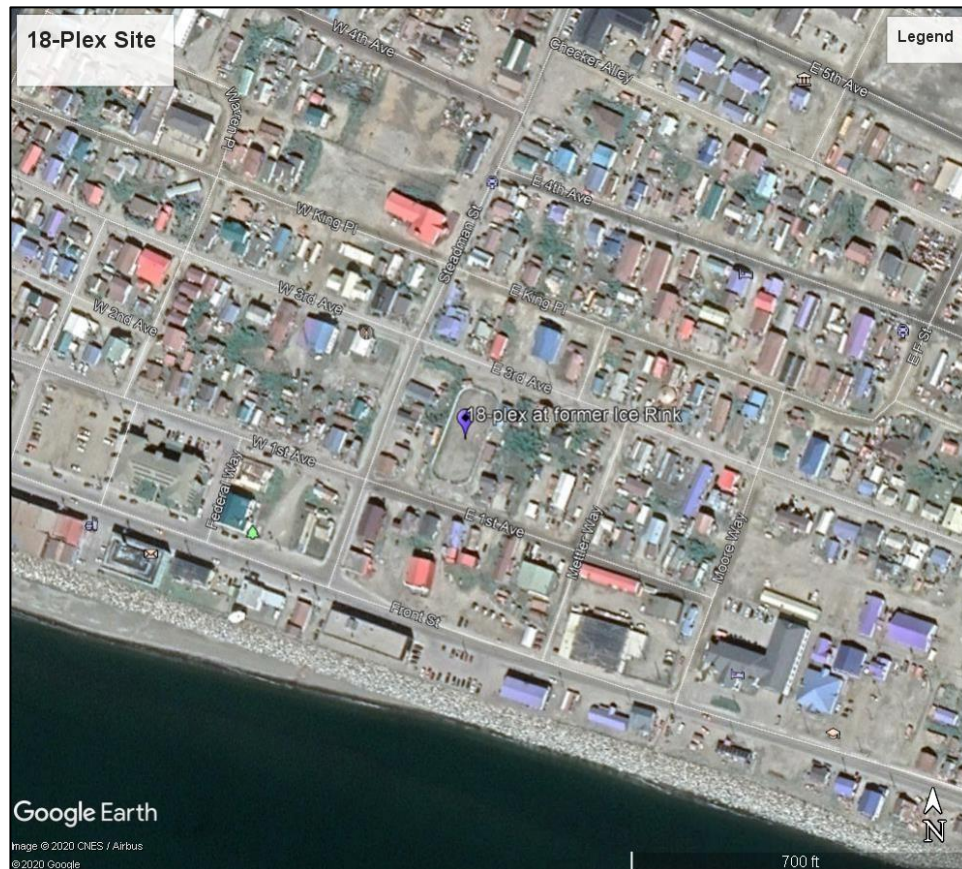
For budgeting, we have developed our proposed scope and estimated fee predicated on shared costing with other geotechnical work in the area between now and early spring 2021. Our estimated cost sharing approach is provided in Section 6 by key task. If the other planned work or project schedules do not permit cost sharing, we will need to revise our proposed approach and cost estimate.

## **1.0 PROJECT UNDERSTANDING**

A new two-story 18 unit multiplex housing facility is planned at the former ice rink along Third Avenue near Steadman Street. Based on conceptual-level planning documents we have reviewed, the proposed structure will be a nominal 240-foot by 60-foot footprint. The architectural and engineering design is planned as a Request for Proposal thus design loads and base reactions are not available at this time. However, we have assumed the structure would be either modular or site-constructed with a desire for finish floor elevations near finish grades for egress and improved ADA compliance. We expect the foundation design loads will be relatively light, similar to other timber frame two-story structures in the area.

The proposed development site has been developed and as such we expect the ground thermal regime (permafrost) has been impacted relative to non-disturbed areas. We also expect the planned development site has not been dredged for gold or other mass excavation impacts. However, the use as a seasonal ice rink and

former site uses has most likely altered the ground thermal states either by surface albedo change or heat flow from structures at or near grade.



*Proposed 18-Plex Site*

Specific to our proposed geotechnical services, test borings are recommended to refine our understanding of the subsurface conditions at the site needed to support our geotechnical engineering design analysis and foundation optimization. Based on our geotechnical experience in the developed portions of Nome not previously subjected to gold dredging, a variety of foundation systems may be feasible including conventional shallow foundations, pile supported as either adfreeze or end bearing on rock, or slab-on-grade systems relying on subgrade cooling and insulated fill pads. We have developed our field geotechnical exploration program to provide an optimized foundation system for the planned development. Based on our current understanding of the project site and the planned development driven end bearing foundation piles are considered a viable option for this structure.

In addition, since our services may be provided separately from the building architectural and engineering design effort, we have included effort to coordinate with the selected design team for continuity of our geotechnical recommendations with the project design team, in particular with the structural and civil engineers.

## **2.0 PROPOSED GEOTECHNICAL SCOPE OF SERVICES**

We recommend mobilizing a geotechnical drilling subcontractor to the site to advance borings along the long axis orientation of the planned building footprint. The intent of our proposed subsurface exploration effort is to determine the subsurface soil, ground ice (if present) and ground thermal regime. We also intend to advance our exploration to determine the soil/weathered rock contact at depth to support a driven pile foundation option.

We will prepare a project specific Health and Safety Plan (HSP) that addresses our planned field efforts and our COVID-19 protocols. Please reference our Assumptions and Considerations section below regarding our baseline approach for COVID-19 protocols.

We have coordinated with one of our experienced geotechnical exploration contractors, GeoTek Alaska, regarding our proposed field effort. GeoTek Alaska currently has geotechnical exploration equipment in Nome but will need to provide additional tooling for the deeper explorations to support a driven end-bearing pile analysis. The on-site exploration equipment is a rubber track mounted Geoprobe drill rig.

Once on-site, we will coordinate subgrade utility locates with NJUS and other providers. Based on utility location clearances and the planned 18-Plex footprint, we intend to select two (2) locations within the long axis of the structure for advancing test borings. The target exploration depth is 60 feet below grade. For planning, we estimate completing one 60 feet deep test boring per day during winter conditions.

The boreholes will be advanced using either direct push or smaller diameter hollow stem auger and split barrel soil sampling methods. A Golder geologist or engineer will travel to Nome to coordinate buried utility clearances with local providers and determine the preferred borehole locations. During drilling our field geologist or engineer will visually log the test borings as they are advanced and retain disturbed but representative soil samples at select intervals as the borings are advanced. Recovered soil samples will be returned to our Anchorage geotechnical laboratory for additional classification and testing.

A small diameter closed end standpipe will be installed in the borehole annular space and backfilled with auger cuttings. The standpipe will be used for either groundwater depth measurement or ground temperature measurements, depending on the encountered subsurface conditions. If permafrost is encountered or inferred in our explorations, ground temperatures will be measured prior to our departure but these ground temperatures may reflect some drilling induced heat. For this proposal, we have not included a return trip to measure ground temperatures stabilized from potential drilling induced heat. However, we travel through Nome on a regular basis and we will be able to measure stable ground temperatures during a travel event in the area.

Depending on the subsurface findings from these initial explorations, we will determine if additional test boring within the expected building footprint are needed to refine our understanding of the subsurface conditions. If additional test borings are recommended based on the initial field findings, we can advance additional borings on a per day basis as a revision to this proposal. Per day field exploration rates are provided with our estimated costs. We will advise you if additional explorations are needed while we are in the field and provide a recommend course of action and estimated cost for your review and approval.

## **3.0 GEOTECHNICAL LABORATORY TESTING**

The recovered soil samples will be re-examined in Anchorage at our US Army Corps of Engineers validated geotechnical laboratory to confirm our visual field classifications. Laboratory tests will be performed on select soil samples to determine soil index properties including moisture content, grain size distribution, soil plasticity

(Atterberg limits), organic content, and pore water salinity. Laboratory testing will be conducted in accordance with ASTM International or Alaska Test Method procedures.

#### **4.0 GEOTECHNICAL ENGINEERING ANALYSIS AND DESIGN RECOMMENDATIONS**

Based on field and laboratory findings, we will develop geotechnical recommendations for the proposed development addressing the following key elements:

- Geotechnical field findings, test boring logs, and representative site photographs
- Summary laboratory results
- Forecast geotechnical engineering climate indices for 25-year service life
- Site preparation
- Soil seismic site classification
- Recommended foundation system for the expected design loads and extended service life, optimized based on encountered geotechnical conditions and our understanding of the conceptual design
- Allowable axial and lateral capacities based on our implementing our recommended foundation
- Foundation subgrade cooling, if appropriate
- Estimated settlements, both total and differential
- Continuity with the 18-Plex design team to refine our geotechnical recommendations
- Foundation constructability considerations
- Recommendations for foundation construction quality control/quality assurance

#### **5.0 ESTIMATED SCHEDULE**

We can commence work upon Notice to Proceed (NTP) and receipt of an executed professional services agreement. Upon NTP, we can initiate field schedules. For planning we anticipate completing the field work by early spring which would allow for materials to be scheduled for a summer 2021 barge schedule, but we remain flexible to accommodate project constraints. Once utility locates are completed and mobilization schedules are finalized, we anticipate completing the field exploration effort within a week pending geotechnical drilling contractor availability.

We will also coordinate this proposed work with other pending geotechnical work in the Nome area we are developing with clients. We will advise you and our other clients of field schedules and potential cost sharing opportunities.

#### **6.0 ESTIMATED COST**

The estimated cost of the services listed above on a reasonably anticipated Shared Cost Basis is \$52,100 plus \$12,500 for city of Nome COVID-19 screening requirement as summarized below. We have included our assumed COVID-19 access requirements as a separate cost item, assuming a five (5) day screening period will be required in Nome. In addition, if weather or other adverse conditions occur that prevent the crew from working,



we will advise you and provide a recommended course of action while we are in the field. We recommend our services be completed on a Time and Materials basis in accordance with our attached 2020 Rate Schedule.

Shared cost tasks are noted in the following summary estimate. For planning, assuming we can conduct this effort concurrent with other ongoing geotechnical work we have scheduled in Nome and use the same geotechnical exploration contractor, Preparation, HSP, Mobe-Demobe and COVID-19 screening costs can be shared among all receptive parties. We recommend Preparation, HSP and Mobe/Demobe cost sharing be developed along a pro-rated per-field-day basis since projects may have variable field efforts and exploration tooling needs. The estimated city of Nome COVID-19 screening can be considered a fixed cost element independent of the duration of the field exploration programs. If so, we suggest an equal pro-rated cost sharing for this element. We will provide revised cost estimates based on current field work among receptive clients as project planning and schedules advance.

Key Task (Shared Cost Basis)	Unit Rate	Units	Subtotal
Preparation, HSP, Mobe/Demobe (Golder and Subcontractor, Shared Cost Basis)	\$ 19,000 /ea	0.75	\$ 14,250
Field Investigation (Golder and Subcontractor)	\$ 8,800 /day	2.00	\$ 17,600
Laboratory Testing, Engineering, Reporting (Shared Cost Basis)	\$ 27,000 /ea	0.75	\$ 20,250
Estimated Subtotal without Potential Hub COVID Control, Shared Cost Basis:			\$ 52,100
Nome HUB COVID-19 Planning (Golder and Subcontractor, Shared Cost Basis)	\$ 25,000 /ea	0.50	\$ 12,500
Estimated Total with Potential HUB COVID Controls:			\$ 64,600

## 7.0 ASSUMPTIONS

We included several key baseline assumptions with our proposed scope and estimated fee.

- Cost sharing will be provided with at least one other client
- Site access and permissions for us and our subcontractor will be provided
- Snow clearing and obstruction/debris removal for our drilling equipment will be provided by others at not cost to us
- All permits and permit oversight related to our services will be provided by others at no cost or contractual obligation to us; this includes architectural clearances
- The exploration sites can be safely accessed with a track mounted drill rig
- COVID-19 compliant lodging is available in Nome
- Some damage to the site and surface vegetation may occur during site access and drilling; we will remove materials related to our field work and hand rake the site and our equipment access tracks but have not included cost for restoration or revegetation related to our field work
- Underground utilities will be located based on local utility clearance providers at our planned exploration locations; if proper utility clearances to current industry and regulatory standards and guidelines cannot be

completed, additional efforts for utility clearances may be necessary including use of geophysical screening methods. We will advise you if additional utility clearances are needed and provided a revised scope and budget

## **8.0 COVID-19 CONSIDERATIONS**

As noted above, we have included estimated costs for testing and crew containment in Nome for five (5) days on a shared cost basis prior to commencing work in accordance with the city's protocols in place as of this submittal. This is provided for preliminary budgeting and planning. We will provide our services in accordance with our approved State of Alaska COVID-19 plan and local requirements current as of this proposal date. This includes limited contact with third party personnel during our field efforts, use of face coverings, and social distancing. We have not included efforts for more restrictive COVID-19 field protocols with this submittal.

However, this proposal has taken into consideration certain efforts required due to the COVID-19 pandemic, but it is acknowledged that the full impacts of the COVID-19 pandemic are still not apparent. The proposed scope of services, cost and schedule do not consider additional potential impacts caused by COVID-19, beyond what has been described in this proposal. Any adjustments required due to any additional impacts to accommodate COVID-19 related concerns (including but not limited to, additional travel restrictions, delays, economic interruption, supply chain issues, or any governmental guidance) will require an equitable adjustment in scope, schedule and cost.

## **9.0 CLOSING**

Thank you for the opportunity to present our proposal approach, cost estimate and cost sharing opportunities. We will be happy to answer questions and provide additional information as requested. Please contact Richard Mitchells at 907-865-2537 with any questions.

**Golder Associates Inc.**



Richard Mitchells, PE

*Principal*

Attachments: 2020 Rate Schedule  
Summary Golder Geotechnical Experience in Nome





PROFESSIONAL RATE SCHEDULE  
CALENDAR YEAR 2020  
WESTERN US BUSINESS UNIT (AK, PNW & CA)

Invoices from Golder include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates.

Labor charges are based upon standard hourly billing rates for each category of staff. The billing rates include costs for salary, payroll taxes, insurance associated with employment, benefits (including holiday, sick leave, and vacation), administrative overheads, and profit. Rates by labor category are as follows:

ENGINEERS AND SCIENTISTS	RATE
LV1 Engineer/Scientist	\$ 109.00
LV2 Staff Engineer/Scientist	\$ 120.00
LV3 Project Engineer/Scientist	\$ 140.00
LV4 Senior Project Engineer/Scientist	\$ 156.00
LV5 Senior Engineer/Scientist	\$ 187.00
LV6 Senior Consultant	\$ 229.00
LV7 Practice/Program Leader	\$ 250.00
LV8 Senior Practice/Program Leader	\$ 270.00

TECHNICIANS	RATE
LT1 Technician	\$ 81.00
LT2 Staff Technician	\$ 114.00
LT3 Senior Staff Technician I	\$ 120.00
LT4 Senior Staff Technician II	\$ 130.00

DRAFTING/DIGITAL DESIGN	RATE	ADMINISTRATIVE SUPPORT	RATE
LD1 Draftsperson	\$ 88.00	LA1 Admin Support	\$ 73.00
LD2 Staff Draftsperson I	\$ 99.00	LA2 Staff Admin Support	\$ 83.00
LD3 Staff Draftsperson II	\$ 125.00	LA3 Senior Admin Support	\$ 98.00
LD4 Senior Staff Draftsperson	\$ 135.00		

Notes:

The above rates are subject to revision.

<sup>1</sup> A 5% charge will be added to the total labor fees to cover all incidental office disbursements, including production of color and b/w working documents, the production of 3 sets of drawings/documents, as well as associated communication charges (excluding satellite phones). Reproduction of additional copies and drawings/documents will be at cost plus the required time charges.

<sup>2</sup> A 10% carrying charge will be added to all other disbursements including materials, subcontractor costs, drilling or excavation services and use of external laboratory services.

<sup>3</sup> Rates for specialist services, including but not limited to litigation support; expert witness, including time spent in depositions and the preparation and presentations of testimony; and/or senior level consultation, and priority emergency level services are available upon request.

<sup>4</sup> Rates for laboratory services and use of equipment owned by Golder Associates will be provided upon request.

<sup>5</sup> The rates and charges listed above exclude applicable local and federal taxes. Taxes will appear as a separate line item on each invoice.

<sup>6</sup> The rates noted herein do not contemplate prevailing wage law requirements. A separate rate sheet will be provided if and to the extent prevailing wage applies.



## Summary of Golder's Nome Area Geotechnical Experience

Golder is currently the geotechnical consultant on the NJUS engineering term contact with CRW Engineering Group as the prime consultant

### Geotechnical project summary:

- Alcohol Treatment Center
- Anvil Mountain Correctional Center
- Banner Ridge Wind Turbines
- Bering Street Upgrade
- Bonanza Fuels
- Cold Storage Facility
- Community Building (Richard Foster Facility)
- Covenant Church Replacement
- East End Roads Upgrades
- Eldercare Facility
- Fish Processing Plant
- GCI Cellular Tower Upgrades
- GCI/Terra NW Project
- Glacier Creek Powerline
- Ice Rink
- Icy View Housing Developments
- NACTEC House
- National Guard Maintenance Building
- NJUS Bulk Fuels
- NJUS EWT Wind Turbines
- NJUS Powerplant
- NJUS Water Tank
- Nome Bypass Road
- Nome City Fuel Tanks
- Nome City Subdivision
- Nome Hospital Expansion
- Nome Roads and Streets Upgrades
- Nome Snow Storage
- Nome UAF Campus
- Norton Sound Health Facility
- Port Road/Seppala Drive Upgrade
- Public Safety Building
- Recreation Center
- Rock Creek Powerline
- Senior Housing
- Snake River Bridge Replacement
- Solid Waste Facilities Siting
- US Custom and Border Patrol Icy View Housing Foundation Stabilization
- Wastewater Facilities Planning and Design
- Water and Sewer Expansion and Upgrade

\_\_\_\_\_("CLIENT") and  
GOLDER ASSOCIATES INC. ("GOLDER") agree this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ that the following terms and conditions will apply to any services, including subsequent services and changes, (collectively "Services") to be provided by GOLDER.

Authorization shall be given to GOLDER by the CLIENT for particular projects through: (a) a written proposal as prepared by GOLDER, with subsequent acceptance from CLIENT; (b) written instructions to GOLDER from CLIENT; or (c) oral instructions to GOLDER from CLIENT, followed by a written work order.

## **1. STANDARD OF CARE**

Services performed by GOLDER will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other professionals currently practicing under similar conditions in the same locality, subject to the time limits and financial, physical or other constraints applicable to the Services. No warranty, express or implied is made.

## **2. INVOICES AND PAYMENT TERMS**

- A. Unless otherwise specified in any proposal, GOLDER will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify GOLDER within ten (10) days of receiving an invoice of any dispute with the invoice and the parties shall promptly resolve any disputed items. Full payment is due prior to delivery of GOLDER's final deliverable. Payment on undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due thirty (30) days from the date of the invoice. CLIENT agrees to pay a finance charge of one and one-half percent (1-1/2%) per month (18% per annum) compounded daily, or the maximum rate allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, then GOLDER shall have the right to suspend or terminate all Services under this Agreement, without prejudice or penalty. CLIENT will pay all reasonable demobilization and other suspension or termination costs. CLIENT agrees to pay attorneys' fees, legal costs and all other collection costs incurred by GOLDER in pursuit of past due payments.
- B. Where the cost estimate for the Services is "not to exceed" a specified sum, GOLDER shall notify CLIENT before each limit is exceeded, and shall not continue to provide Services beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.

## **3. CHANGES**

CLIENT and GOLDER recognize that it may be necessary to modify the scope of Services, schedule, and/or cost estimate proposed in this Agreement. Such changes shall change the Services, schedule, and/or the cost, as may be equitable under the circumstances. GOLDER shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted. GOLDER shall prepare a change order request outlining the changes to the scope, schedule, and/or cost of the project. CLIENT has a duty to promptly consider the change order request and advise GOLDER in a timely manner in writing on how to proceed. If after a good faith effort by GOLDER to negotiate modifications to the scope of Services, schedule, and/or cost estimate, an agreement has not been reached with the CLIENT, then GOLDER shall have the right to terminate this Agreement, without prejudice or penalty, upon written notice to the CLIENT.

## **4. DELAYS AND FORCE MAJEURE**

- A. If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Agreement may be delayed. CLIENT shall not hold GOLDER responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the Internet, GOLDER's electronic telecommunications or hosting services or any other events that are beyond the reasonable control of GOLDER. In the event of any such delays, the contract completion date shall be extended accordingly, and CLIENT shall pay GOLDER for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.

- B. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

## **5. INDEPENDENT JUDGMENTS OF CLIENT**

If the Services include the collection of samples and data, then GOLDER's obligation to perform those Services is subject to CLIENT's assumption of all Subsurface Risks (such risks being more fully described in Article 12, Subsurface Risks). GOLDER will not be responsible for the independent conclusions, interpretations, interpolations or decisions of CLIENT, or others, relating to the Services. Under no circumstances do GOLDER's Services include making any recommendation or giving any advice as to whether CLIENT should or should not proceed with any transaction regarding any site related to the Services. CLIENT assumes all responsibility and risk associated with decisions it makes based on the Services.

## **6. INDEMNIFICATION**

- A. To the maximum extent allowed by law, GOLDER agrees to indemnify, but not defend, CLIENT and its officers, directors, and employees from and against all claims, damages, losses or expenses arising from personal injury, death, or damage to third-party property, and for reimbursement of defense costs, to the extent that all such claims, damages, losses, expenses, or costs are finally determined to result directly from GOLDER's negligence. Such indemnification, as limited by Article 7, Limitation of Liability, shall be CLIENT's sole and exclusive remedy against GOLDER.
- B. To the maximum extent allowed by law, CLIENT shall, at all times, defend, indemnify and save harmless GOLDER and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorneys' fees, and court and arbitration costs), arising out of or resulting from the Services of GOLDER, including but not limited to claims made by third parties, or any claims against GOLDER arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors or others. To the fullest extent permitted by law, such indemnification shall apply regardless of breach of contract or strict liability of GOLDER. Such indemnification shall not apply to the extent that such claims, damages, losses or expenses are finally determined to result directly from GOLDER's negligence.

## **7. LIMITATION OF LIABILITY**

- A. CLIENT shall immediately notify GOLDER in writing of any deficiencies or suspected deficiencies arising directly or indirectly from GOLDER's negligent acts, errors or omissions. Failure by CLIENT to notify GOLDER shall relieve GOLDER of any further responsibility and liability for such deficiencies. To the extent permitted by law, CLIENT and GOLDER agree that all liability arising directly or indirectly from this Agreement or the Services of GOLDER shall expire no later than one (1) year from the date of GOLDER's acts, errors, or omissions or prior to the last date allowed in the applicable statute of limitation, whichever occurs first in time.
- B. CLIENT agrees to limit the liability of GOLDER, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors ("GOLDER Group") to CLIENT, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from GOLDER's acts, negligence, errors or omissions, such that the total aggregate liability of the GOLDER Group to all those named shall not exceed Fifty Thousand Dollars (\$50,000) or GOLDER's total fee for the Services rendered under this Agreement, whichever is greater.
- C. Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, loss of data or any other special, indirect, consequential or punitive damages.

## **8. INSURANCE**

- A. GOLDER maintains insurance coverage with the following limits:
- (i) Workers' Compensation in compliance with statutory limits
  - (ii) Automobile Liability
    - Combined Single Limit                      \$1,000,000
  - (iii) Commercial General Liability:
    - Each Occurrence                              \$1,000,000
    - General Aggregate                            \$2,000,000
  - (iv) Professional Liability Insurance

Any One Claim	\$1,000,000
Policy Aggregate	\$3,000,000

- B. CLIENT shall not require GOLDER to sign any document or perform any Service which in the judgment of GOLDER would risk the availability or increase the cost of its Professional or Commercial General Liability insurance.

## 9. PROFESSIONAL WORK PRODUCT

- A. The Services provided by GOLDER are intended for one time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates and all electronic media prepared by GOLDER are considered its professional work product (the "Documents"). GOLDER retains all rights to the Documents.
- B. CLIENT understands and acknowledges that the Documents are not intended or represented by GOLDER to be suitable for reuse by any party, including, but not limited to, the CLIENT, its employees, agents, subcontractors or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether CLIENT's or otherwise, without GOLDER's prior written permission. CLIENT agrees that any reuse unauthorized by GOLDER will be at CLIENT's sole risk and that CLIENT will defend, indemnify and hold GOLDER harmless from any loss or liability resulting from the reuse, misuse or negligent use of the Documents.

## 10. DATA AND INFORMATION

- A. **Project Information.** CLIENT shall provide to GOLDER all reports, data, studies, plans, specifications, documents and other information ("Project Information") which are relevant to the Services. GOLDER shall be entitled to rely upon the Project Information provided by CLIENT or others and GOLDER assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. GOLDER will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on GOLDER's data, interpretations or recommendations.
- B. **Personal Information.** Each Party shall at all times comply with the requirements of applicable personal privacy legislation with respect to the collection, use and disclosure of personal information in connection with this Agreement. Client warrants that any such personal information (including personally identifiable information) was processed in compliance with all applicable laws.

## 11. RIGHT OF ENTRY

CLIENT will provide for the right of entry for GOLDER, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If CLIENT does not own the site, CLIENT shall obtain permission and execute any required documents for GOLDER to enter the site and perform Services. It is understood by CLIENT that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.

## 12. SUBSURFACE RISKS

- A. Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geological, geotechnical, geochemical, hydrogeological and other conditions that GOLDER interprets to exist between sampling points may differ from those that actually exist. Furthermore, CLIENT recognizes that, passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter discovered conditions.
- B. Subsurface sampling may result in damage or injury to underground structures or utilities and unavoidable contamination of certain subsurface areas not known to be previously contaminated such as, but not limited to, a geologic formation, the groundwater, or other hydrous body. GOLDER will adhere to the standard of care during the conduct of any subsurface investigation. When the Services include subsurface sampling, CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury, loss, or expense (including but not limited to legal fees) which may arise



as a result of alleged or actual cross-contamination caused by any subsurface investigation or any damage or injury to underground structure, formation, body, or utilities.

### **13. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT**

- A. All samples obtained pursuant to this Agreement remain the property and responsibility of CLIENT. Uncontaminated soil and rock samples or other specimens maybe disposed of thirty (30) days after submission of the work product due pursuant to the Proposal. Upon written request, GOLDER will store uncontaminated samples for longer periods of time or transmit the samples to CLIENT for a mutually acceptable charge.
- B. All contaminated samples and materials (containing or potentially containing hazardous constituents), including, but not limited to soil cuttings, contaminated purge water, and/or other environmental wastes obtained pursuant to this Agreement remain the property and responsibility of CLIENT and shall be returned to CLIENT for proper disposal. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to assist CLIENT with proper disposal of such equipment, materials and samples may be made at CLIENT's direction and expense. In such event, CLIENT agrees to have a representative available to sign all certifications, manifests, and other documents reasonably required by GOLDER and associated with the transportation, treatment and disposal, or handling of hazardous substances, waste or materials from the project property site, and derived from GOLDER's performance of the Services, including investigation derived wastes. If such CLIENT representative is unavailable and GOLDER is required to execute any such documents on CLIENT's behalf, CLIENT acknowledges that GOLDER shall be acting only as offeror or agent on behalf of CLIENT. It is understood and agreed that GOLDER is not, and has no responsibility as, a handler, generator, operator, treater, storer, arranger, transporter, or disposer of hazardous substances, waste or materials found or identified at or around the project site property. CLIENT agrees to waive any claim against GOLDER and to defend, indemnify and hold GOLDER harmless from and against any claims, losses, damages, expenses (including, but not limited to, legal fees), and liabilities of any type arising out of the discovery and disposal of any alleged or actual hazardous substances, wastes or materials found or identified at or around the project site property.

### **14. CONTROL OF WORK AND JOB-SITE SAFETY**

- A. GOLDER shall be responsible only for its activities and that of its employees and subcontractors. GOLDER's Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against GOLDER because of this Agreement or the performance or nonperformance of Services hereunder. GOLDER will not direct, supervise or control the work of other consultants and contractors or their subcontractors. GOLDER does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier or other entities furnishing materials or performing any work on the project.
- B. Insofar as job site safety is concerned, GOLDER is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. GOLDER shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of GOLDER, nor the presence of GOLDER or its employees and subcontractors, shall be construed to imply that GOLDER controls the operations of others or has any responsibility for job site safety.

### **15. PUBLIC RESPONSIBILITY**

CLIENT has a duty to comply with applicable codes, standards, regulations and ordinances, with regard to public health and safety. While GOLDER performs the Services, it will endeavor to alert CLIENT to any matter of which GOLDER becomes aware and believes requires CLIENT's immediate attention to help protect public health and safety, or which GOLDER believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise comply with applicable codes, standards, regulations or ordinances. If CLIENT decides to disregard GOLDER's recommendations in these respects, (i) GOLDER shall determine in its sole judgment if it has a duty to notify public officials, and (ii) GOLDER has the right immediately to terminate this Agreement upon written notice to the CLIENT and without penalty.

## 16. NOTIFICATION AND DISCOVERY OF HAZARDOUS MATERIALS

- A. Prior to commencing the Services and as part of Project Information defined in Article 10, Data and Information, CLIENT shall furnish to GOLDER all documents and information known to CLIENT that relate to past or existing conditions of the site and surrounding area, including the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials or subterranean utilities. GOLDER may rely on such information and documents. CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed GOLDER.
- B. CLIENT acknowledges that if unanticipated hazardous materials or suspected hazardous materials are discovered on the project site property or on properties surrounding or adjacent to such site, it is CLIENT's responsibility, and not GOLDER's, to inform the owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against GOLDER and agrees to defend, indemnify and hold harmless GOLDER from any claim or liability for injury or loss of any type arising from the discovery of hazardous materials or suspected hazardous materials on the project property site or on surrounding property, whether or not owned by CLIENT. CLIENT agrees that discovery of unanticipated hazardous materials shall constitute a changed condition for which GOLDER shall be fairly compensated.

## 17. TERMINATION

Either party may terminate this Agreement as a result of a material breach of the other party if the other party does not commence and continue to cure the breach within thirty (30) days of receipt of written notice of the breach from the non-breaching party. In the event of termination, GOLDER shall be paid for Services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. GOLDER may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of GOLDER in completing such analyses, records and reports.

## 18. DISPUTES

- A. **Dispute Resolution by Senior Management.** Any controversy, claim, or disagreement arising out of or relating to this Agreement shall be referred to senior management of each Party for a resolution. If the senior management is able to resolve the dispute, such resolution shall be binding on the Parties. In the event the senior management is unable to resolve the dispute within thirty (30) business days (or such other period as the Parties may agree upon) of referral, each Party shall have the right to pursue any other rights or remedies that may be available at law or equity, subject to this Article.
- B. **Litigation.** If any aspect of the dispute must be decided in litigation, both parties agree that the exclusive venue for such a dispute shall be in the United States District Court for the Northern District of Georgia. If subject matter jurisdiction cannot be obtained in the United States District Court for the Northern District of Georgia, the exclusive venue shall be in the Superior Court of Cobb County, Georgia. Client agrees that it submits to the personal jurisdiction of the United States District Court for the Northern District of Georgia or, if applicable, the Superior Court of Cobb County, Georgia for disputes to be decided in litigation.
- C. **Attorneys' Fees and Costs.** In the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees incurred in defending against the claim. The term "prevailing party" shall be defined as the party that recovers at least fifty percent (50%) of the amount of its claim as identified on the first day of any trial. Conversely, any party defending a claim shall be determined the "prevailing party" if the party asserting a claim fails to recover at least fifty percent (50%) of the amount of its claim as identified on the first day of any trial.

## 19. INTELLECTUAL PROPERTY

- A. If the Services require GOLDER to provide CLIENT with the right to use or access proprietary GOLDER software, programs, information management solutions, hosting services, technology, designs, information or data ("GOLDER Products"), GOLDER grants CLIENT during the term of the project a non-exclusive, non-transferable, non-assignable license to use the GOLDER Products for CLIENT's internal purposes, solely in connection with the Services. Except for this limited license, GOLDER expressly reserves all other rights in and to the GOLDER Products.

- B. GOLDER's Right to Use CLIENT Materials - If the Services require CLIENT to provide GOLDER with the right to use or access proprietary CLIENT software, programs, technology, information or data ("CLIENT Products"), CLIENT grants GOLDER a perpetual, non-exclusive, non-transferable, non-assignable, royalty free world-wide license to use and access the CLIENT Product as necessary to provide CLIENT with Services.
- C. Intellectual Property General - GOLDER shall own all Intellectual Property (as hereinafter defined) associated with the Services and the GOLDER Products, together with any modifications, updates or enhancements to said Intellectual Property. GOLDER grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to GOLDER any interest in any such Intellectual Property rights that, notwithstanding the foregoing, would otherwise be deemed by law to vest in CLIENT. "Intellectual Property" includes patents, patent applications, trademarks, trademark applications, copyrights, moral rights or other rights of authorship and applications to protect or register the same, trade secrets, industrial rights, know-how, privacy rights and any other similar proprietary rights under the laws of any jurisdiction in the world. GOLDER may use and publish the CLIENT's name and give a general description of the Services rendered by GOLDER for the purpose of informing other clients and potential clients of GOLDER's experience and qualifications.
- D. GOLDER shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others; provided, however, reasonable efforts of GOLDER shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If GOLDER performs its Services in a manner consistent with the above, then to the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless GOLDER and its officers, directors, agents and employees against all liability, cost, expense, attorneys' fees, claims, loss or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.

## **20. INFORMATION MANAGEMENT**

Some GOLDER Products may be offered to CLIENT via the Internet and some GOLDER Products may utilize wireless radio communications. Atmospheric, meteorological, topographical and other conditions can affect the performance of any wireless device, software or technology (including, but not limited to information management solutions, hosting services, ftp and extranet services), just as application size, traffic, bottlenecks and other conditions can affect Internet access and upload and download speeds. CLIENT acknowledges that these types of conditions and other similar conditions are beyond the reasonable control of GOLDER and that GOLDER makes no representations or guarantees that CLIENT will be able to access any particular GOLDER Product at any given time without any error or interruption.

## **21. MISCELLANEOUS**

- A. This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.
- B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.
- C. CLIENT acknowledges and agrees that GOLDER can retain subconsultants, who may be affiliated with GOLDER, to provide Services for the benefit of GOLDER. GOLDER will be responsible to CLIENT for the Services and work done by all of its subconsultants and subcontractors, collectively to the maximum amount stated in Article 7 Limitation of Liability. CLIENT agrees that it will only assert claims against and seek to recover losses, damages or other liabilities from GOLDER and not GOLDER's affiliated companies. To the maximum extent allowed by law, CLIENT acknowledges and agrees it will not have any legal recourse, and waives any expense, loss, claim, demand, or cause of action, against GOLDER's affiliated companies, and their employees, agents, officers and directors.
- D. No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.



By signing below, CLIENT hereby authorizes GOLDER to proceed with the Services outlined in the Proposal and in accordance with this Agreement, which includes terms relating to *payment, limitation of liability, insurance and indemnity*, among many other important provisions. CLIENT also represents that any “purchase order” type document which CLIENT may issue subsequent to executing this Agreement, shall be for administrative or accounting purposes only, and that this Agreement shall supersede any such terms or conditions attached thereto in governing the performance of the Services.

<i>Richard Mitchells</i>	(CLIENT)
Signature	Signature
Name	Name
Title	Title
Date	Date
I have authority to bind the corporation.	I have authority to bind the corporation.

Please address invoices to:	Please address deliverables & notices* to: Same as invoices: Yes / No, address to:
ATTN:	ATTN:
Phone:	Phone:
Email:	Email:



GOLDER

PROPOSAL NUMBER: \_\_\_\_\_

RE: \_\_\_\_\_

\_\_\_\_\_

SUBMITTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_, for Golder Associates Inc.

The Proposal dated \_\_\_\_\_, attached hereto and the Golder Associates Inc.  
Agreement dated \_\_\_\_\_ comprise the entire agreement  
between Golder Associates Inc. and Client.

ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
(Authorized Representative's Signature on Behalf of **Client**)

NAME: (Print or Type) \_\_\_\_\_

TITLE: (Print or Type) \_\_\_\_\_

FOR: Client Name and Address (Print or Type)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

<b>Please address invoices to:</b>	<b>Please address deliverables and notices to: Same as invoices: Yes / No, address to:</b>
ATTN:	ATTN:

BY: Richard Mitchells 20 Nov 2020  
(Authorized Representative's Signature on Behalf of Golder Associates Inc.)

NAME: (Print or Type) \_\_\_\_\_

TITLE: (Print or Type) \_\_\_\_\_

## SCHOOL BOARD COMMUNICATION

**Title:** Approval of Updated Reduction in Force Plan

**Date:** December 8, 2020

**Administrator:** Jamie Burgess, Superintendent

**Attachments:** Reduction in Force Plan; BP 4117.31 Layoff/Rehire; AS 14.20.177 (Reductions in Force); AS 14.20.140 (Notice of layoff or nonretention)

<input checked="" type="checkbox"/>	<b>Action Needed</b>	<input type="checkbox"/>	<b>For Discussion</b>	<input type="checkbox"/>	<b>Information</b>	<input type="checkbox"/>	<b>Other</b>
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## BACKGROUND INFORMATION

The District's existing Reduction in Force (RIF) plan was written in the spring of 2017 and refers to a specific year. The District's RIF plan should be general in nature so that it is available when needed and plans can be implemented in an appropriate time frame. The updated plan also clarifies Budget Priorities as well as which programs/content areas are highest priority.

The procedures in the plan are congruent with the procedures mandated by state statute (AS 14.20.177) and the implementation steps are spelled out more clearly as well.

A copy of the existing Board Policy governing reductions in force as well as the applicable state statutes are attached for the Board's information.

Approval of this plan does not indicate that the administration plans to implement a RIF process in the current year.

## ADMINISTRATIVE RECOMMENDATION

The administration recommends approval of the updated Reduction in Force Plan.

**Sample Motion: I move to approve the updated Reduction in Force Plan.**

## **Nome Public Schools Reduction in Force Plan**

### **Rationale**

Per Board Policy 4117.31, the school board must have an adopted layoff plan containing the following elements: 1) identification of academic and other programs that the district intends to maintain in implementing the layoff plan; 2) procedures for layoff and recall of tenured teachers; 3) minimizes disruption to the education program and provision of instructional services to students; 4) causes the least deviation from the present assignment of personnel; and 5) complies with AS 14.20.177, which allows a district to reduce the number of tenured teachers because a) school attendance has decreased (equating to enrollment) or b) the basic need of the school district decreases by three percent or more from the previous year.

The most recently adopted Reduction in Force Plan was created in the fall of 2017 and needs to be updated.

### **Budget Priorities**

The District will make every effort to find cost savings in other areas before eliminating teacher positions. This may involve reducing funds for supplies, non-grant funded travel, technology, etc. Procedures which may provide cost efficiencies for items which cannot be eliminated will be considered as well.

### **Priority Academics/Programs**

NPS intends to provide an educational program that offers students a comprehensive educational experience. As a district, we believe it is important for students to have a broad experience that encompasses academics, activities, and a variety of electives. However, changes in staffing levels may impact the diverse array of courses and core academic and elective experiences that have previously been offered. The goal is to minimize disruption to the educational program and cause the least deviation from the present assignment of personnel.

Core content areas (English, Mathematics, Science and Social Studies) will be prioritized at the secondary level, with secondary priorities for courses in other content areas which are required to meet the State of Alaska's graduation requirements.

At the elementary level, classroom positions will be prioritized over positions with "special" assignments, i.e., PE, music, art, etc.

### **Grant-Funded Positions**

Teachers in positions which are funded through grants are subjected to the same layoff procedures; i.e., tenure, seniority, qualifications for position, etc. Outside of circumstances requiring a Reduction in Force, if grant funding for a position is no longer available, a tenured teacher in a grant-funded position being eliminated will be offered any available open position for which they are qualified. If there are no open positions for which they are qualified, they may "bump" a non-tenured teacher in a position for which they are qualified.

### **Procedures for Layoff and Recall**

If the Board finds that a reduction in force is necessary based upon AS 14.20.177, the reductions in force and recall shall be conducted in accordance with state statute and the terms of the collective bargaining agreement.

The following procedures will be followed:

1. The District shall provide notice of non-retention to non-tenured teachers, as per the Negotiated Agreement with the Nome Education Association (NEA). The District will layoff tenured teachers that because of the elimination of certain programs are not qualified to teach any positions. The District will then provide layoff notice to tenured teachers in reverse order of seniority. The District may retain non-tenured teachers and place on layoff status a tenured teacher if there is no tenured teacher in the district who is qualified to replace the non-tenured teacher. The district will provide to NEA a list that ranks all teachers by seniority with their certification and endorsements and another list that indicates those teachers that are identified for layoff.
2. Seniority shall be defined as length of continuous service with the District in a certificated position, part-time or full-time, or a combination of both, measured from initial date of contract employment. Periods of paid or unpaid leave or lay-off shall not be considered as interruption of service and shall be counted toward seniority. In the event a tie still exists, seniority shall be determined by the drawing of lots for the affected teachers.
3. For purposes of this plan, state law provides that a tenured teacher is considered qualified for a position if the position is in
  - (a) grades K-8 and the teacher has an elementary endorsement;
  - (b) an established middle school and the teacher has
    - (i) an elementary endorsement;
    - (ii) a middle school endorsement; or
    - (iii) a secondary certificate with a subject area endorsement in the area of assignment in which the teacher filling the position will spend at least 40 percent of the teacher's time or the teacher has, within the five years immediately preceding the last date on which the teacher performed teaching services in the district before being laid off, received an evaluation stating that the teacher's performance in the subject or subjects meets the district performance standards; or
  - (c) grades 9-12 and the teacher has an endorsement for each subject area in which the teacher filling the position will spend at least 40 percent of the teacher's time or the teacher has, within the five years immediately preceding the last date on which the teacher

performed teaching services in the district before being laid off, received an evaluation stating that the teacher's performance in the subject or subjects meets the district performance standards.

4. The District shall recall any tenured staff affected by this reduction in force by recalling them under the statutory hiring preference if and when, in the course of the next three years, the Board determines that changed financial circumstances make it economically and educationally responsible to reinstate one or more positions. The Board shall offer the position to qualified tenured teachers on layoff status in order of their seniority. Initial contact shall be by certified mail to the current address provided by the teacher and by email to the email address provided by the teacher. The President of the Association or the designated Association representative shall receive a copy of the email. Failure to respond within 30 days of receipt of the certified mail sent by the District will result in removal from the recall list. The District may, in its discretion, offer part-time positions if the District's financial status improves, but not to the extent necessary to reinstate the entire program or position, provided, however, that the refusal of a teacher to accept a part-time offer or less than a full year contract as defined in statute and regulation shall not terminate a laid-off teacher's hiring preference.

5. A tenured teacher who has received notification of lay-off may elect to take unpaid leave for up to one year. Teachers who elect to take unpaid leave in lieu of lay-off shall be considered for recall following the expiration of such leave in accord with these procedures, provided written notice is provided to the District. This leave of absence shall not be subject to any provision of the Negotiated Agreement. A teacher taking a leave of absence shall be placed on a recall list at the end of the leave.

6. Continuing access to benefits shall be available to any laid-off teachers to the extent provided by COBRA.

7. Layoff status does not constitute a break in service for retaining tenure rights and accrued sick leave.

8. The District shall maintain all other academic programs not affected by the plan.

9. Notice of layoff shall be provided to tenured staff affected by the reduction in force prior to the deadline set forth in AS 14.20.140.

### **Implementation Steps**

- Superintendent evaluates enrollment statistics, Governor's initial budget, District's initial draft budget for upcoming school year, discussions from State Legislature and/or state educational professional associations to determine if plans for a Reduction in Force are warranted
- Superintendent will review the first draft of the upcoming year's budget in conjunction with the Business Manager and appropriate directors and principals to identify reductions/efficiencies in all other areas other than staffing.
- Superintendent convenes a meeting with a District team to determine placements for returning teachers and involuntary transfers based on most current staffing allocations. District team will assist in identifying any potential layoffs.
- All employment offers will be contingent upon funding.
- Provide non-retention/layoff notices to affected staff, which shall include options and recall procedures.

## **BP 4117.31 LAYOFF/REHIRE**

### **Certificated Personnel**

***Note:** Before a school district lays off any tenured teacher, the school board must adopt a layoff plan. The plan must identify academic and other programs that the district intends to maintain in implementing the layoff plan. The plan must also include procedures for layoff and recall of tenured teachers. The following plan contains those provisions required by Alaska's reduction in force statute, AS 14.20.177. This statute also prohibits a district and its teachers' association from entering into collective bargaining agreement terms which conflict with AS 14.20.177.*

The Board believes that any reduction in staff which is required should be undertaken so as to minimize disruption to the education program and to the provision of instructional services to students, and to cause the least deviation from the present assignment of personnel. The terms "reduction in certificated staff" or "layoff" refer to action the District takes to reduce the number of certificated staff due to decreased enrollment and/or due to a reduction in the District's basic need in an amount established by law.

Adopted: June 10, 2003

**Nome Public Schools**

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**Sec. 14.20.177. Reductions in force.**

(a) A school district may implement a layoff plan under this section if it is necessary for the district to reduce the number of tenured teachers because

(1) school attendance in the district has decreased; or

(2) the basic need of the school district determined under AS 14.17.410(b)(1) decreases by three percent or more from the previous year.

(b) Before a school district lays off any tenured teacher, the school board shall adopt a layoff plan. The plan must identify academic and other programs that the district intends to maintain in implementing the layoff plan. The plan must also include procedures for layoff and recall of tenured teachers consistent with this section.

(c) Except as provided in this subsection, a school district may place a tenured teacher on layoff status only after the district has given notice of nonretention to all nontenured teachers. However, a school district may retain a nontenured teacher and place on layoff status a tenured teacher if there is no tenured teacher in the district who is qualified to replace the nontenured teacher. The school district shall comply with the notice requirements set out in AS 14.20.140 in placing a tenured or nontenured teacher on layoff status.

(d) For purposes of this section, a tenured teacher is considered qualified for a position if the position is in

(1) grades K - 8 and the teacher has an elementary endorsement;

(2) an established middle school and the teacher has

(A) an elementary endorsement;

(B) a middle school endorsement; or

(C) a secondary certificate with a subject area endorsement in the area of assignment in which the teacher filling the position will spend at least 40 percent of the teacher's time or the teacher has, within the five years immediately preceding the last date on which the teacher performed teaching services in the district before being laid off, received an evaluation stating that the teacher's performance in the subject or subjects meets the district performance standards; or

(3) grades 9 - 12 and the teacher has an endorsement for each subject area in which the teacher filling the position will spend at least 40 percent of the teacher's time or the teacher has, within the five years immediately preceding the last date on which the teacher performed teaching services in the district before being laid off, received an evaluation stating that the teacher's performance in the subject or subjects meets the district performance standards.

(e) For a period of three years after layoff, a teacher is on layoff status and is entitled to a hiring preference in the district where the teacher had been employed. The hiring preference applies only to vacant teaching positions for which the teacher is qualified. If a teacher is offered a teaching position under this subsection and the teacher declines the offer or fails to accept it within 30 days, the teacher is no longer considered to be on layoff status and is no longer entitled to a hiring preference under this section unless the teacher declines the offer because the teacher is contractually obligated to provide professional services to another private or public educational program.

(f) Notwithstanding any provision of AS 23.40, the terms of a

collective bargaining agreement entered into between a school district and a bargaining organization representing teachers on or after August 16, 1996, may not be in conflict with the provisions of this section.

(g) A teacher on layoff status is not entitled to be reemployed under AS 14.20.145 and does not accrue leave. However, layoff status does not constitute a break in service for retaining tenure rights and accrued sick leave.

(h) In this section, "school district" or "district" means a city or borough school district or a regional educational attendance area.

**Sec. 14.20.140. Notification of lay off or nonretention.**

(a) If a teacher who has acquired tenure rights is to be laid off under AS 14.20.177 or is not to be retained for the following school year, the employer shall notify the teacher of the layoff or nonretention by writing, delivered before May 15, or by registered mail postmarked before May 15.

(b) If a teacher who has not acquired tenure rights is to be laid off under AS 14.20.177 or is not to be retained for the following school year the employer shall notify the teacher of the layoff or nonretention by writing delivered on or before the last day of the school term or by registered mail postmarked on or before the last day of the school term.

(c) Notwithstanding a teacher's right to continued employment under AS 39.20.500 – 39.20.550, a school district may notify a teacher of layoff or nonretention under this section for the following school year for a permissible reason.