

Yupit School District

Box 51190 • Akiachak, AK 99551 • Telephone (907) 825-3600 • FAX (877) 825-2404



Date: July 21, 2016
To: Regional School Board
From: Rayna Hartz, Superintendent
Re: Work Session

The Administration presents information for the Kokarmiut Lease work session.

Akiak School
P.O. Box 49
Akiak, Alaska 99552
Tel. (907) 765-4600

Akiachak School
P.O. Box 51189
Akiachak, Alaska 99551
Tel. (907) 825-3616

Tuluksak School
P.O. Box 115
Tuluksak, Alaska 99679
Tel. (907) 695-5625

LEASE AGREEMENT

LEASE AGREEMENT (“Lease”) is made effective as of the 7th day of September, 2015 by and between KOKARMIIT CORPORATION, an Alaska Native village corporation (“Landlord”), and YUPIIT SCHOOL DISTRICT (“Tenant”).

ARTICLE 1: PREMISES

1.1 – Premises. The Landlord leases to Tenant and Tenant leases from Landlord the premises described as follows: Unit Nos. 1, 2, 3, 4, and 5, owned by Landlord, in Akiak, Alaska, located at Akiak School Teacher Housing, consisting of five dwelling units, and all appurtenant common and parking areas, as shown in the attached Exhibit A. Each Unit, together with appurtenant common and parking areas, is referred to in this Lease as a “Unit.” All of the Units are referred to together as the “Premises” or “Property”.

1.2 – Furnishings. The Premises are leased to Tenant unfurnished.

ARTICLE 2: RENT

2.1– Base Rent. Tenant shall pay to Landlord monthly rent in the amount of \$750 per month per Unit. The base rent shall increase by three percent (3%) on September 1 of every year that the Lease continues beyond 2015.

2.2- Rent Payments and Additional Rent. Any amount due to Landlord under this Lease, in addition to Base Rent, shall be considered Additional Rent and, in the event of non-payment thereof, Landlord shall have all rights and remedies provided in the Lease in case of non-payment of Base Rent. Rental payments shall be delivered to the office of the Landlord at PO Box 52147, Akiak, AK 99552, or at such other place as may be designated in writing from time to time by Landlord. Rent will be paid in quarterly payments remitted on the first day of each quarter on October 1, January 1, April 1, and July 1.

2.3-Additional Fees. Any installment of rent or any other charge payable which is not paid within ten (10) days after it becomes due shall be considered past due, and Tenant shall pay to Landlord as additional rent (as defined herein) a late charge equal to \$50.00/month for each Unit that has an overdue amount, or the maximum allowed under applicable law, whichever is less, for each month or fractional month transpiring from the date due until paid. A twenty-five dollar (\$25.00) handling charge shall be paid by Tenant to Landlord for each returned check.

2.4-Holdover. If Tenant remains in the Premises after the Lease expiration date with the consent of the Landlord, and has not given prior written notice to Landlord, such continuance of possession by Tenant shall be deemed to be a month-to-month tenancy at the sufferance of Landlord terminable on thirty (30) day notice at any time by either party. All provisions of this Lease, except those pertaining to term and rent, shall apply to the month-to-month tenancy. Tenant shall pay a new rent in an amount equal to one hundred ten percent (110%) the rent payable for the last full calendar month during the regular Lease term. In addition, Tenant shall pay any Additional Rent due in accordance with the terms of this Lease.

ARTICLE 3: TERM

3.01– Term and Option to Extend. The term of the Lease shall be nine (9)

months, commencing on October 1, 2015 (the "Lease Commencement Date"), and terminating on June 30, 2016, unless terminated sooner as expressly provided in this Lease Agreement. Provided that Tenant is not in default of any provision of this Lease, the term of this Lease shall automatically be extended for additional one (1) year terms, commencing on June 1 of the applicable year, unless: (a) Tenant provides Landlord with ninety (90) days written notice prior to the expiration of the then-existing term of this Lease that Tenant elects not to extend the term of this Lease or that Tenant elects to extend the term of this Lease for less than all Units; or, (b) Landlord provides Tenant with one hundred eighty (180) days written notice prior to the expiration of the then-existing term of this Lease that Landlord elects not to extend the term of this Lease.

ARTICLE 4: CONDITION AND USE OF PREMISES; INSPECTION

4.01– As is Condition of Premises. Tenant agrees to and shall lease the Premises in their "as is" condition as of the Lease Commencement Date.

4.02– Use of Premises. Tenant shall have the right to use the Premises for the purpose of employee housing or housing for Tenant's contractors. Any use, assignment or subleasing to unauthorized parties shall be a material breach of this Agreement. Tenant shall comply with all easements, reservations, restrictions, and covenants of record, statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all governmental authorities, now or hereafter applicable to Tenant's business and the Premises. Tenant shall not have the right to construct other buildings or improvements on the Premises without the written approval of the Board of Directors of Landlord, except as provided in this Lease.

The Premises may be used and occupied only for the use provided for above and for no other purpose, without obtaining Landlord's prior written consent. Tenant shall, at its own expense, comply with all applicable statutes, ordinances, rules, regulations, orders, and requirements in effect during the Lease term or any part of the Lease term hereof regulating the use by Tenant or condition of the Premises including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101 et. seq. Tenant shall not place a load upon the floor of the buildings which exceeds that load per square foot which such floor was designed to carry or which is allowed by law. Tenant shall not perform any act or carry on any practice that may be a nuisance or menace.

4.03– Inspection. Landlord and its agents or representatives shall have the right to enter into and upon the Premises during regular business hours for the purpose of inspecting the Premises, and for making reasonable repairs which Landlord may be required to make hereunder. Landlord will provide Tenant with twenty-four (24) hours notice except in the case of an emergency.

4.04 - Environmental. As used in this section, the term "**Hazardous Waste**" means:

A. Those substances defined as “hazardous substances,” “hazardous materials,” “toxic substances,” “regulated substances,” or “solid waste” in the Toxic Substance Control Act, 15 U.S.C. § 2601 et. seq., as now existing or hereafter amended (“TSCA”), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et. seq., as now existing or hereafter amended (“CERCLA”), the Resource, Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et. seq. as now existing or hereafter amended (“RCRA”), the Federal Hazardous Substances Act, 15 U.S.C. § 1261 et. seq., as now existing or hereafter amended (“FHSA”), the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et. seq., as now existing or hereinafter amended (“OSHA”), the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et. seq., as now existing or hereafter amended (“HMTA”), as a petroleum product or oil as defined in 33 U.S.C. §1321, and the rules and regulations now in effect or promulgated hereafter pursuant to each law referenced above;

B. Those substances defined as "hazardous substances," "hazardous waste," "hazardous material," "toxic substances," "regulated substances," as sewerage or "solid waste" under the law of the state where the Property is located law or in the Uniform Fire Code, 1988 edition;

C. Those substances listed in the United States Department of Transportation table (49 CFR § 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); and

D. Such other substances, mixtures, materials and waste which are regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state or local laws or regulations (all laws, rules and regulations referenced in paragraphs (A), (B), and (C) above are collectively referred to as “**Environmental Laws**”).

4.5.1 Tenant does not intend to and Tenant shall not, nor shall Tenant allow any other person (including partnerships, corporations and joint ventures), during the Lease term to manufacture, process, store, distribute, use, discharge or dispose of any Hazardous Waste in, under or on the Premises, buildings, the Common Areas, or any property adjacent thereto, except in small quantities similar to those quantities usually kept on similar premises for or in connection with use and maintenance of residential dwellings. Tenant shall cause all such materials to be stored, used and disposed of in compliance with all Environmental Laws. No fuel drums shall be allowed on the Premises.

A. Tenant shall notify Landlord promptly in the event of any spill or release of Hazardous Waste into, on, or onto the Premises regardless of the source of spill or release, whenever Tenant knows or suspects that such a release occurred.

B. Tenant shall not be involved in operations at or near the Premises which could lead to the imposition on the Tenant or the Landlord of liability or the creation of a lien on the Premises, under the Environmental Laws.

C. Tenant shall, upon twenty-four (24) hour prior notice by Landlord, permit Landlord or Landlord’s agent access to the Premises to conduct an environmental site assessment with respect to the Premises.

4.5.2 Tenant for itself and its successors and assigns undertakes to protect, indemnify, save and defend Landlord, its tenants, employees, directors, officers, shareholders, affiliates, consultants, independent contractors, successors and assigns (collectively, “**Indemnities**”) harmless from any and all liability, loss, damage and expense, including reasonable attorneys’ fees, claims, suits and judgments that Landlord or any other Indemnitee, whether as Landlord or otherwise, may suffer as a result of, or with respect to:

A. The violation by Tenant or Tenant’s agents, employees, subtenants, invitees, licensees or contractors of any Environmental Law, including the assertion of any lien thereunder and any suit brought or judgment rendered regardless of whether the action was commenced by a citizen (as authorized under the Environmental Laws) or by a government agency;

B. To the extent caused, directly or indirectly by Tenant or Tenant’s agents, employees, subtenants, invitees, licensees or contractors, any spill or release of or the presence of any Hazardous Waste affecting the Premises whether or not the same originates or emanates from the Premises or any contiguous real estate, including any loss of value of the Premises as a result of a spill or release of or the presence of any Hazardous waste;

C. To the extent caused, directly or indirectly by Tenant or Tenant’s agents, employees, subtenants, invitees, licensees or contractors, any other matter affecting the Premises within the jurisdiction of the United States Environmental Protection Agency, the applicable state environmental agency, including costs of investigations, remedial action, or other response costs whether such costs are incurred by the United States Government, the enforcement agency of the state where the Property is located, or any Indemnitee;

D. To the extent caused, directly or indirectly by Tenant or Tenant’s agents, employees, invitees, licensees or contractors, liability for clean-up costs, fines, damages or penalties incurred pursuant to the provisions of any applicable Environmental Law; and

E. To the extent caused, directly or indirectly by Tenant or Tenant’s agents, employees, invitees, licensees or contractors, liability for personal injury or property damage arising under any statutory or common-law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance, or for the carrying on of abnormally dangerous activity, and response costs.

F. This indemnification obligation shall survive termination of the Lease.

4.5.3 In the event of any spill or release of or the presence of any Hazardous Waste affecting the Premises, caused by Tenant, its employees, agents, subtenants, invitees, licensees, or contractors, whether or not the same originates or emanates from the Premises or any contiguous real estate, and/or if Tenant shall fail to comply with any of the requirements of any Environmental Law, Landlord may, after at least thirty (30) days prior written notice to Tenant, at its election, but without obligation so to do, give such notices and/or cause such work to be performed at the Premises and/or take any and all other actions as Landlord shall deem necessary or advisable in order to remedy said spill or release of Hazardous Waste or cure said failure of compliance and any amounts paid as a result thereof, together with interest at the rate equal to the product of the variable Prime Rate “Prime,” plus six percent (6%) per annum as charged by Wells Fargo Bank, N.A.; times the amount of such installment amount due, or eighteen percent (18%) per annum of

such installment, whichever is less, for each month or fractional month transpiring from the date due until paid. However, in no event shall the amount be more than allowed by applicable law.

4.5.4 Intentionally Omitted Landlord upon giving Tenant thirty (30) days prior notice, shall have the right in good faith to pay, settle or compromise, or litigate any claim, demand, loss, liability, cost, charge, suit, order, judgment or adjudication for which Tenant is liable, or with respect to which an action has been filed against Landlord, without the consent or approval of Tenant unless Tenant within said thirty (30) day period shall protest in writing and provide Landlord with detailed evidence substantiating the reasons for Tenant's protest. If such evidence is not persuasive to Landlord, Landlord shall so notify Tenant, and Landlord may proceed with the action which was stated in the 30 day notice. .

4.5.5 Landlord represents and warrants to Tenant that as of the date of this Lease, Landlord has received no written notice from any governmental or administrative entity having jurisdiction over the Premises notifying Landlord that Hazardous Waste is present on, in or under the Premises in violation of any "Environmental Law", and that Landlord has no knowledge of the presence of Hazardous Waste on, in or under the Premises in violation of any Environmental Law. "Knowledge" of Landlord shall be limited to the actual knowledge of Sammy Jackson 1 without any duty of investigation.

ARTICLE 5: MAINTENANCE; REPAIRS; ALTERATIONS.

5.01– Landlord's Duties. Landlord shall repair and maintain, in good condition, the structural parts of the Premises, which structural parts include the foundations, bearing and exterior walls, roof, floors and sub-flooring, electrical panels, and unexposed electrical, lines. Landlord shall have no obligation to maintain or repair any damage caused by the negligence or misconduct of Tenant or any Tenant's persons occupying the Premises. If Landlord does not perform such maintenance, Tenant shall give Landlord written notice of the need for such maintenance, and Landlord shall have thirty (30) days to commence such maintenance and shall have such additional amount of time as may be reasonably necessary to make the repairs. If Landlord fails to timely perform the maintenance after receipt of written notice from Tenant, then eight (8) hours after receipt by Landlord of a second notice from Tenant that Tenant intends to commence the repairs, or in the event of an emergency, Tenant may elect to do the reasonably necessary maintenance to the structural parts of the Premises to keep them in in good condition, and shall submit a written invoice to Landlord for the reasonable and necessary cost of the maintenance. Emergency is defined as a material risk of life/safety harm to persons or a material risk of significant damage to the Premises. Landlord shall have thirty (30) days to review the invoice and submit payment to Tenant for the parts of the invoice to which Landlord does not object. After thirty (30) days, if Landlord has not contested the amount of the invoice, Tenant may deduct the cost thereof from any sums payable to Landlord under this Lease, and shall provide written notice to Landlord of how the deduction has been applied to allow for accurate accounting records by both parties. Should Tenant elect not to deduct the cost from sums payable to Landlord under this Lease, the reasonable

amount thereof shall be payable by Landlord as provided above with lawful interest thereon at the legal rate.

5.02– Tenant’s Duties. Tenant shall repair and maintain in good condition all features in the Premises which Landlord is not required to maintain, including without limitation, all interior non-bearing walls, and interior ceilings, windows, doors, carpeting, exposed electrical features and fixtures, and plumbing fixtures, heating, sewer and plumbing equipment, and heating and plumbing lines; however, if the heating system cannot be repaired or maintained, or the heating and plumbing lines require replacement from the Premises to Landlord’s boundary line, but not for any such lines which are on the property where the Tenant’s educational buildings are located, Landlord shall be responsible for the replacement of the heating and plumbing equipment and lines. Tenant shall also be responsible for ground maintenance, such as snow removal and landscape maintenance.

5.03– Alterations. Tenant shall not make any alterations, improvements or additions to any Unit or the property without the prior written consent of Landlord, which shall not be unreasonably withheld. Landlord’s consent is not required, however, for non-structural alterations to the existing houses costing less than \$5,000. All alterations, improvements, additions and fixtures other than Tenant’s furnishings and fixtures, shall become the property of Landlord and be surrendered with the Premises, at the termination of this Lease.

5.04- Liens. If any mechanic's or other labor or material lien is filed against the Premises or any part thereof as a result of work requested by Tenant, Tenant shall cause such lien to be discharged by payment, bond, or otherwise, within 30 days from the filing of the lien. If Tenant fails to do so, Landlord may obtain such discharge, and Tenant shall indemnify and hold Landlord harmless from and against all expenses in connection therewith and shall reimburse Landlord for such expenses, on demand, as Additional Rent.

ARTICLE 6: INSURANCE; INDEMNITY

6.1 Liability Insurance: Tenant shall maintain commercial general liability insurance for damages because of bodily injury or personal injury to or death of any person(s) or property damage occurring in or about the Premises or in connection with Tenant’s use or occupancy of the Premises in the following minimum amounts: one million (\$1,000,000.00) dollars each occurrence; two million (\$2,000,000.00) dollars general aggregate, and Tenant shall name Landlord as an additional insured.

6.2 Building Insurance: Tenant, at Tenant’s expense, shall keep the Premises and the buildings of which the Premises are a part, insured against damage and destruction by fire, vandalism, and other perils, for each Unit, and for any contents located on the Premises. The amount of the insurance shall be equal to the full replacement value of the each Unit. Tenant shall name Landlord as an additional insured, and Landlord may elect to not have any additional insurance coverage of any kind for the Premises. Should Tenant be unable, fail, refuse or neglect to procure such insurance, Tenant shall provide Landlord with written notice of the need to obtain such insurance, and Landlord shall have thirty (30) days to obtain the insurance and shall invoice Tenant for the cost of the insurance coverage as additional rent due under this Lease.

6.3 Mutual Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause of action against the other for any loss or damage to any property of Landlord or Tenant, arising from any cause that (a) would be insured against under the terms of any property insurance required to be carried hereunder; or (b) is insured against under the terms of any property insurance actually carried, regardless of whether the same is required hereunder. The foregoing waiver shall apply regardless of the causes or origin of such claim, including but not limited to the negligence of a party, or such party's agents, officer, employees or contractors. The foregoing waiver shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of Landlord or Tenant. The foregoing waiver shall also apply to any deductible, as if the same were a part of the insurance recovery.

6.4- Waiver of Claims. Tenant assumes all risk of damage to its personal property and in, upon, or about the Premises, unless such loss or damage is due to the negligence or intentional misconduct of the Landlord, its employees or agents. Tenant waives all claims in respect thereof against Landlord unless such loss or damage is due to the negligence or intentional misconduct of the Landlord, its employees or agents.

6.5 - Indemnification. Tenant waives all claims against Landlord for damage to any property in or about the Premises and for injury to any persons, including death resulting therefrom, regardless of cause or time of occurrence unless caused by the negligence or intentional misconduct of Landlord or Landlord's employees, agents and contractors. Tenant shall defend, indemnify and hold Landlord harmless from and against any and all claims, actions, proceedings, expenses, damages and liabilities, including attorney's fees, arising out of, connected with, or resulting from any use of the Premises by Tenant, its employees, agents, contractors, visitors or licensees, including, without limitation, any failure of Tenant to comply fully with all of the terms and conditions of this Lease except for any damage or injury which is the direct result of negligence or intentional misconduct by Landlord, its employees, agents, and contractors.

ARTICLE 7: DESTRUCTION, DAMAGE OR CONDEMNATION OF PREMISES

7.1 – Destruction. If the Premises are totally destroyed or suffer damage amounting to 25% or more of the value of the improvements or the Premises, this Lease shall terminate automatically as of the date of such occurrence. Tenant shall pay all sums owed at the date of such occurrence.

7.2 - Damage. If the Premises suffer damage from fire, explosion, wind storm or other casualty amounting to less than 25% of the value of the improvements, the Lease will continue in full effect unless Tenant requests, in writing, within twenty (20) days following the occurrence, that Landlord make an election to either terminate the Lease as of the date of destruction or restore the Premises to substantially their condition immediately preceding such occurrence. Landlord shall make such election within thirty (30) days of Tenant's request, and, if Landlord elects to restore the Premises, shall reduce the rent according to the degree of damage from the date of Tenant's request for an election until the restoration is substantially completed.

7.3 – Condemnation of Premises. In the event the Premises or any part thereof is taken or condemned for a public or quasi-public use, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemner, and rent shall abate in proportion to the square feet of leased floor space taken or condemned or shall cease if the entire Premises be so taken. In either event the Tenant waives all claims against Landlord by reason of the complete or partial taking of the Premises. Landlord shall be entitled to the entire amount of any condemnation award, except Tenant shall be entitled to make a separate claim for loss or damage to the Tenant’s business or tangible personal property provided that such claims do not reduce or otherwise affect any award or compensation claimed by the Landlord.

ARTICLE 8: ESTOPPEL CERTIFICATES

8.1 Estoppel Certificate. Within fifteen (15) days after request by Landlord in the event of a sale of the Units by Landlord or obtaining a loan with the Units as collateral for the financing, Tenant shall provide a certificate to any proposed mortgagee or purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and unmodified, that there are no defenses or offsets thereto, and stating the nature and amount of any claims of Tenant against Landlord, or the amount of any prepaid rent. The form of the certificate shall be substantially similar to **Exhibit B** attached.

ARTICLE 9: ASSIGNMENT AND SUBLEASING

Tenant shall not voluntarily or by operation of law assign, sublet, or otherwise transfer or encumber any part of Tenant’s interest in this Lease or in the Premises without Landlord’s prior written consent, which shall not be unreasonably withheld; provided that, Tenant is authorized, without consent of Landlord, to permit the use of the Premises by Tenant’s employees and contractors, and to sublease Units to Tenant’s employees and contractors, but subject to the terms and conditions of this Lease

ARTICLE 10: DEFAULT AND REMEDIES

10.1 – Default by Tenant. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

- a) Vacation or abandonment of the Premises without paying rent;
- b) Failure to pay any payment required as of and when due which failure is not remedied within ten (10) days after the date the payment was due;
- c) Failure to cure the breach of any provision or observe or perform any of the covenants, agreements or obligations of this Lease, other than the making of any payment, or to remedy any default within ten (10) days after Landlord has given Tenant written notice of the default;
- d) The filing by or against Tenant of a petition in bankruptcy, including reorganization, unless in the case of an involuntary petition, the same is dismissed within 30 days;

- e) The making by Tenant of any general arrangement or assignment for the benefit of creditors OR Tenant becomes insolvent, makes a transfer in fraud of its creditors, or is the subject of a bankruptcy petition which is not dismissed in sixty (60) calendar days;
- f) The appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease.

10.2 – Landlord's Remedies. In the event of any default or breach by Tenant, Landlord, at any time, upon written notice to Tenant, without waiving or limiting any other right or remedy, may choose, at its sole discretion, any one or more of the following remedies:

- a) Immediately re-take possession of the Premises, removing all persons from the Premises, and, at Landlord's option, remove any or all Tenant property to the school building(s) in Akiak, Alaska at Tenant's expense and/or arrange for storage of any Tenant property at Tenant's expense. Tenant agrees to hold Landlord free and harmless from any liability whatsoever for the removal and/or storage of any such property, whether of Tenant or any third party whomsoever. Such action by the Landlord shall not be deemed to have terminated this Lease
- b) Rent the Premises or any part thereof upon such terms and conditions and for such period as Landlord may consider advisable, either with or without any improvements, equipment or fixtures that may be situated on the Premises. In the event Landlord chooses to re-rent the Premises, any net rents collected by Landlord shall be credited to the rents owed by Tenant to Landlord, and, if Landlord fails to realize an amount sufficient to pay the rent due under this Lease, Tenant shall remain obligated to Landlord for any deficiency. Landlord shall not be responsible or liable for any failure to re-let the Premises or any part thereof or for failure to collect any rent due upon any such re-letting. Landlord's re-entry shall not terminate this Lease unless Landlord gives written notice of an intention to terminate to Tenant. Notwithstanding anything contained in this Section 10.2(b), Landlord shall be required to mitigate its damages to the extent required by applicable Alaska law. Tenant shall be liable for and pay to Landlord on demand all such expenses as Landlord may have paid, assumed or incurred in recovering possession of the Premises, including costs, expenses, attorney's fees and expenditures placing the same in good order, or preparing or altering the same for reletting, and all other expenses, commissions and charges paid by the Landlord in connection with reletting the Premises. Any such reletting may be for the remainder of the Lease term or for a longer or shorter period. Such reletting shall be for such rent and on such other terms and conditions as Landlord, in its sole discretion, deems appropriate. Landlord may execute any lease made pursuant to the terms hereof in the Landlord's own name and Landlord may assume Tenant's interest in any existing subleases to any tenant of the Premises, as Landlord may see fit, and Tenant shall have no right or authority whatsoever to collect any rent from such tenants or subtenants of the Premises. Landlord reserves the right to bring such actions for the recovery of any deficits remaining unpaid by the Tenant to the Landlord hereunder as Landlord may deem advisable from time to time without being obligated to await the end of the Lease term, Commencement of maintenance of one or more actions by the Landlord in this connection shall not bar the Landlord from bringing any subsequent actions for

further accruals. In no event shall Tenant be entitled to any access rent received by Landlord over and above that which Tenant is obligated to pay hereunder.

- c) Collect by legal proceedings or otherwise all rent due, or other sums as they become due as well as enforce by legal proceedings or otherwise any covenant or condition or term of this Lease.
- d) Terminate this Lease. In the event of termination, Tenant shall surrender possession of said Premises immediately and shall pay Landlord all monthly rent due to the date of termination and all damages Landlord may incur by reason of Tenant's default to repair or restore the Premises to the condition required under this Lease. On such termination Landlord may recover the following from Tenant, in addition to the remedies permitted at law or in equity:
 - (i) The worth, at the time of the award, of the unpaid rents and additional rents which had been earned at the time this Lease is terminated;
 - (ii) The worth, at the time of the award, of the amount by which the unpaid rents and additional rents which would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of rents that Tenant proves could be reasonably avoided;
 - (iii) The worth, at the time of the award, of the amount by which the unpaid rent and additional rents for the balance of the Lease term after the time of award exceeds the amount of such rental loss for such period as the Tenant proves could have been reasonably avoided; and
 - (iv) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's breach of its obligations under this Lease, or which in the ordinary course of events would be likely to result therefrom. The detriment proximately caused by Tenant's breach shall include, (i) expenses for cleaning, repairing or restoring the Premises to the condition required by this Lease, (ii) any broker's commissions, advertising costs, and other expenses to locate a replacement tenant, (iii) costs for insurance premiums, utilities, and security until a replacement tenant is found, (iv) expenses of retaking possession of the Premises, (v) reasonable attorney's fees and court costs, and (vi) any other costs allowed by law.

10.3 – Default by Landlord; Tenant's Remedies. Landlord's failure to cure the breach of any provision of this Lease or to remedy any default within ten (10) days after notice from Tenant specifying the nature of such breach (or if the breach is such that more than ten (10) days are required for its cure, to commence and diligently prosecute such cure) shall constitute a default hereunder. In the event of a material default, Tenant shall have the right to terminate this Lease, in addition to any remedies available at law.

ARTICLE 11: TAX AND UTILITY PAYMENTS

11.1 - Real Estate Taxes and Assessments. Landlord shall pay any real property

taxes and assessments upon the Premises, and Tenant shall reimburse Landlord for all such real property taxes and assessments upon written demand from Landlord.

11.2 - Personal Property Taxes and Assessments. Tenant shall pay before delinquent any and all taxes, licenses, fees, and public charges levied, assessed, or imposed upon Tenant's fixtures, furniture, appliances, and personal property located or installed in the Premises.

11.3 - Utilities. Tenant shall provide at its cost and expense normal sewer and water, gas, fuel oil, electric, telephone, and waste removal, and other utilities used, rendered, or supplied in connection with the Premises.

ARTICLE 12: GENERAL PROVISIONS

12.1 - Surrender of Premises. Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise, surrender to Landlord the Premises, including all keys and together with all replacements thereto, in the same condition as on the Lease Commencement Date, reasonable wear and tear excepted, and free and clear of all debris and in a clean and orderly manner.

12.2 - Notices. Any notice required or permitted by this Lease shall be in writing and delivered either personally or by certified or express mail at the following addresses unless either party has designated in writing a different address:

To: Landlord at:

PO Box 52147
Akiak, Alaska 99552

To: Tenant at:

Notices shall be effective upon receipt or failure or refusal to accept delivery on Monday to Friday between 10am and 4pm, excluding holidays.

12.3 - Time of the Essence. Time is of the essence in the performance of this Lease.

12.4 - Choice of Law. This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Alaska.

12.5 - Entire Agreement. This Lease contains the entire understanding of the parties with respect to its subject matter and may be modified only by a writing signed by the parties in interest at the time of the modification. The exhibits attached hereto are incorporated herein by this reference.

12.6 - Warranties and Representations. Each party represents and warrants that: (1)

if applicable, it is an entity duly formed, in good standing, and is authorized and empowered under applicable laws of the State of Alaska and its jurisdiction of formation to enter into and perform this Lease; (2) it has approved and authorized the execution, delivery, and performance of this Lease insofar as it pertains to the obligations of the party; (3) all action that may be necessary for the approval, execution, and delivery of this Lease has been taken; and (4) all of the required and necessary approvals, authorizations, and actions are in effect at the time of the execution and delivery of this Lease.

12.7 – Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof

12.8 – Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns.

12.9 – Counterparts and Facsimiles. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimiles of signatures shall be accepted as original signatures.

IN WITNESS WHEREOF the Lease has been duly executed and delivered by the Landlord and the Tenant on the date set forth below.

LANDLORD:
Kokarmuit Corporation

TENANT:
Yupiit School District

By: _____

By: _____

Its: _____

Its: _____

Dated: _____, 2016

Dated: _____, 2016

EXHIBIT A
DRAWING OF PREMISES

EXHIBIT B
ESTOPPEL CERTIFICATE

To: Landlord, Buyer of the Premises and/or
Lender

THIS IS TO CERTIFY THAT:

1. The undersigned is the Tenant under that certain Lease, dated _____ (“Lease”) for those certain premises commonly known as _____, in _____, _____ (“Premises”).

2. The Lease is in full force and effect and has not been modified, changed, altered or amended in any respect and is the only lease or agreement between the undersigned and Landlord affecting the Premises.

3. The undersigned has accepted possession and now occupies the Premises. The construction of the space occupied by the undersigned has been satisfactorily completed in all respects. Landlord is not required to make any further tenant improvements nor pay for any tenant improvements to be made by Tenant.

4. All conditions of the Lease to be performed by Landlord for the Lease to be fully effective have been satisfied, and Landlord has fulfilled all of its duties and obligations under the Lease.

5. The Lease term began _____, and the Lease term expires _____. Tenant has no right or option to extend the term of the Lease, except for _____. The rent presently being paid is \$_____ per month. All rentals, charges and other obligations on the part of the undersigned under the Lease have been paid to and including the date of _____, 20___. No rentals, charges or other obligations have been prepaid for more than two (2) months. A security deposit of \$_____ was paid to the Landlord.

6. There are no existing defenses which the undersigned has against the enforcement of the Lease by Landlord, and the undersigned is not entitled to any free rent or any credits, offsets, or deductions in rent.

7. No actions, whether voluntary or otherwise are pending against the undersigned under the bankruptcy laws of the United States or any State thereof.

8. Tenant has no right of first refusal or option to lease space in addition to the space it currently occupies under the Lease.

9. Tenant has no right of first refusal or option to purchase the Premises or any part thereof.

10. Tenant has not received or been entitled to receive any concessions, free rent or tenant improvements of any kind that are not set forth in the Lease.

11. Tenant acknowledges that Landlord will assign Landlord's interest in the Lease to Buyer and/or Lender and agrees to attorn to Buyer and/or Lender and to perform all of Tenant's obligations as Tenant under the Lease, including, without limitation, the payment of rent directly to Buyer (or to a management company at the written direction of Buyer) and/or Lender at the address set forth above, unless Tenant is otherwise notified in writing by Buyer and/or Lender.

12. To the best of Tenant's knowledge, Tenant is not in default under the Lease nor has any event occurred which, with the passage of time or the giving of notice, or both, would constitute a default or breach by Tenant. Tenant is current in the payment of any rent, taxes, utilities, common area maintenance payments, or other charges required to be paid by Tenant under the Lease.

13. Tenant has not entered into any sublease, assignment or any other agreement transferring any of its interest in the Lease or the Premises.

14. Tenant represents, to the best of its knowledge, that no hazardous materials, toxic substances or other contaminants ("Hazardous Materials") have been used, treated, stored or disposed of by Tenant or any representatives or agents of Tenant on the Premises except in compliance with all federal, state and local laws, rules and regulations applicable to Hazardous Materials and the environment. Tenant further represents that Tenant does not hold any permits or identification numbers issued by the United States Environmental Protection Agency or any State or local agencies with respect to Tenant's operations upon the Premises.

15. Tenant recognizes and acknowledges it is making these representations to Landlord and to Buyer and/or Lender and assignees with the intent that the Buyer and/or Lender and its members, partners and assignees may rely hereon and as a material inducement to Buyer's purchase of the Premises from Landlord and/or Lender's loan to Buyer or Landlord.

TENANT:

DATED: _____

By: _____

Title: _____

Yupiiit School District

Box 51190 • Akiachak, AK 99551 • Telephone (907) 825-3600 • FAX (877) 825-2404



Date: July 21, 2016
To: Regional School Board
From: Rayna Hartz, Superintendent
Re: Approval of Agenda

The Administration presents the July 21, 2016 Yupiiit School District Regional School Board Agenda for approval.

Akiak School
P.O. Box 49
Akiak, Alaska 99552
Tel. (907) 765-4600

Akiachak School
P.O. Box 51189
Akiachak, Alaska 99551
Tel. (907) 825-3616

Tuluksak School
P.O. Box 115
Tuluksak, Alaska 99679
Tel. (907) 695-5625

Yupiit School District

The Mission of the Yupiit School District is to educate all children to be successful in any environment.

Regional Board Members

Akiachak

Akiak

Tuluksak

Willie Kasayulie, Chairman Ivan M. Ivan, Vice Chairman Noah Andrew, Board Member
 Samuel George, Treasurer Moses Owen, Board Member Moses Peter, Board Secretary
 Robert Charles, Board Member

Committee Meetings and Work-sessions

10:00 AM - Kokarmiut Lease Agreement

Agenda (beginning at 1:00 PM)

Regional Board of Education Meeting

LOCATION: Akiachak, Alaska **DATE:** July 21, 2016

- I. Call to Order
- II. Roll Call
- III. Invocation
- IV. Recognition of Guests
- V. Approval of Agenda
- VI. Approval of Minutes:
- VII. Correspondence
- VIII. Reports:
 - A. Superintendent's Report
 - 1. Willie Kasayulie Letter to Delta Discovery
 - 2. Strategic Plan Document
 - 3. TNC Easement Document
 - 4. Teacher Evaluation Document
 - 5. Southcentral Foundation NUKA system of care
 - B. Yupiaq Department Report
 - C. Business & Financial Report
 - D. Maintenance Report
- IX. Action Items
 - A. Personnel:
 - 1. Resignations
 - A. Tammy Hicks, Tuluksak 7/8th Grade
 - B. William Hicks, Tuluksak Special Education Teacher
 - C. Karri Tikiun, Tuluksak Secretary
 - 2. New Hires:
 - A. Kellie Soronen, Akiak Math/Science Teacher
 - B. Hope Casseri, Akiachak 5th Grade
 - C. Mark Casseri, Akiachak Math Teacher
 - D. Patrick Navin, Akiachak Science Teacher
 - E. Mark Biberg, Tuluksak 4th/5th Grade Teacher
 - F. John Douglas, Tuluksak 7th/8th Grade Teacher

- B. BDO Audit Report
- C. Lisa Taylor, Audit Support
- D. Myriam Mycias, Black Mountain Support
- E. Akiak Native Community Water Contract
- F. Akiachak Native Community Water & Sewer Contract
- X. Board Travel:
- XI. Public Comments
- XII. Board Comments
- XIII. Executive Session: Litigation Report
- XIV. Next Regular Meeting: August 19, 2016
- XV. Adjournment

Yupit School District

Box 51190 • Akiachak, AK 99551 • Telephone (907) 825-3600 • FAX (877) 825-2404



Date: July 21, 2016
To: Regional School Board
From: Rayna Hartz, Superintendent
Re: Approval of Minutes

The Administration presents the June 23, 2016 Yupit School District Regional School Board Minutes for approval.

Akiak School
P.O. Box 49
Akiak, Alaska 99552
Tel. (907) 765-4600

Akiachak School
P.O. Box 51189
Akiachak, Alaska 99551
Tel. (907) 825-3616

Tuluksak School
P.O. Box 115
Tuluksak, Alaska 99679
Tel. (907) 695-5625

Yupiit School District

Box 51190 Akiachak, AK 99551 (907) 825-3600 Fax (877) 825-2404

Regional School Board

Akiachak

Willie Kasayulie, Chairman
 Samuel George, Treasurer
 Robert Charles, Board Member

Akiak

Ivan M. Ivan, Vice Chairman
 Moses Owen, Board Member

Tuluksak

Noah Andrew, Secretary
 Moses Peter Board Member

Minutes of the Yupiit School District Regional Board of Education

Held: June 23, 2016
 Village: Akiachak, Alaska

<p>Strategic Plan and RSB Self-Evaluation</p>	<p>10:00 AM – facilitated by Tom Begich</p>
<p>Call to Order</p>	<p>I. Call to Order: Chairman Kasayulie called the regular meeting of the Regional School Board to order at 1:25 PM</p>
<p>Roll Call</p>	<p>II. Roll Call: Present:</p> <p>Willie Kasayulie, Chairman Ivan Ivan, Vice Chairman Samuel George, Treasurer Noah Andrew, Secretary Moses Owen, Board Member Robert Charles, Board Member Moses Peter, Board Member</p>
<p>Invocation</p>	<p>III. Invocation: Moses Owen rendered the invocation</p>
<p>Recognition of Guests</p>	<p>IV. Recognition of Guests: Sophie Kasayulie; Rayna Hartz; David Macri; Alex Tatum; Jim Hartz; Tony Kaliss; Steward McDonald; Jana Harcharek</p>
<p>Approval of Agenda</p>	<p>V. Approval of Agenda: Motion by Ivan Ivan, Seconded by Noah Andrew to approve the agenda as presented. Motion passed.</p>
<p>Approval of Minutes</p>	<p>VI. Approval of Minutes: Motion by Ivan Ivan, Seconded by Moses Owen to approve the Regular Board meeting Minutes. Motion passed.</p>

Correspondence	VII. Correspondence - none
Reports	VIII. Reports: A. Superintendent’s Report – Rayna Hartz summarized her report B. Maintenance Director’s Report – Jim Hartz summarized his report
Recess	Chairman Kasayulie called for a recess at 1:44 PM Reconvened at 1:55 PM C. Business and Finance Report – Lucienne Smith summarized her report via tele-conference
Action Items	IX. Action Items 3rd Reading of FY15 BP Updates: The Administration recommended approval of FY15 BP Updates: BP 6010 Goals and Objectives; BP 6146.1 High School Graduation Requirements; BP/AR 6146.3 College and Career Readiness Assessments (formally titled High School Graduation Qualifying Exam); BP 6146.5 Differential Requirements for Individuals with Exceptional Needs; BP/AR 6155 Class Examinations/Challenging Courses by Examination; BP/E 6174 Bilingual-Bicultural Education/Limited English Proficiency; BP/AR 6181 Charter School; BP 8200 Powers and Duties; BB 9270 Conflict of Interest Motion by Ivan Ivan, Seconded by Noah Andrew to approve the 3 rd Reading of Board Policy Updates. Motion passed. A. 3rd Reading of Proposed Administrative Regulation for Credit by Exam The Administration recommended approval of the 3 rd Reading of Proposed Administrative Regulation for Credit by Exam. Motion by Ivan Ivan, Seconded by Robert Charles to approve the 3 rd Reading of Proposed Administrative Regulation for Credit by Exam. Motion passed. B. 2016-2017 Strategic Plan: The Administration recommended approval of the 2016-2017 Strategic Plan. Motion by Ivan Ivan, Seconded by Sam George to adopt the 2016-2017 Strategic Planning. Motion passed. C. Personnel: 1. Resignations: 2. New Hires: The Administration recommended approval of the following hires: Tim Bateman, District-Wide Technology Director; Jessica Vaudreuil, District-Wide ELL Program

<p>Continue – Action Items</p>	<p>Director; Hessa Bateman, 7-12 Generalist, Akiachak School; and Frank Salisbury, Social Studies, Tuluksak School.</p> <p>Motion by Sam George, Seconded by Ivan Ivan to approve the new hires. Motion passed.</p> <p>D. Kokarmiut Corporation: The Administration recommended approval of the Kokarmiut Corporation Lease Agreement.</p> <p>Motion by Sam George, Seconded by Robert Charles to approve the Kokarmiut Corporation Lease Agreement.</p> <p>Chairman Kasayulie suggested to have the YSD attorney review the Kokarmiut Corporation Lease Agreement</p> <p>Motion by Sam George, Seconded by Robert Charles to withdraw the motion and review it during the work session on the July meeting. Motion passed.</p> <p>Tabled for next month.</p>
<p>Board Travel</p>	<p>X. Board Travel</p>
<p>Public Comments</p>	<p>XI. Public Comments</p>
<p>Board Comments</p>	<p>XII. Board Comments</p>
<p>Executive Session</p>	<p>XIII. Executive Session</p>
<p>Next Meeting Regular Meeting</p>	<p>XIV. Next Regular Meeting: July 21, 2016</p>
<p>Adjournment</p>	<p>XV. Adjournment: Motion by Moses Owen, Seconded by Robert Charles to adjourn the meeting at 2:49 PM. Meeting adjourned.</p> <p>_____</p> <p>Secretary</p> <p>_____</p> <p>Date</p>

Yupit School District

Box 51190 • Akiachak, AK 99551 • Telephone (907) 825-3600 • FAX (877) 825-2404



Date: July 21, 2016
To: Regional School Board
From: Rayna Hartz, Superintendent
Re: Correspondence

The Administration presents the following Correspondence for review:

DEED Assessment Waiver request

Akiak School
P.O. Box 49
Akiak, Alaska 99552
Tel. (907) 765-4600

Akiachak School
P.O. Box 51189
Akiachak, Alaska 99551
Tel. (907) 825-3616

Tuluksak School
P.O. Box 115
Tuluksak, Alaska 99679
Tel. (907) 695-5625



To: Superintendents

From: Margaret MacKinnon, Director

Date: June 7, 2016

Subject: Waiver from Assessing ELA, Math, and Science in 2016

Alaska is planning to request a waiver from the U.S. Department of Education of the requirements to administer English language arts, mathematics, and science assessments to all students in the 2015-2016 school year.

Due to significant technology challenges, the state was not able to administer the required assessments in English language arts and mathematics to all students in grades 3-10 and in science to all students in grades 4, 8, and 10. On Tuesday, March 29, 2016, at approximately 10:30 a.m. Alaska Daylight Saving Time, construction workers severed a fiber optic cable at the University of Kansas, where Alaska's testing service provider is based, shutting down Internet service at the university and interrupting the computer-based test for all students in Alaska until Thursday, March 31. After resumption of testing on March 31, the system crashed two more times that morning, evidently because the repaired cable could not handle the volume of test-takers in multiple states.

Both before and after the cable was cut, there were reports from across the state of multiple technology errors that affected students, such as blank screens, no sound, items out of sequence, and answers not being saved. Many students had their testing interrupted, had to answer the same question more than once, or had a test that did not work as designed. On Friday, April 1, after several communications with the testing service provider about both the capacity of the cable repair and the multiple technology errors, Interim Commissioner Dr. Susan McCauley announced the cancellation of testing. The cancellation was based on concern that the repeated technical disruptions had rendered the affected tests invalid. The affected tests included the English language arts and mathematics Alaska Measures of Progress (AMP) tests, the Alaska science tests, and the Dynamic Learning Maps (DLM) alternate assessments.

Subsequent to the announcement of the cancellation of the tests on April 1, Alaska communicated multiple times with the testing service provider in an effort to find resolutions to the testing errors that had occurred. Alaska was not able to resume testing because reasonable assurances that system errors were corrected were not provided by the testing service provider. There was insufficient evidence that Alaska students would have a high probability of successful testing. By the third week of May, when solutions for the testing errors still had not been adequately explained or determined and schools around the state were closing for summer break, it was no longer an option to administer the assessments during the 2015-2016 school year.

As a result, Alaska is seeking a waiver from the requirements of the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the No Child Left Behind Act of 2001 (NCLB), to implement a set of high-quality, yearly student academic assessments in language arts, mathematics, and science; to measure the achievement of all students in grades 3-8 and once in high school on the language arts and mathematics assessments; and to measure the achievement of all students in grades 4, 8, and 10 on the science assessment. Specifically, Alaska is requesting a waiver of sections 1111(b)(3)(A), 1111(b)(3)(C)(vii), and 1111(b)(3)(C)(ix)(I) of ESEA, as amended by NCLB.

Because the interruption to testing occurred during the first week of the test window, only a small percentage of students statewide were able to complete the assessment before the interruptions occurred. In addition, there is substantial doubt about whether the answers recorded by students represent credible data. Schools and districts reported that the interruptions and other test administration problems created testing situations in which some students took questions more than once, clicked through answers in order to finish before the test crashed again, experienced other difficulties, or became confused or frustrated. For a statewide assessment, student results are reported as a scale score that is comparable from student to student, school to school, and year to year in a grade level and content area. The scale score allows an achievement level to be reported that indicates whether a student met the state standards. In order to report scale scores and achievement level results for students on a statewide assessment, a large number of students must take the assessment. Because so few students completed the assessments and there is concern about the credibility of the answers, it is not technically possible to report valid scale scores or achievement levels for the 2016 assessments.

As a result, Alaska is seeking a waiver from the requirements of the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the No Child Left Behind Act of 2001 (NCLB), to report achievement data on its state and local report cards, and to submit data for the annual State Report to the Secretary. Specifically, Alaska is requesting a waiver of sections 1111(h)(1)(C)(i, iii, and iv), 1111(h)(2)(B), and 1111(h)(4)(B) of ESEA, as amended by NCLB.

The requested waiver is for the 2015-2016 school year. Alaska is seeking a new assessment system for English language arts, mathematics, and science to begin in the 2016-2017 school year, and expects to release a Request for Proposals (RFP) in the near future.

You are encouraged to submit comment and provide input on the waiver request until July 7, 2016, at 5:00 p.m., to eric.fry@alaska.gov.

Yup'it School District
 PO Box 51190
 Akiachak, AK 99551
 Regional School Board Report

Author of Report: Rayna Hartz
 Department/Location: Superintendent
 Date of Regional School Board Meeting: July 21, 2016

1. Mission Statement

- a. To educate all children to be successful in any environment.

2. Objectives

- a. To provide every child an opportunity to complete high school and possess the skills needed to pursue further education of their choice.
- b. To partner with parents and the community to ensure that every child becomes a whole person and is a contributing member of society.

3. Strategic Goal Areas:

- a. Effective Operations
- b. Yup'ik Curriculum and Improved Student Attendance and Academic Outcomes
- c. Career Pathways
- d. Involving Elders and the Community

Date(s)	Activity	Details	Describe the connection to YSD Mission, Objectives, Strategic Goals and/or School Goals
July	Community Outreach	Please see attached letter authored by Chair Willie Kasayulie to the Delta Discovery	Effective Operations Involving Elders and the Community
June	Strategic Plan	Please see attached final Strategic Plan	Effective Operations Yup'ik Curriculum Career Pathways Involving Elders and the Community
July, 2010	VSW-TLT Easement	For information only, please see attached easement document between Village Safe Water and Yup'it School District regarding Tuluksak Lagoon	Effective Operations
July	Teacher Evaluations	We are moving away from the Marzano framework to a 3-domain design (Classroom Environment, Instruction, Professionalism). This is in partnership with Alaska Gateway School District.	Effective Operations
July	SCF Nuka	We are examining the Southcentral Foundation NUKA system of care toward implementing these elements in our school system.	Effective Operations Involving Elders and the Community

Willie Kasayulie, Author
Letter submitted to Delta Discovery
July 2016

Fishing for king salmon is practically over and residents are starting to store away their catches for winter use. From what has been posted in Facebook and comments made during KYUK talk show indicate that this year was a successful year for those that continue to provide for their families, as it has been done by our ancestors despite the fishing restrictions being placed on all residents. We are not done yet as there are still other species of salmon migrating to their spawning grounds. Kudos to the Kuskokwim Inter-Tribal Fisheries Commission and the agencies that worked collaboratively this season.

The month of August is fast approaching and those of us that are involved in education are preparing for the coming school year. With the support of our tribal governments, the Yupiit School District has been involved in the Yupiaq Education Conference in April and just now completed our Strategic Planning and goal setting for the coming year.

We recognize challenges in our villages, especially with young people, that our Yupiaq society is changing rapidly. Those of us that grew up before the 1980's were instilled with values by our parents and elders of that era through traditional teachings using our Native language. The same can be said of communities where mixed population existed in our region.

The Alaska Constitution is specific about the role of the State to provide education to all school age youth. The federal government has the trust responsibility to all first peoples in the United States as mandated by federal laws based on government-to-government relationships in all areas of governmental functions among the Tribes. Tribes have inherent authority and responsibility to provide governmental services, including education to their members.

Tribes enact tribal laws to protect, enhance and perpetuate the identity of their society. One of these tribal law(s) is the Tribal Education Ordinance. The Code has attributes as federal and state laws that require tribal standards, certification of teachers, curriculum that includes language retention, orthography, culture and history, relationship with our environment, local organizations and governments, effects of alcohol and drugs to ones being and community, and parental involvement in education of their children. The Code also creates Tribal Education Department that can work with school districts and village schools. The Code does not create separate schools, but to work with existing schools to strengthen curriculum to meet the needs of local communities.

The United States is a signatory to the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP). Article 14 – “1. Indigenous peoples have the right to establish and control their educational systems and institutions providing education in their own languages....2. Indigenous individuals, particularly children, have the right to all levels and forms of education of the State

Willie Kasayulie, Author
Letter submitted to Delta Discovery
July 2016

without discrimination. 3. States shall, in conjunction with indigenous peoples, take effective measures, in order for indigenous individuals, particularly children, including those living outside their communities, to have access, when possible, to an education in their own culture and provided in their own language.”

The changes we see in our villages today are that the younger generation are speaking more English, our region has the highest suicide rates in the United States, access to alcohol has traumatic effect on families and communities, lack of opportunities for the young generation, identity crisis, lack of respect on others and their properties, and in some cases lawlessness in our villages.

What can we do to start healing our society and instill pride of who we are as peoples especially of our young generations? We know for fact that our parents generation were continually reinforced of our traditional laws, teachings and customs by their elders. We have schools in all our villages, but we know that majority of the imported teachers do not fully understand our ways. The schools have our children nine months out of the year. We know for fact that the school cannot solve many of the issues we face by themself. So what do we do?

Each school in our villages are places of gathering of our children and communities. Does our school leaders ever ask a question to parents and communities what they want their children to be taught? Who owns and control access to the schools in our villages? These questions need to be resolved by each village and the school districts. Each village **MUST** share responsibility and instill **PRIDE** of their village schools by collaborating with their school leaders.

At the Yupiit schools, our strategy is to incorporate curriculum developed over the years gathered from our elders, partners with other school districts that have developed Yupiaq curriculum, and collaborate by implementing the Tribal Education Code requirements of perpetuating our language, culture and history. We know that we have the support of the federal and state governments.

The **CHALLENGE** we face is the lack of Yupiaq educators that are fluent in Yupiaq language and orthography. We know for fact that there are many retired and qualified Yupiaq educators in the Y/K delta. **WE NEED YOU**. How else do you think urban schools, such as Anchorage, succeed with much diversity in providing education to students in many languages spoken in their schools.

We have a mindset that we have to abide by the laws of the funding agencies in order to use their monies to educate our children. The new terminology used in indigenous communities worldwide today is the movement towards decolonizing education by incorporating indigenous knowledge curriculum into their schools using indigenous teachers to teach them. We also have to decolonize our mindset

Willie Kasayulie, Author
Letter submitted to Delta Discovery
July 2016

that we don't always have to follow the established state and federal educational procedures in order to educate our children.

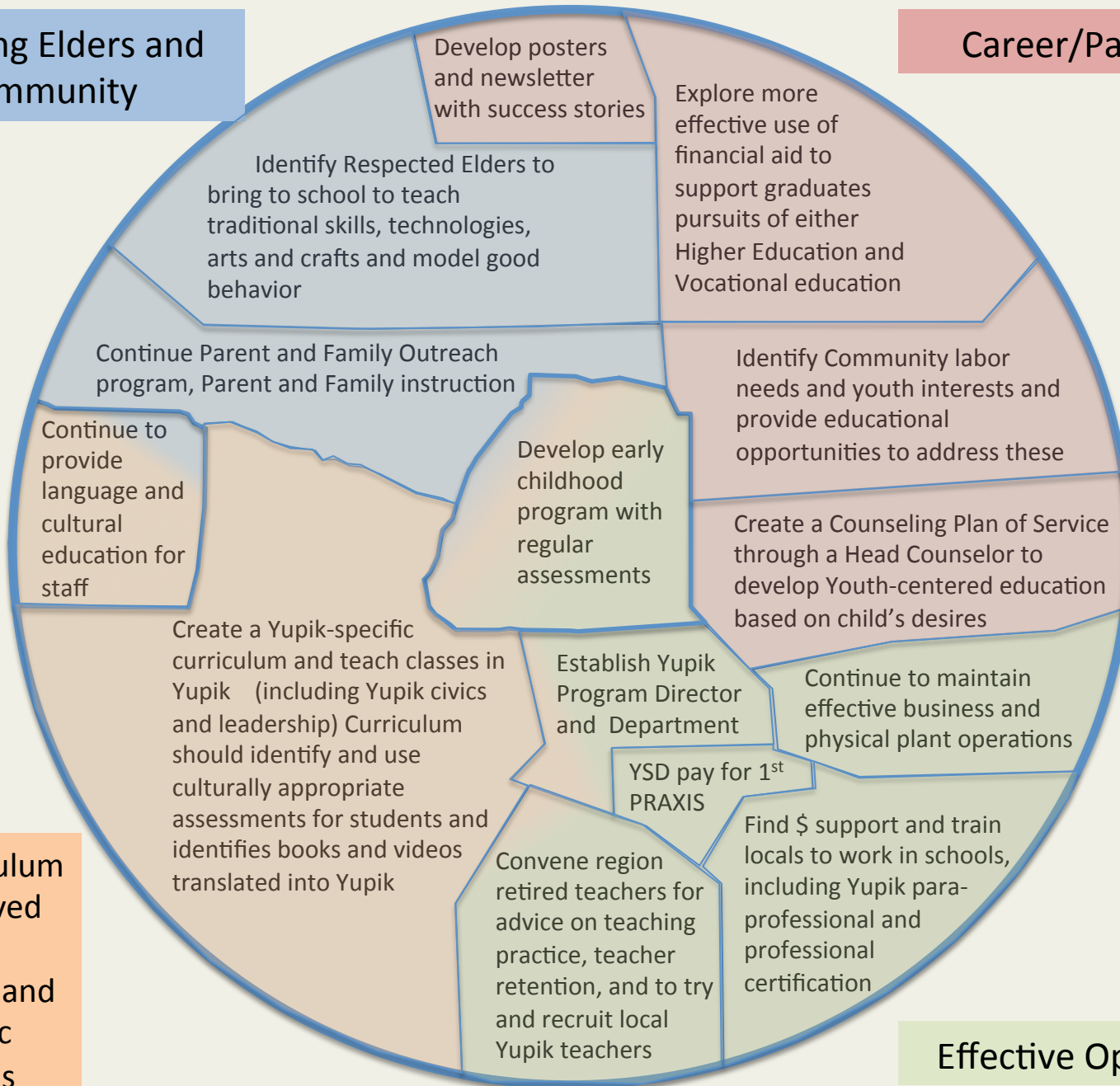
Education is the key to any society to have successful and productive citizenry. Help us bring back the traditional teachings of our elders in this new century to perpetuate our way of life using our schools, community residents and Tribes. We then can collectively move towards healing our families and communities.

Involving Elders and Community

Career/Pathways

Yupik Curriculum and Improved Student Attendance and Academic Outcomes

Effective Operations



Yupiit School District Mission Statement

Mission Statement

To educate all children to be successful in any environment.

Objectives

To provide every child an opportunity to complete high school and possess the skills needed to pursue further education of their choice.

To partner with parents and the community to ensure that every child becomes a whole person and is a contributing member of society.

A successful Yupiit student...

... is well-rounded and healthy in spirit, mind, and body and academically ready for college or careers

... is involved with their family throughout their education, coming to school prepared to learn because families have taught them from birth

... is able to know and use their language and are grounded in our culture

... is respectful and courteous and serve as role models

... attends school, listen, observes, and learns

... knows the basics: can read, write, comprehend and do mathematics

... will be successful in any environment – Native or non-Native

... will know how to provide for themselves and know self-sufficiency

... will thrive in our communities – giving back and making contributions to their village

... will have a personal and positive vision for their future

... will be brave and have courage

Strategic Goal Areas

- Effective Operations
- Yupik Curriculum and Improved Student Attendance and Academic Outcomes
 - Career Pathways
 - Involving Elders and Community

Strategic Area: Effective Operations Objectives

1) Find \$ to support and train locals to work in schools including Yupik paraprofessional and professional certifications (work with University of Alaska)

- Establish Type M Certification criteria for language speakers – (must have letters of recommendation, teaching skills, Yupik grammar skills) **Status: Now underway**
- Develop regular teacher certification criteria that is Yupik-based and provide to DEED (could include State Board as well – set up meeting) **Status: New idea, not yet underway**

Target Date for completion: January 2018

Responsible School Board Member: One from each community – Akiachak: Willie Tuluksak: Noah Akiak: Ivan

Responsible Staff: Rayna/Sophie

- Classified employees should keep a portfolio to meet qualification for student teaching (check with University of Alaska on req. and recommend to them. See report for suggested steps for dollar support.) Comment: Bethel may pay for this **Status: Not yet underway**

Target Date for completion: January 2019

Responsible School Board Member: TBD following above

Responsible Staff: TBD following above

2) Establish A Yupik Program Director and Department responsible for... (Complete using TRG funds)

- Yupik Curriculum including: civics and culture; Yupik materials; Elder outreach; Explore Cultural Summer School option; place-based materials; community wellness; and tie in to economic development. Also consider a quarterly celebration for schools to secure teacher buy-in **Status: Now underway**
- Work with Tribal Government in each village to develop education department for each tribe including funding sources such as AVCP, Fed. Tribal Education, etc. (Keep in mind capacity building) **Status: New idea, not yet underway**

Target Date for completion: August 2017 for the first

Responsible School Board Member: Moses O. – lead , Ivan, Noah/Moses P. Responsible Staff: Sophie

Strategic Area: Effective Operations Objectives

- 3) Develop early childhood program with regular assessments, collaborate with Head Start, and use local Elders as language experts (can use existing *Moore* funds). **Status: Underway**
Responsible Staff: *Sophie*
- 3) YSD pay for 1st-time PRAXIS for local teachers **Status: Now underway**
- 4) Continue to maintain effective business and physical plant operations **Status: Now underway**
- 5) Assess interest of region retired teachers for advice on teaching practice, teacher retention, and to try and recruit local Yupik teachers (articles, FB, KYUK) **Status: New Idea, not underway**

Target Date for initiation: *July 2016 article/radio* Responsible School Board Member: *Willie will write in Delta Discovery and KYUK to initiate*
Responsible Staff: *Rayna*

Strategic Goal:

Yupik Curriculum and Improved Student Attendance and Academic Outcomes Objectives

- 1) **Yupik Program Department (YPD) creates a Yupik-specific curriculum focused on**
 - civics, history, culture, and language (see Akiak - Use support/Yupik staff to provide language and cultural education for students – includes assessments) **Status: *Place-based science/subsistence and language are underway; social studies and community are next.***

Target Date for completion: June 2017 (first draft) Responsible Staff: Sophie/Rayna
 - Leadership, community service (perhaps a task for student government as well) **Status: *Now underway, needs more direction***

Target Date for completion: December 2017 Responsible School Board Member: Entire Board Responsible Staff: Site Principals (identify youth to participate)
 - That uses Elders as resources **Status: *in progress as part of each component***
 - YPD identifies books and videos translated into Yupik (perhaps set up a “review” or “advisory” Board to check document? Make sure that the language is consistent with local dialects) **Status: *in progress***
- 2) **Continue providing language and cultural education for staff during in-service and for new staff orientation (cultural consultants and Elders) *Status: in progress***
- 3) **Have a clearly articulated total curriculum**

Strategic Goal: Career Pathways Objectives

- 1) **Identify Community labor needs and youth interests and provide educational opportunities to address these (look at potential Kodiak partnerships) *Status: Not underway***

- Jobs in schools for returning students (vocational or educational)
- Ideas from Tribal Government for jobs – look at tribal sovereignty funds and opportunities
- Offer opportunities for graduates to attend school in-services to improve their skills

Target Date for completion: January 2017

Responsible School Board Member: Moses O.

Responsible Staff: Sophie/Rayna

- 2) **Explore more effective use of financial aid to support graduates pursuits of either Higher Education or Vocational education (also see if there is a Paul J. Ivan Scholarship) *Status: Not underway***

Target Date for completion: immediate

Responsible School Board Member: Council will advise on Fund availability

Responsible Staff: Alex and Head Counselor

- 3) **Create a Counseling Plan of Service through a Head Counselor that looks at Youth-centered education based on child's desires, including relevant vocational education, professional, and life skills courses (cooking, child dev., etc...) *Status: Head Counselor hired, need counseling plan of service***

Target Date for completion: January 2017

Responsible School Board Member: Whole Board

Responsible Staff: Rayna, Head Counselor

- 4) **Develop a communication strategy for success *Status: Not underway***

- Develop Parent-Family/Peer networks; posters created by kids for events (perhaps as a task for student government)

Target Date for completion: June 2017

Responsible School Board Member: Willie (with Paul as consultant) Responsible Staff: Bonnie

Strategic Goal: Involving Elders Objectives

1) Identify and bring Elders into school to teach traditional skills, arts and crafts, technology and model good behavior (continue this)

- Develop Elders groups in schools for activities twice a month (seasonally appropriate activities)
- Identify Elders who are active in each school and those active in Tribal Court – reach out to them (be patient)

Status: Underway

- Archive Elders material, create an app, look at old work that was done, review archives, review obituaries and pamphlets from church (Ivan – Bethel history), identify students in each village to help in this process and make a class out of writing a history, these villages as the founder villages

Status: Needs work on archive and more formal elders groups

Target Date for initiation: October for starting to archive – Robert and Sophie will indicate to Board what they may want to do
Responsible School Board Member: Robert Charles (perhaps Sam) Responsible Staff: Sophie

2) Continue Parent and Family Outreach program including parent and family instruction (Parents as Teachers?)

- Develop School/Parent and Family Compact (student handbook)
- Meet with parents and family before school year starts – and revisit them at end; use positive postcards to reinforce parent and family activities (Gatherings have been initiated)
- Develop education regional conferences with families, staff, and community
- Develop Youth/Parent-Family tree to support attendance
- Develop annual education program for parents and family around critical School District issues (such as Attendance, Yupik curriculum)

Status: Underway

Target Date for completion: Immediate and ongoing Responsible School Board Member: Whole Board Responsible Staff: Site principals

Recommendations

- To University of Alaska (UA)/Legislature: Allow classified employees in rural sites to use classroom time toward student teaching requirement
- To UA: Assist in development of Early Childhood program with regular assessments
- To Tribal Governments: Develop language nests
 - Seek multiple year funding from private sources, such as banks and others Yupiit does business with
- To Tuluksak Tribal Government: Adopt Tribal Education Code
- To Tribes: Continue to pursue Tribal Community College
- To Rural CAP, Head start, Advisory School Boards, Tribal Governments; and community members: Hold community-wide meetings on School District plan and identify roles and partnerships for all
- To the Legislature: Identify efforts to better recruit and retain teachers
- To the Legislature, DEED, for fed government: Allow for strong locally developed certification process and local control
- Continue to network with AASB, NSBA, CEE, other school districts and other indigenous and other education efforts

A
L
A
S
K
A

2010-000894-0

Recording Dist: 402 - Bethel
9/1/2010 9:44 AM Pages: 1 of 8



LEASE AGREEMENT

(Permanent Utility Easement)

THIS LEASE, made and entered into this 20 day of July, 2010
between the Yupiit School District., whose address is P.O. Box 51190, Akwachak, Alaska 99551
hereinafter called "LESSOR", and Tuluksak Native Community whose address is P.O Box 95,
Tuluksak, AK 99679, hereinafter called the "LESSEE".

The parties agree as follows:

1. The Premises. The Lessor hereby leases to the Lessee the surface estate of an area within un-subdivided Yupiit School District land to be used as an Easement suitable for transportation and general utility uses, as shown on Exhibit A to this document, and being further described as follows:

A PORTION OF YUPIIT SCHOOL DISTRICT PROPERTY, TULUKSAK, ALASKA

Being a portion of un-surveyed lands located in the SW 1/4, SW 1/4, SW 1/4, Section 27, Township 12 North, Range 66 West, Seward Meridian, Tuluksak, Alaska, as shown on Exhibit A, and being more particularly described as follows:

Commencing from Corner M-6, , a 3-1/4 inch, aluminum capped monument, as shown on the TULUKSAK SCHOOL SUBDIVISION, Plat 2005-27, as recorded at the Bethel Recorder's Office in Bethel, Alaska, July 25, 2005, and the P.O.B. (Point Of Beginning), thence along the Southern boundary of said subdivision, North 71°44'19" West, a distance of 31.57 feet, to a point; thence leaving said Southerly boundary, North 36°23'00" East, a distance of 515.50 feet to a point; thence South 63°08'40" East, a distance of 30.42 feet, to point intersecting the Easterly boundary of said subdivision; thence along said Easterly boundary, South 36°23'00" West, a distance of 510.72 feet, to the P.O.B.; containing 15,393.3 square feet (0.35 acres), more or less

The legal description may change to conform to a survey or surveys. The Lessee shall commission and obtain a valid plat incorporating an as-built survey, recordable in form, at its own expense, for Lessor's signature, within one year (1) from the date hereof.

2. Purpose of Lease. The sole and exclusive purpose of the lease is the construction, operation, and maintenance of an easement suitable for transportation and general utility uses for access to community sanitation facilities, and this purpose is subject to all prior

existing rights, including any rights created by ANSCA in Lessor and third persons, whether or not claiming through Lessor.

3. Term of Lease. The lease term shall be thirty (30) years from the date that this lease is signed by both parties.
4. Rent. The Lessee agrees to pay the Lessor a rent for the premises in the sum of One Dollar (\$1.00) per year, at such office of the Lessor or its agent in the village of Tuluksak, as the Lessor may from time to time designate, on or before the 1st day of January on each and every year during said term.
5. Reservation of Rights. The Lessor reserves the right to grant to others the rights and privileges to use the premises not specifically and exclusively granted to the Lessee. The rights and privileges granted to the Lessee in this lease are the only rights and privileges granted to the Lessee by this lease. The Lessee has no easements, rights to privileges, expressed or implied, other than those specifically granted by this lease.
6. Valid Existing Rights. This lease is entered into and made subject to all valid existing rights, including easements, rights of way, reservations, or other interests in the premises, in existence on the date the lease is entered into.
7. Encumbrance of Premises. During the term of this lease, the Lessee may not assign this lease or sublet the premises, nor enter into any lease, easement, or other obligation of the Lessor's title without the prior written approval of the Lessor. Any such act, without prior written approval of the Lessor, is void as against the Lessor's title to the premises.
8. Subleases. The Lessee shall provide the Lessor with copies of all applications for subleases, assignments, proposals for development, and construction as-builts, as they become available.
9. Successors Bound. All covenants and provisions in this lease extend to and bind the legal representatives, successor, subleases, and assigns of the parties.
10. Access to Premises. The Lessor or its authorized representatives reserve the right of ingress to and egress from the premises.
11. Operation and Maintenance. At no cost to the Lessor, the Lessee will provide all utilities services, and maintenance necessary for the Lessee's use of the premises. The Lessee will



take reasonable steps to protect the surface of the leased area and natural resources and improvements thereon and maintain the premises in a reasonable neat and clean condition.

12. Surface Reservation. Unless otherwise stated in this lease, the Lessee may not sell or remove for use elsewhere any of the surface resources of the premises.

13. Breach and Remedies.

- (a) The premises are to be used only for the purpose of a right of way suitable for transportation and general utility uses and for no other purpose without specific written authorization of the Lessor. The Lessor retains the right to terminate this lease upon thirty (30) day's written notice if the premises are used for unauthorized purposes, or if they cease to be used for the construction and maintenance of a utility easement.
- (b) Time is of the essence in this lease. If the Lessee breaches any provision of this lease, other than a breach for improper use of the premises which is governed by subparagraph (a), and the breach is not remedied within thirty (30) days after written notice of it has been served on the Lessee, the Lessee is subject to any legal action that the Lessor considers appropriate, including the termination of this lease. The Lessor is not liable for any expenditure made by the Lessee in the event of termination of this issue.
- (c) If this lease is terminated by the summary proceedings or in any other manner, or if the premises or any part of it is abandoned by the Lessee during the term of this lease, the Lessor, after written notice to the Lessee, may immediately, or any time afterwards, enter or re-enter and take possession of the premises, or any part of it, without liability for any expenditures made by the Lessee in the event of termination of this lease.

14. No Waiver. The failure of the Lessor to insist on any one or more instance upon the strict performance by the other party of any provision in this lease may not be considered as a waiver for the future: the provision will continue in full force.

15. Indemnity of Lessor. The Lessee shall indemnify and hold the Lessor harmless from:

- (a) All claims and demands for loss or damage, including property damage, personal injury, wrongful death, and wage or employment claims, arising out



of or in connection with the use or occupancy of the premises by the Lessee or its successor, or at its invitation; and

- (b) Any accident or fire on the premises; and
 - (c) Any nuisance on the premises; and
 - (d) Any failure of the Lessee to keep the premises in a safe and lawful condition consistent with applicable laws, regulations, ordinances, or order; and
 - (e) Any assignment, sublease, or conveyance, attempted or successful, by the Lessee, which is contrary to the provisions of this lease.
 - (f) The Lessee will keep all goods, materials, furniture, fixtures, equipment, machinery, and other property on the premises at its sole risk, and will hold the Lessor harmless from any claim of loss or damage to them by any cause.
16. Notice of Claim. The parties agree to immediately notify each other of any claim, demand, or lawsuit arising out of or affecting the Lessee's occupation or use of the premises. Both parties will fully cooperate in the investigation and litigation of any claim, demand, lawsuit affecting the premises.
17. Laws and Taxes. At no expense to the Lessor, the Lessee will conduct all activities authorized by this lease in compliance with all federal, state, and local laws ordinances, rules and regulations now or hereafter in care, operation, maintenance, and protection of the utility easement, including but not limited to matters of health, safety, sanitation, and pollution. The acquisition of any necessary licenses or permits and payment of any taxes and special assessments accruing against the premises during this lease term will be the responsibility of the Lessee or its sublease and not that of the Lessor.
18. Notices. All notices and other writings required or permitted by this lease must be sent by registered or certified mail, postage prepaid, to the parties at the following addresses. A party must notify the other in writing of any changes of address.



LESSOR:

YUPIIT SCHOOL DISTRICT
P.O. BOX 51190
AKIACHAK, ALASKA 99551

LESSEE:

TULUKSAK NATIVE COMMUNITY
P.O. BOX 95
TULUKSAK, AK 99679

19. Denial of Warranty Concerning Title or Conditions. The Lessor make no specific warranties, expressed or implied, concerning the title or condition of the premises, including survey, access, or suitability for any use, including those uses authorized by this lease. The Lessee leases the premises subject to any and all of the covenants, terms, and conditions affecting the Lessor's title to the premises.
20. Integration and Modification. The lease, including all attachments may not be modified or amended except by a document signed by both parties to this lease. Any amendment or modification, which is not in writing and signed by both parties is of no legal affect.
21. Severability of Clauses of Lease. If any provision of this lease is adjudged to be invalid, that judgment does not affect the validity of any other provision of this lease, nor does it constitute any cause of action in favor of either party as against the other.
22. Headings. The heading of the numbered paragraphs in this lease shall not be considered in construing any provisions of this lease.

BY SIGNING THIS LEASE, the Lessor and Lessee, agree to be bound by its provisions as set out above.



LESSOR:

YUPIIT SCHOOL DISTRICT

By: [Handwritten Signature]

Its: Supt. Yupit SD

LESSEE:

TULUKSAK NATIVE COMMUNITY

By: [Handwritten Signature]

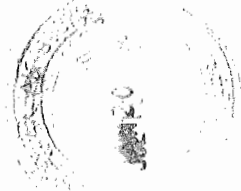
Its: TNC President

ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

This is to certify that on the 20 day of July, 2010 before me appeared _____, known to me to be the _____, of the YUPIIT SCHOOL DISTRICT,, who is authorized to sign this lease and who executed this lease and acknowledged voluntarily signing on behalf of the YUPIIT SCHOOL DISTRICT, as Lessor.

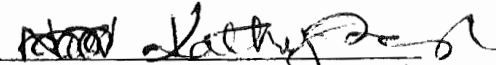
[Handwritten Signature]
NOTARY PUBLIC for the State of Alaska
My Commission Expires: Nov. 10



ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

This is to certify that on the 20 day of July, 2000, before me appeared Joseph Alexie, known by me to be the President, of TULUKSAK NATIVE COMMUNITY, who is authorized to sign this lease and who executed this lease and acknowledged voluntarily signing it on behalf of TULUKSAK NATIVE COMMUNITY as Lessor.


NOTARY PUBLIC for the State of Alaska
My Commission Expires: _____

Attachments: **Exhibit A: Map**

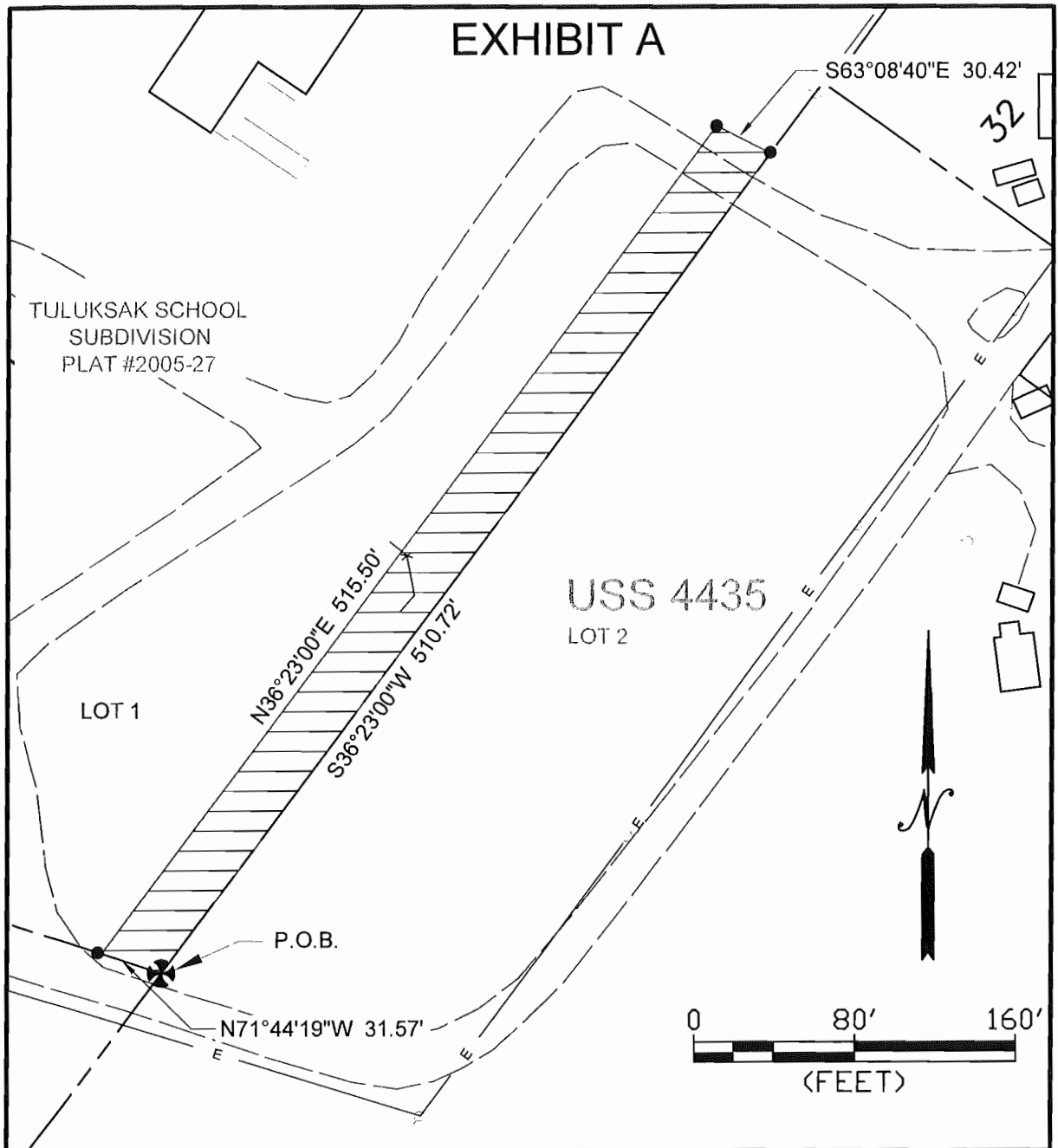
To be recorded at the Bethel Recording District
To be returned to:
Tuluksak Native Community
P.O. Box 95
Tuluksak, Alaska 99679

Copies to:
Yupit School District
P.O. Box 51190
Akiachak, Alaska
99551-0190

CE2 Engineers
P.O. Box 232946
Anchorage, AK
99528



EXHIBIT A



LEGEND	
	ALUMINUM CAPPED POST
	PROPOSED EASEMENT CORNER
	PROPOSED EASEMENT



Domain	Category	Practice	Indicator	Possible Indicator text (by Kersch)	Exemplary	Proficient	Basic	Unsatisfactory	Alignment to Alaska Teacher Standards	Alignment to Cultural Standards for Educators
1. Classroom Environment	a. Physical Space	1. Organizing physical space to engage students, facilitate movement, and focus on learning.	1	Safety and routines	The teacher maintains a safe classroom environment in which safety procedures and routines are evident to whomever walks into the room.	The teacher maintains a safe classroom environment.	The teacher maintains a classroom environment that addresses emergency procedures for students.	The teacher does not maintain a physically safe classroom environment.	6. A teacher creates and maintains a learning environment in which all students are actively engaged and contributing members. 6a & 6c	
1. Classroom Environment	a. Physical Space	1. Organizing physical space to engage students, facilitate movement, and focus on learning.	2	Alignment and flexibility	The teacher has created a physical space where there is a clear alignment between learning activities and the physical environment. The areas of the room are flexible, often mobile, and accessible for effective use by all students and adults.	The teacher has created a physical space that is flexible and accessible for effective use by students.	The teacher has created a physical space in which at least part of the space can be flexibly used for different activities and is accessible by students.	The physical space in the room is inflexible. The teacher does not utilize the space for more than one purpose.	6. A teacher creates and maintains a learning environment in which all students are actively engaged and contributing members. 6a & 6c	
1. Classroom Environment	a. Physical Space	1. Organizing physical space to engage students, facilitate movement, and focus on learning.	3	Engaging environment	The teacher has created an engaging physical environment which engages all students and guides self-directed learning.	The teacher has created a physical environment that is engaging for students and enhances student learning.	The teacher has created a physical environment that is somewhat engaging for students.	The teacher has not created a physical environment that is engaging for students.	6. A teacher creates and maintains a learning environment in which all students are actively engaged and contributing members. 6a & 6c	
1. Classroom Environment	b. Climate	1. Teacher creates and maintains a learning environment in which all students are actively engaged.	1	Stimulating and inclusive	The teacher creates and maintains a stimulating, inclusive, and safe learning community in which students not only take intellectual risks and work independently and collaboratively, but take initiative in their learning.	The teacher creates and maintains a stimulating, inclusive, and safe learning community in which students take intellectual risks and work independently and collaboratively.	The teacher makes inconsistent attempts to maintain a stimulating, inclusive, and safe learning community.	The teacher does not create a stimulating, inclusive, and safe learning environment in which students take intellectual risks and work independently and collaboratively.	6. A teacher creates and maintains a learning environment in which all students are actively engaged and contributing members. 6a	
1. Classroom Environment	b. Climate	1. Teacher creates and maintains a learning environment in which all students are actively engaged.	2	High expectations	The teacher establishes high and clear expectations that supports students' initiative to engage in cognitively complex tasks.	The teacher communicates high standards for student performance and clear expectations of what students will learn.	The teacher inconsistently conveys high expectations for students.	The teacher does not establish or communicate high expectations for students.	6. A teacher creates and maintains a learning environment in which all students are actively engaged and contributing members. 6b & 6c	
1. Classroom Environment	b. Climate	2. Teacher creates an environment of respect and rapport.	1	Mutual respect	The teacher has fostered classroom interactions so eloquently that it is evident to a classroom visitor that all students feel valued and value each other.	The teacher promotes respectful talk and turn-taking among students and between students and teacher.	The teacher is inconsistent when it comes to establishing respectful talk and turn taking in the classroom.	The teacher struggles with dealing with disrespectful behavior and consequently the interactions are mostly negative, inappropriate or insensitive.	6. A teacher creates and maintains a learning environment in which all students are actively engaged and contributing members. 6a, 6b & 6c	
1. Classroom Environment	b. Climate	2. Teacher creates an environment of respect and rapport.	2	Student interests	The teacher clearly demonstrates knowledge and caring about individual students' lives beyond the class and school and there is a clear sense of acceptance and community.	The teacher uses students' interests and backgrounds to produce a climate of acceptance and community.	The teacher sometimes addresses students' interest and backgrounds.	The teacher is unaware or disrespectful of students' interest and backgrounds, and/or the classroom lacks a climate of acceptance and community.	6. A teacher creates and maintains a learning environment in which all students are actively engaged and contributing members. 6a	Standard D: Culturally-responsive educators work closely with parents to achieve a high level of complementary educational expectations between home and school. D.3
1. Classroom Environment	b. Climate	2. Teacher creates an environment of respect and rapport.	3	Cultural differences	The teacher clearly understands all the different cultures that are represented in the classroom and thoughtfully incorporates these cultures into the classroom.	The teacher recognizes cultural differences as attributes around which to build appropriate educational experiences.	The teacher is aware that there are cultural differences in the classroom, but rarely uses this knowledge to build appropriate educational experiences.	The teacher is unaware of the cultural differences in the classroom OR is aware but makes no attempt to build educational experiences around them.	3. A teacher teaches students with respect for their individual and cultural characteristics. 3a & 3b	Standard E: Culturally-responsive educators recognize the full educational potential of each student and provide the challenges necessary for each of them to achieve that potential. E.1, E.2, E.3, E.5
1. Classroom Environment	b. Climate	2. Teacher creates an environment of respect and rapport.	4	Teacher interactions	The teacher interacts with the students in a highly respectful manner, that reflects genuine warmth, caring, and sensitivity to students as individuals.	The teacher interacts with students in a calm and controlled fashion.	The teacher interactions with students are generally appropriate, but reflect occasional inconsistencies	The teacher's interactions with students are negative, inappropriate, or insensitive	6. A teacher creates and maintains a learning environment in which all students are actively engaged and contributing members. 6a	
1. Classroom Environment	c. Management	1. Teacher Manages student behavior.	1	Standards of conduct	The teachers sets and communicates clear standards of conduct. The teacher guides students to take an active role in monitoring their own behavior based on these established, clear standards.	The teacher sets and communicates clear standards of conduct.	The teacher sets and communicates a standard of conduct, but is not completely successful.	The teacher does not clearly communicate standards of conduct or standards are not evident.	6. A teacher creates and maintains a learning environment in which all students are actively engaged and contributing members. 6c	
1. Classroom Environment	c. Management	1. Teacher Manages student behavior.	2	Awareness of conduct	The teacher monitors student behavior in a subtle and preventative manner which addresses the students' needs and preserves their dignity.	The teacher exhibits an awareness of student conduct and proactively addresses student needs.	The teacher has awareness of student conduct but does not proactively address student needs.	The teacher does not display an awareness of student conduct and consequently does not address the student's needs.	6. A teacher creates and maintains a learning environment in which all students are actively engaged and contributing members. 6c	
1. Classroom Environment	c. Management	1. Teacher Manages student behavior.	3	Reinforcement of positive behavior	The teacher consistently reinforces and creates opportunities for positive student behavior.	The teacher reinforces positive behavior.	The teacher is inconsistent when it comes to reinforcing positive student behavior.	The teacher does not reinforce positive student behavior.	6. A teacher creates and maintains a learning environment in which all students are actively engaged and contributing members. 6c	
1. Classroom Environment	c. Management	2. Teacher manages classroom procedures and transitions.	1	Instructional time efficiency	The teacher maximizes instructional time due to efficient and seamless classroom procedures and routines.	The teacher facilitates and manages effective classroom procedures and routines and keeps transitions to a minimum.	The teacher loses some instructional time due to ineffective or poorly executed classroom procedures and routines.	The teacher does not have effective classroom procedures and routines.	6. A teacher creates and maintains a learning environment in which all students are actively engaged and contributing members. 6c	

Domain	Category	Practice	Indicator	Possible Indicator text (by Kersch)	Exemplary	Proficient	Basic	Unsatisfactory	Alignment to Alaska Teacher Standards	Alignment to Cultural Standards for Educators
1. Classroom Environment	c. Management	2. Teacher manages classroom procedures and transitions.	2	Interruption management	The teacher effectively manages spur-of-the-moment interruptions and disruptions by people and technology, without noticeable loss of time or pace.	The teacher manages spur-of-the-moment interruptions and disruptions by people and technology.	Sometimes the teacher can manage interruptions and disruptions by people and/or technology.	The teacher is unable to manage interruptions and disruptions by people and/or technology.	6. A teacher creates and maintains a learning environment in which all students are actively engaged and contributing members. 6c	
2. Instruction	a. Planning for Instruction	1. Teacher demonstrates knowledge of content, pedagogy, and resources in planning	1	Scaffolding from prior knowledge	Teacher creates lessons and unit plans that build upon prior concepts and skills which address the specific levels of students.	Teacher creates lessons and unit plans that build upon prior concepts and skills	Teacher creates lessons and unit plans that at times build upon prior concepts and skills.	Teacher does not create lessons and unit plans that build upon prior concepts and skills.	4. A teacher knows the teacher's content area and how to teach it. 4a & 4b	
2. Instruction	a. Planning for Instruction	1. Teacher demonstrates knowledge of content, pedagogy, and resources in planning	2	Outside resource use and alignment	Teacher plans show materials and resources, beyond the district-provided curricular materials, that are aligned with objectives.	Teacher plans show materials and resources that are aligned with objectives.	Teacher plans sometimes show materials and resources that are aligned with objectives.	Teacher plans may not show objectives, or may not show alignment with material and resources used.	4. A teacher knows the teacher's content area and how to teach it. 4a, 4b, 4c, 4d. 5. A teacher facilitates, monitors, and assesses student learning 5b	Standard A: Culturally-responsive educators incorporate local ways of knowing and teaching in their work. A.1, A.2, A.3, A.4, A.5, A.6 Standard B: Culturally-responsive educators use the local environment and community resources on a regular basis to link what they are teaching to the everyday lives of the students. B.1, B.2, B.3, B.4, B.5.
2. Instruction	a. Planning for Instruction	1. Teacher demonstrates knowledge of content, pedagogy, and resources in planning	3	Technology integration	Teacher plans routinely integrate use of technology for the purposes of promoting critical thinking, communication, collaboration, and creativity	Teacher plans incorporate use of technology for the purposes of promoting critical thinking, communication, collaboration, and creativity	Teacher plans incorporate use of technology.	Teacher plans do not incorporate use of technology.	4. A teacher knows the teacher's content area and how to teach it. 4c	
2. Instruction	a. Planning for Instruction	2. Teacher plans for alignment between assessment and objectives	1	Monitoring and assessment modification	Teacher plans for monitoring and assessing individual student learning in a variety of ways and modifies as needed.	Teacher plans for monitoring and assessing student learning and modifies as needed.	Teacher occasionally plans for monitoring and assessing whole class learning and modifies as needed.	Teacher does not plan for monitoring and assessing student learning.	5. A teacher facilitates, monitors, and assesses student learning 5a, 5b, 5c, 5e	
2. Instruction	a. Planning for Instruction	2. Teacher plans for alignment between assessment and objectives	2	Differentiated learning	Teacher plans include statements of student learning that differentiate levels of higher-order thinking.	Teacher plans include statements of student learning objectives, not only student activity.	Teacher plans include an objective, but it does not always align with either the activities, or with the instruction happening in the classroom.	Teacher plans do not include statements of student learning objectives, or do not reflect what is happening in the classroom.	2. A teacher understands how students learn and develop, and applies that knowledge in the teacher's practice 2a, 2b. 5. A teacher understands how students learn and develop, and applies that knowledge in the teacher's practice 5a.	Standard A: Culturally-responsive educators incorporate local ways of knowing and teaching in their work. A.3, A.4 Standard D: Culturally-responsive educators work closely with parents to achieve a high level of complementary educational expectations between home and school. D.3
2. Instruction	a. Planning for Instruction	3. Teacher plans for long term and short term.	1	Coherent instruction design	Teacher designs coherent instruction with maps or yearly plans, then modifies the maps or plans as the year progresses as the pace either accelerates or slows.	Teacher designs coherent instruction with maps or yearly plans.	Teacher designs short term maps or plans for a month or quarter ahead of time.	Teacher does not create yearly instructional maps or plans.	5. A teacher facilitates, monitors, and assesses student learning 5a, 5b, 5c, 5d, 5e	Standard A: Culturally-responsive educators incorporate local ways of knowing and teaching in their work. A.2, A.3, A.4, A.5, A.6. Standard B: Culturally-responsive educators use the local environment and community resources on a regular basis to link what they are teaching to the everyday lives of the students. B.3, B.5. Standard D: Culturally-responsive educators work closely with parents to achieve a high level of complementary educational expectations between home and school. D.2, D.4
2. Instruction	a. Planning for Instruction	3. Teacher plans for long term and short term.	2	Accurate daily lessons	Teacher creates daily lessons that are flexible throughout the week but still accurately reflect what is happening in the classroom.	Teacher creates daily lessons that accurately reflect what is happening in the classroom	Teacher creates daily lessons that accurately reflect what is happening in the classroom but is consistently late in submission.	Teacher does not create daily lessons that accurately reflect what is happening in the classroom.	5. A teacher facilitates, monitors, and assesses student learning 5a, 5b, 5c, 5d, 5e	
2. Instruction	a. Planning for Instruction	4. Teacher plans align with established district curriculum and state standards.	1	Cross-curricular lessons	Teacher creates lesson and unit plans that include cross curricular content identified by the district curriculum and state standards.	Teacher creates lesson and unit plans that include important content identified by the district curriculum and state standards.	Teacher at times creates lesson and unit plans that include important content identified by the district curriculum and state standards.	Teacher does not create lesson and unit plans that include important content identified by the district curriculum and state standards.	5. A teacher facilitates, monitors, and assesses student learning 5a, 5b, 5c, 5d, 5e	
2. Instruction	b. Knowledge of content, curriculum, and resources	1. Teacher demonstrates knowledge of content and pedagogy.	1	Scope and sequence	Teacher appropriately shows evidence of scope and sequence in instruction and can relate the importance of the scope and sequence to students.	Teacher appropriately shows evidence of scope and sequence in instruction.	Teacher at times appropriately shows evidence of scope or sequence in instruction.	Teacher does not show evidence of scope and sequence in instruction.	4. A teacher knows the teacher's content area and how to teach it. 4a, 4e	

Domain	Category	Practice	Indicator	Possible Indicator text (by Kersch)	Exemplary	Proficient	Basic	Unsatisfactory	Alignment to Alaska Teacher Standards	Alignment to Cultural Standards for Educators
2. Instruction	b. Knowledge of content, curriculum, and resources	1. Teacher demonstrates knowledge of content and pedagogy.	2	Subject matter	Teacher demonstrates and contributes to the knowledge of subject matter and content.	Teacher demonstrates a knowledge of subject matter content.	Teacher mostly demonstrates knowledge of subject matter content.	Teacher does not demonstrate a knowledge of subject matter content.	4. A teacher knows the teacher's content area and how to teach it. 4a, 4e	Standard A: Culturally-responsive educators incorporate local ways of knowing and teaching in their work. A.1, A.2, A.5, A.6 Standard B: Culturally-responsive educators use the local environment and community resources on a regular basis to link what they are teaching to the everyday lives of the students. B.2, B.3, B.4, B.5 Standard C: Culturally-responsive educators participate in community events and activities in appropriate and supportive ways. C.1 Standard D: Culturally-responsive educators work closely with parents to achieve a high level of complementary educational expectations between home and school. D.3, D.4. Standard E: Culturally-responsive educators recognize the full educational potential of each student and provide the challenges necessary for each of them to achieve that potential. E.4, E.5.
2. Instruction	b. Knowledge of content, curriculum, and resources	1. Teacher demonstrates knowledge of content and pedagogy.	3	Student development	Teacher demonstrates a knowledge of student development and appropriately correlates instructional methods and resources.	Teacher demonstrates a knowledge of student development and appropriately correlates instructional methods.	Teacher demonstrates some knowledge of student development and often attempts to correlate instructional methods.	Teacher does not demonstrate a knowledge of student development and/or does not appropriately correlate instructional methods.	2. A teacher understands how students learn and develop, and applies that knowledge in the teacher's practice. 2a, 2b 3. A teacher teaches students with respect for their individual and cultural characteristics. 3b	Standard D: Culturally-responsive educators work closely with parents to achieve a high level of complementary educational expectations between home and school. D.3
2. Instruction	b. Knowledge of content, curriculum, and resources	2. Teacher integrates resources to enhance student learning	1	District-provided resources	Teacher uses, assists in educating colleagues, or works on committees to further enhance the content, curriculum, and resources provided by the district.	Teacher uses content, curriculum, and resources provided by the district.	Teacher at times uses content, curriculum, and resources provided by the district.	Teacher does not use content, curriculum, and resources provided by the district.	3. A teacher teaches students with respect for their individual and cultural characteristics. 3a, 3b, 3c 4. A teacher knows the teacher's content area and how to teach it. 4c 5. A teacher facilitates, monitors, and assesses student learning 5a, 5b	Standard A: Culturally-responsive educators incorporate local ways of knowing and teaching in their work. A.2 Standard B: Culturally-responsive educators use the local environment and community resources on a regular basis to link what they are teaching to the everyday lives of the students. B.1, B.2, B.3 Standard C: Culturally-responsive educators participate in community events and activities in appropriate and supportive ways. C.3 Standard D: Culturally-responsive educators work closely with parents to achieve a high level of complementary educational expectations between home and school. D.4.
2. Instruction	b. Knowledge of content, curriculum, and resources	2. Teacher integrates resources to enhance student learning	2	Technology incorporation	Teacher incorporates technology across content areas and in authentic learning situations to promote critical thinking, communication, collaboration, and creativity.	Teacher incorporates technology for the purposes of promoting critical thinking, communication, collaboration, and creativity.	Teacher sometimes incorporates technology for the purposes of promoting critical thinking, communication, collaboration, or creativity.	Teacher does not incorporate technology for the purposes of promoting critical thinking, communication, collaboration, or creativity.	4. A teacher knows the teacher's content area and how to teach it. 4c	
2. Instruction	b. Knowledge of content, curriculum, and resources	3. Teacher utilizes local culture and resources to enhance student learning.	1	Community resources	Teacher's network system in the community allows extensive use of community resources for instruction and students actively engage in the community through the classroom activities.	Teacher utilizes community resources.	Teacher is aware and sometimes uses community resources.	Teacher does not utilize community resources.	3. A teacher teaches students with respect for their individual and cultural characteristics. 3a, 3b, 3c 4. A teacher knows the teacher's content area and how to teach it. 4d, 4e.	Standard A: Culturally-responsive educators incorporate local ways of knowing and teaching in their work. A.1, A.2, A.3, A.6 Standard B: Culturally-responsive educators use the local environment and community resources on a regular basis to link what they are teaching to the everyday lives of the students. B.1, B.2, B.3, B.4, B.5. Standard C: Culturally-responsive educators participate in community events and activities in appropriate and supportive ways. C.1, C.2, C.3 Standard D: Culturally-responsive educators work closely with parents to achieve a high level of complementary educational expectations between home and school. D.1, D.2, D.3, D.4.
2. Instruction	b. Knowledge of content, curriculum, and resources	3. Teacher utilizes local culture and resources to enhance student learning.	2	Cultural standards	Teacher in collaboration with colleagues applies knowledge of Alaska cultural standards across all curricular areas to the selection of instructional strategies, materials, and resources.	Teacher applies knowledge of Alaska cultural standards across all curricular areas to the selection of instructional strategies, materials, and resources.	Teacher will at times apply knowledge of Alaska cultural standards across all curricular areas to the selection of instructional strategies, materials, and resources	Teacher does not apply knowledge of Alaska cultural standards across all curricular areas to the selection of instructional strategies, materials, and resources.	3. A teacher teaches students with respect for their individual and cultural characteristics. 3a, 3b, 3c 4. A teacher knows the teacher's content area and how to teach it. 4d, 4e.	All
2. Instruction	b. Knowledge of content, curriculum, and resources	3. Teacher utilizes local culture and resources to enhance student learning.	3	Local history and culture	Teacher and students participate and have knowledgeable in areas of local history, seasonal events, and cultural tradition that may have a bearing on their work as a teacher.	Teacher is knowledgeable in areas of local history, seasonal events, and cultural tradition that may have a bearing on their work as a teacher	Teacher is becoming knowledgeable in areas of local history, seasonal events, and cultural tradition that may have a bearing on their work as a teacher.	Teacher is not knowledgeable in areas of local history, seasonal events, and cultural tradition that may have a bearing on their work as a teacher.	3. A teacher teaches students with respect for their individual and cultural characteristics. 3a, 3b, 3c 4. A teacher knows the teacher's content area and how to teach it. 4d, 4e.	All

Domain	Category	Practice	Indicator	Possible Indicator text (by Kersch)	Exemplary	Proficient	Basic	Unsatisfactory	Alignment to Alaska Teacher Standards	Alignment to Cultural Standards for Educators
2. Instruction	b. Knowledge of content, curriculum, and resources	4. Teacher uses the local environment and community resources to link what they are teaching to the everyday lives of the students.	1	Local experiential learning	Teacher facilitates authentic hands-on student projects and relevant experiential learning activities in the surrounding environment and community.	Teacher engages students in appropriate projects and activities in the surrounding environment and/or community.	Teacher implements a project or experiential learning activities in the surrounding environment and/or community.	Teacher does not engage students in projects and experiential learning activities in the surrounding environment or community.	3. A teacher teaches students with respect for their individual and cultural characteristics. 3a, 3b, 3c. 4. A teacher knows the teacher's content area and how to teach it. 4d, 4e.	Standard A: Culturally-responsive educators incorporate local ways of knowing and teaching in their work. A.2, A.3, A.4. Standard B: Culturally-responsive educators use the local environment and community resources on a regular basis to link what they are teaching to the everyday lives of the students. B.1, B.2, B.3, B.5.
2. Instruction	b. Knowledge of content, curriculum, and resources	5. Teacher relates students to virtual environments beyond the school	1	Online resources	Teacher seamlessly and routinely intertwine online resources to engage students in virtual environments.	Teacher utilizes online resources to engage students in virtual environments.	Teacher at times explores and utilizes online resources to engage students in virtual environments.	Teacher does not utilize online resources to engage students in virtual environments.	4. A teacher knows the teacher's content area and how to teach it. 4a, 4c, 4d	Standard E: Culturally-responsive educators recognize the full educational potential of each student and provide the challenges necessary for each of them to achieve that potential. E.4
2. Instruction	b. Knowledge of content, curriculum, and resources	5. Teacher relates students to virtual environments beyond the school	2	Student creation and publication online	Students engage in creating and publishing work online and to solve real world problems that has an audience beyond the physical school.	Students engage in creating and publishing work online that has an audience beyond the physical school.	Students sometimes engage in creating and publishing work online.	Students do not engage in creating and publishing work online.	4. A teacher knows the teacher's content area and how to teach it. 4a, 4c, 4d	
2. Instruction	c. Assessment guides instruction	1. Teacher establishes and communicates learning goals for all students.	1	Clear learning goals	Teacher provides a clearly stated learning goal for each lesson, unit, project, or activity.	Teacher provides a clearly stated learning goal most of the time.	Teacher has planned for learning goals but they may not be evident.	Teacher does not have learning goals.	5. A teacher facilitates, monitors, and assesses student learning 5a, 5b, 5c, 5d, 5e.	Standard D: Culturally-responsive educators work closely with parents to achieve a high level of complementary educational expectations between home and school. D.2
2. Instruction	c. Assessment guides instruction	1. Teacher establishes and communicates learning goals for all students.	2	Differentiated learning goals	Teacher collaborates with students and professional community in creating and differentiating assessments based on individual learning needs and goals.	Teacher differentiates assessments based on learning needs and goals of students.	Teacher sometimes differentiates assessments to accommodate individual learning needs of students	Teacher does not differentiate assessments to accommodate students learning needs or goals	2. A teacher understands how students learn and develop, and applies that knowledge in the teacher's practice. 2a, 2b. 5. A teacher facilitates, monitors, and assesses student learning 5a, 5b, 5c, 5d, 5e.	Standard E: Culturally-responsive educators recognize the full educational potential of each student and provide the challenges necessary for each of them to achieve that potential. E.1
2. Instruction	c. Assessment guides instruction	2. Teacher collects and uses multiple sources of information to assess student learning and guide instruction.	1	Thinking questions	Teacher engages students in discussions where the students are posing higher level thinking questions that indicate a level of understanding.	Teacher poses higher level thinking questions to elicit evidence of student understanding.	Teacher asks questions that elicit recall of factual or stated information.	Teacher does not pose questions to assess student understanding.	5. A teacher facilitates, monitors, and assesses student learning. 5a, 6. A teacher creates and maintains a learning environment in which all students are actively engaged and contributing members 6a.	Standard A: Culturally-responsive educators incorporate local ways of knowing and teaching in their work. A.3, A.4. Standard B: Culturally-responsive educators use the local environment and community resources on a regular basis to link what they are teaching to the everyday lives of the students. B.1.
2. Instruction	c. Assessment guides instruction	2. Teacher collects and uses multiple sources of information to assess student learning and guide instruction.	2	Teacher movement in classroom	Teacher patterns of movement indicate interaction with each student and specific feedback is given frequently. A variety of formative assessments guide the pacing of instruction.	The teacher circulates the classroom to monitor student learning, provide formative assessments, and to offer feedback.	The teacher occasionally circulates the room to monitor student learning and may sometimes provide formative assessment or feedback.	The teacher remains at the front of the room and/or gives little feedback to students. Little or no evidence of any formative assessment.	5. A teacher facilitates, monitors, and assesses student learning. 5a, 5c, 5e. 6. A teacher creates and maintains a learning environment in which all students are actively engaged and contributing members. 6a, 6b, 6c.	
2. Instruction	c. Assessment guides instruction	2. Teacher collects and uses multiple sources of information to assess student learning and guide instruction.	3	Student involvement	Teacher engages students in developing rubrics that indicate student understanding relative to the learning goal.	Teacher involves and guides students in assessing their own learning against established criteria in scales or rubrics.	Teacher occasionally involves students in assessing their own learning against scales and rubrics.	Teacher does not provide any guidance to students to allow for self-assessment.	5. A teacher facilitates, monitors, and assesses student learning. 5a, 5b, 5c, 6. A teacher creates and maintains a learning environment in which all students are actively engaged and contributing members. 6d.	
2. Instruction	c. Assessment guides instruction	2. Teacher collects and uses multiple sources of information to assess student learning and guide instruction.	4	Instruction adjustment	Teacher adjusts instruction spontaneously when necessary based on assessment.	Teacher reflects on information gained from assessments and adjusts teaching practice.	Teacher sometimes reviews assessment data and occasionally adjusts teaching practices based on data	Teacher is rigid in teaching subject matter and appears to be focused on completing the course material regardless of assessment data.	2. A teacher understands how students learn and develop, and applies that knowledge in the teacher's practice. 2a, 2b. 5. A teacher facilitates, monitors, and assesses student learning. 5b, 5e.	
2. Instruction	c. Assessment guides instruction	3. Teacher maintains records of student learning to analyze data and communicate progress to administrators, parents, and students.	1	Formative assessment	The teacher uses formative assessments to track student progress on learning goals and regularly conferences with students individually to encourage active participation in reaching goals.	The teacher tracks student progress on one or more learning goals using a formative assessments.	The teacher tracks student progress on goals and at times uses formative assessments.	Teacher has no system for monitoring student progress against learning goals.	5. A teacher facilitates, monitors, and assesses student learning. 5c, 5d, 5e. 6. A teacher creates and maintains a learning environment in which all students are actively engaged and contributing members. 6d.	Standard D: Culturally-responsive educators work closely with parents to achieve a high level of complementary educational expectations between home and school. D.1, D.2

Domain	Category	Practice	Indicator	Possible Indicator text (by Kersch)	Exemplary	Proficient	Basic	Unsatisfactory	Alignment to Alaska Teacher Standards	Alignment to Cultural Standards for Educators
2. Instruction	d. Varied, engaging instruction that meets student needs and promotes learning behaviors.	1. Teacher uses a variety of strategies and resources.	1	Variety of strategies	Teacher uses innovative or creative strategies and resources to engage in tasks which link prior knowledge to new ideas and content.	Teacher uses a variety of strategies and resources to introduce, review, deepen or enrich ideas and content and make connections with new content.	Teacher introduces or reviews ideas and content to make connections with new content but uses little variety in strategies and resources.	Teacher instructs or reviews using only one or two strategies routinely.	2. A teacher understands how students learn and develop, and applies that knowledge in the teacher's practice 2a, 2b. 6. A teacher creates and maintains a learning environment in which all students are actively engaged and contributing members 6d.	Standard A: Culturally-responsive educators incorporate local ways of knowing and teaching in their work. A.2, A.3, A.4. Standard B: Culturally-responsive educators use the local environment and community resources on a regular basis to link what they are teaching to the everyday lives of the students. B.1, B.2, B.3. Standard E: Culturally-responsive educators recognize the full educational potential of each student and provide the challenges necessary for each of them to achieve that potential. E.2
2. Instruction	d. Varied, engaging instruction that meets student needs and promotes learning behaviors.	2. Teacher incorporates opportunities to teach learning behaviors.	1	Critical thinking and problem solving	Teacher integrates frameworks that support students in independently initiating critical thinking and problem solving.	Teacher regularly integrates opportunities for critical thinking and problem-solving	Teacher occasionally provides opportunities for critical thinking and problem-solving to occur	Teacher does not elicit critical thinking and problem-solving.	2. A teacher understands how students learn and develop, and applies that knowledge in the teacher's practice 2a, 2b. 4. A teacher knows the teacher's content area and how to teach it. 4a, 4b. 6. A teacher creates and maintains a learning environment in which all students are actively engaged and contributing members 6a, 6d.	Standard A: Culturally-responsive educators incorporate local ways of knowing and teaching in their work. A.2, A.3, A.4. Standard B: Culturally-responsive educators use the local environment and community resources on a regular basis to link what they are teaching to the everyday lives of the students. B.1, B.2, B.3. Standard E: Culturally-responsive educators recognize the full educational potential of each student and provide the challenges necessary for each of them to achieve that potential. E.2, E.4
2. Instruction	d. Varied, engaging instruction that meets student needs and promotes learning behaviors.	2. Teacher incorporates opportunities to teach learning behaviors.	2	Student choice in learning	Teacher provides structure and framework for student directed learning and assessment.	Teacher regularly offers student choice in learning and assessments to meet student needs.	Teacher sometimes offers student choice in learning and assessments.	Teacher limits student learning to teacher directed instruction.	2. A teacher understands how students learn and develop, and applies that knowledge in the teacher's practice 2a, 2b. 4. A teacher knows the teacher's content area and how to teach it. 4a, 4b. 6. A teacher creates and maintains a learning environment in which all students are actively engaged and contributing members 6a, 6d.	Standard A: Culturally-responsive educators incorporate local ways of knowing and teaching in their work. A.2, A.3, A.4. Standard B: Culturally-responsive educators use the local environment and community resources on a regular basis to link what they are teaching to the everyday lives of the students. B.1, B.2, B.3. Standard E: Culturally-responsive educators recognize the full educational potential of each student and provide the challenges necessary for each of them to achieve that potential. E.2, E.4
3. Professionalism	a. Professionalism and Ethics	1. Teacher behaves professionally and ethically in the classroom and in interactions with students.	1	Student support	The teacher supports students, even in the face of difficult situations. Teacher assists support staff in addressing student needs.	The teacher supports students' best interests.	Teacher supports some students.	Teacher is not supportive of students.	7. A teacher works as a partner with parents, families, and the community. 7a, 7b. 8. A teacher participates in and contributes to the teaching profession. 8a.	Standard C: Culturally-responsive educators participate in community events and activities in appropriate and supportive ways. C.2 Standard D: Culturally-responsive educators work closely with parents to achieve a high level of complementary educational expectations between home and school. D.1, D.3. Standard E: Culturally-responsive educators recognize the full educational potential of each student and provide the challenges necessary for each of them to achieve that potential. E.3.
3. Professionalism	a. Professionalism and Ethics	1. Teacher behaves professionally and ethically in the classroom and in interactions with students.	2	Student confidentiality	Teacher respects and maintains confidentiality of student information, and advocates for student privacy.	The teacher respects and maintains confidentiality of sensitive and vital student information.	The teacher maintains confidentiality of vital student information.	The teacher violates confidentiality of student information.	7. A teacher works as a partner with parents, families, and the community. 7a, 7b. 8. A teacher participates in and contributes to the teaching profession. 8a.	
3. Professionalism	a. Professionalism and Ethics	1. Teacher behaves professionally and ethically in the classroom and in interactions with students.	3	Unbiased instruction	Teacher presents content in an unbiased and impartial manner, and promotes respectful attitudes and critical thinking skills in students by pointing out that content can be viewed from many perspectives.	Teacher presents content in an unbiased and impartial manner.	Teacher sometimes lets their own bias show without disclaimer.	Teacher presents content in biased manner.	4. A teacher knows the teacher's content area and how to teach it. 4a, 4d. 8. A teacher participates in and contributes to the teaching profession. 8a.	Standard A: Culturally-responsive educators incorporate local ways of knowing and teaching in their work. A.1, A.5. Standard B: Culturally-responsive educators use the local environment and community resources on a regular basis to link what they are teaching to the everyday lives of the students. B.4, B.5. Standard C: Culturally-responsive educators participate in community events and activities in appropriate and supportive ways. C.2, C.3 Standard D: Culturally-responsive educators work closely with parents to achieve a high level of complementary educational expectations between home and school. D.3. Standard E: Culturally-responsive educators recognize the full educational potential of each student and provide the challenges necessary for each of them to achieve that potential. E.1, E.2, E.5

Domain	Category	Practice	Indicator	Possible Indicator text (by Kersch)	Exemplary	Proficient	Basic	Unsatisfactory	Alignment to Alaska Teacher Standards	Alignment to Cultural Standards for Educators
3. Professionalism	a. Professionalism and Ethics	2. Teacher behaves professionally and ethically with regard to the school and district.	1	Balance of responsibilities	The teacher prioritizes and balances professional responsibilities and mentors colleagues in this.	The teacher prioritizes and balances professional responsibilities.	The teacher sometimes loses focus in prioritizing and balancing professional responsibilities.	The teacher is unable to prioritize and balance professional responsibilities.	1. A teacher can describe the teacher's philosophy of education and demonstrate its relationship to the teacher's practice. 1a, 1b, 8. A teacher participates in and contributes to the teaching profession. 8a, 8d.	
3. Professionalism	a. Professionalism and Ethics	2. Teacher behaves professionally and ethically with regard to the school and district.	2	General confidentiality	The teacher maintains appropriate confidentiality when speaking about the school, district, or colleagues within the community, and promotes the importance of this within the school and district.	The teacher maintains appropriate confidentiality when speaking about the school, district, or colleagues within the community.	The teacher at times needs to be reminded to maintain confidentiality when speaking about the school, district, or colleagues within the community.	The teacher violates appropriate confidentiality when speaking about the school, district, or colleagues within the community.	1. A teacher can describe the teacher's philosophy of education and demonstrate its relationship to the teacher's practice. 1a, 1b, 8. A teacher participates in and contributes to the teaching profession. 8a, 8b, 8d.	
3. Professionalism	a. Professionalism and Ethics	3. Teacher behaves professionally and ethically toward families of students within the context of the school.	1	Communication with families	Teacher promotes two-way communication between the teacher and families and responds to requests for support, assistance, and/or clarification from parents promptly.	Teacher promotes two-way communication between the teacher and families and responds to requests for support.	Teacher usually, though not always, responds to communication from families.	Teacher does not promote or respond to communication to/from families.	5. A teacher facilitates, monitors, and assesses student learning. 5d. 7. A teacher works as a partner with parents, families, and the community. 7a, 7b, 7c, 7e.	Standard D: Culturally-responsive educators work closely with parents to achieve a high level of complementary educational expectations between home and school. D.1, D.2.
3. Professionalism	a. Professionalism and Ethics	3. Teacher behaves professionally and ethically toward families of students within the context of the school.	2	Family engagement	Teacher promotes opportunities for families to engage in the learning process.	Teacher invites families to engage in the learning process.	Teacher allows families to engage but does not promote or invite families to engage in the learning process.	Teacher does not allow families in the classroom.	5. A teacher facilitates, monitors, and assesses student learning. 5d. 7. A teacher works as a partner with parents, families, and the community. 7a, 7b, 7c, 7d, 7e.	Standard D: Culturally-responsive educators work closely with parents to achieve a high level of complementary educational expectations between home and school. D.1, D.2.
3. Professionalism	a. Professionalism and Ethics	3. Teacher behaves professionally and ethically toward families of students within the context of the school.	3	Cultural sensitivity	Teacher demonstrates awareness and sensitivity to social, cultural and language backgrounds of families and promotes this within the school community.	Teacher demonstrates awareness and sensitivity to social, cultural and language backgrounds of families.	Teacher demonstrates some awareness of cultural backgrounds of families.	Teacher does not demonstrate awareness of cultural background of families within the context of the school.	7. A teacher works as a partner with parents, families, and the community. 7a, 7b, 7c, 7d, 7e.	All
3. Professionalism	a. Professionalism and Ethics	4. Teacher behaves professionally and ethically toward members of the community within the context of the school.	1	Learning local culture	Teacher maintains ongoing involvement in learning about the local culture, and incorporating that learning into the classroom.	Teacher maintains ongoing involvement in learning about the local culture.	Teacher attends some community and/or school functions.	Teacher does not make an effort to learn about the local culture or to be involved in community or school functions.	3. A teacher teaches students with respect for their individual and cultural characteristics. 3a, 3b, 3c. 7. A teacher works as a partner with parents, families, and the community 7c, 7d.	All
3. Professionalism	a. Professionalism and Ethics	4. Teacher behaves professionally and ethically toward members of the community within the context of the school.	2	Interactions with community	Teacher conducts interactions with community members within the context of the school and plans for community engagement.	Teacher conducts interactions with community members within the context of the school in a professional manner with positive intentions.	Teacher is respectful to community members within the context of the school.	Teacher has no interaction with community members within the context of school, or is disrespectful to community members within the context of the school.	7. A teacher works as a partner with parents, families, and the community 7a, 7c, 7d. 8. A teacher participates in and contributes to the teaching profession. 8a	Standard D: Culturally-responsive educators work closely with parents to achieve a high level of complementary educational expectations between home and school. D.1, D.2.
3. Professionalism	b. Professional Development	1. Teacher establishes and works toward professional goals.	1	Growth goals	Teacher can describe professional growth goals, and work in-progress toward these goals is evident in practice .	Teacher can describe professional growth goals.	Teacher can describe ideas about professional growth, but may not have any specific goals in mind.	Teacher has no professional growth goals and is unable to discuss concept.	4. A teacher knows the teacher's content area and how to teach it. 4e. 8. A teacher participates in and contributes to the teaching profession. 8a, 8b.	Standard A: Culturally-responsive educators incorporate local ways of knowing and teaching in their work. A.6. Standard B: Culturally-responsive educators use the local environment and community resources on a regular basis to link what they are teaching to the everyday lives of the students. B.4, B.5. Standard C: Culturally-responsive educators participate in community events and activities in appropriate and supportive ways. C.2. Standard D: Culturally-responsive educators work closely with parents to achieve a high level of complementary educational expectations between home and school. D.3, D.4.
3. Professionalism	b. Professional Development	1. Teacher establishes and works toward professional goals.	2	Educational philosophy	Teacher's educational philosophy is put into practice to create an engaged classroom environment.	Teacher can describe their philosophy of education and it is evident in their practice.	Teacher can describe their philosophy of education, that at times translates into observed practice.	There is no correlation between the teacher's professed beliefs and actual teaching practice OR teacher cannot describe their philosophy of education.	1. A teacher can describe the teacher's philosophy of education and demonstrate its relationship to the teacher's practice. 1a, 1b.	Standard A: Culturally-responsive educators incorporate local ways of knowing and teaching in their work. A.1. Standard B: Culturally-responsive educators use the local environment and community resources on a regular basis to link what they are teaching to the everyday lives of the students. B.4, B.5. Standard E: Culturally-responsive educators recognize the full educational potential of each student and provide the challenges necessary for each of them to achieve that potential. E.1, E.5.

SCF's Customer Experience Standards: RELATE

DO	SAY
RESPECT	
<ul style="list-style-type: none"> • Make a positive first impression • Matching or Mirroring • Be approachable • Be polite • Honor the legitimacy of another's point of view 	<ul style="list-style-type: none"> • “Good Afternoon, my name is...” • “Welcome to...” • “Mr/Mrs... How are you?” • “Good to see you today”
ENGAGE	
<ul style="list-style-type: none"> • Be the first to greet the person • Make appropriate eye contact • Use a friendly & inviting tone • Display attentive body language • Get rid of distractions 	<ul style="list-style-type: none"> • “How may I help you?” • “I understand that...” • “I’m sorry that ...”
LISTEN	
<ul style="list-style-type: none"> • Be present • Be open-minded • Listen past your own interpretations • Practice active listening 	<ul style="list-style-type: none"> • “It sounds like...” • “Let me make sure I have the correct information...” • “Are you asking for...” • “Is that correct?”
ADVOCATE	
<ul style="list-style-type: none"> • Understand the system and services: know your limitations • Use warm transfers • Reveal to others the steps you'll be taking • Follow-up and follow-through on actions 	<ul style="list-style-type: none"> • “Can I ask a few questions?” • “Let me go check on that for you.” • “Here's what I'm going to do...” • “I’m not sure, but let me find out for you.”
THANK	
<ul style="list-style-type: none"> • Use welcoming and friendly body language • Be sincere 	<ul style="list-style-type: none"> • “I appreciate your understanding” • “Please” • “Thank you” • “You’re welcome.” • “Thank you for sharing”
ENCOURAGE	
<ul style="list-style-type: none"> • Provide options and choices that fit the customer-owners needs • Offer ways for him/her to share feedback on their experience 	<ul style="list-style-type: none"> • “Here are a couple of ideas... which one works best for you?” • “If you have a couple minutes, could you complete a short survey about your experience today?”

Yupiit School District
 PO Box 51190
 Akiachak, AK 99551
 Regional School Board Report

Author of Report: Sophie Kasayulie
 Department/Location: Akiachak
 Date of Regional School Board Meeting: July 21, 2016

1. Mission Statement

- a. To educate all children to be successful in any environment.

2. Objectives

- a. To provide every child an opportunity to complete high school and possess the skills needed to pursue further education of their choice.
- b. To partner with parents and the community to ensure that every child becomes a whole person and is a contributing member of society.

3. Strategic Goal Areas:

- a. Effective Operations
- b. Yup'ik Curriculum and Improved Student Attendance and Academic Outcomes
- c. Career Pathways
- d. Involving Elders and the Community

Date(s)	Activity	Details	Describe the connection to YSD Mission, Objectives, Strategic Goals and/or School Goals
August 3, 4, & 5	Elders at Inservice	We identified Elders from all three sites who will be present at the teacher Inservice. They will escort our new teachers to visit a local fish camp and go berry picking, and participate during staff in service	Involving Elders and the Community
August 5, 2016	Yupiaq Language Instruction at Inservice	All staff will participate in conversational Yupiaq and Yupiaq Orthography	Involving Elders and the Community by providing language and culture education for staff
June 20-30, 2016	Social Studies Curriculum Development	Some of our staff were involved in writing and developing Social Studies Curriculum in Bethel as part of our partnership with LKSD.	Yup'ik Curriculum
June and July	Order materials for Yupiaq Dept.	Researching ways of traditional teaching and order relevant materials for Yup'ik classes.	Yup'ik Curriculum and Improved Student Attendance and Academic Outcomes
August	Curriculum Development	Calista Elders completed a health and wellness curriculum for 7 th and 8 th grade and have requested a field test with our students and staff.	Yup'ik Curriculum and Improved Student Attendance and Academic Outcomes

Yup'it School District
 PO Box 51190
 Akiachak, AK 99551
 Regional School Board Report

Author of Report: Alex P. Tatum
 Department/Location: Business Office
 Date of Regional School Board Meeting: July 21, 2016

1. Mission Statement

- a. To educate all children to be successful in any environment.

2. Objectives

- a. To provide every child an opportunity to complete high school and possess the skills needed to pursue further education of their choice.
- b. To partner with parents and the community to ensure that every child becomes a whole person and is a contributing member of society.

3. Strategic Goal Areas:

- a. Effective Operations
- b. Yup'ik Curriculum and Improved Student Attendance and Academic Outcomes
- c. Career Pathways
- d. Involving Elders and the Community

Date(s)	Activity	Details	Describe the connection to YSD Mission, Objectives, Strategic Goals and/or School Goals
ongoing	training	Cross training of business office staff to more efficiently utilize the human resources of YSD and enhance the skills of business office staff.	Effective operations
August	YSD audit	BDO agreement to provide Services-audit for conducting the annual DEED and US Department of Education audit requirements.	Effective operations
ongoing	Audit prep	Technical assistance prep for annual YSD audit	Effective operations
August or September	Audit	The TRS and PERS audit was delayed due to sickness of the retirement system auditor. This will be completed at a later date as yet to be determined.	Effective operations
on going	Legislative action	Currently the base allocation per student unit has been considered for reduction with an estimated \$50 per student reduction.	Effective operations

07/14/16
10:15:53

YUPIIT SCHOOL DISTRICT
Expenditure Budget vs. Actual Query
For the Accounting Period: 6 / 16

Page: 1 of 8
Report ID: B100AKAF

Program-Function	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
100 OPERATING BUDGET						
900 FUND TRANSFERS	0.00	0.00	621,052.00	709,235.00	709,235.00	0
10 AKIACHAK SCHOOLS						
100 REGULAR INSTRUCTION	116,168.07	1,559,150.41	1,763,120.00	1,687,353.00	128,202.59	92
160 VOCATIONAL ED INSTRUCTION	5,717.80	57,899.88	83,419.00	88,082.00	30,182.12	65
200 SPECIAL ED INSTRUCTION	11,928.69	240,319.77	327,437.00	346,083.00	105,763.23	69
320 GUIDANCE SERVICES	10,110.52	122,030.54	137,393.00	137,143.00	15,112.46	88
350 SUPPORT SERVICES INSTRUCT	0.00	-554.40	0.00	0.00	554.40	***
351 TECHNOLOGY	0.00	0.00	15,793.00	8,192.00	8,192.00	0
352 LIBRARY SERVICES	938.06	42,614.72	43,622.00	42,563.00	-51.72	100
400 SCHOOL ADMINISTRATION	10,918.90	162,991.01	208,191.00	199,919.00	36,927.99	81
450 SCHOOL ADMIN SUPPORT	3,225.21	74,728.31	80,653.00	73,788.00	-940.31	101
511 BOARD OF EDUCATION	0.00	3,310.50	3,342.00	3,342.00	31.50	99
600 OPERATION & MAINTENANCE	96,979.95	811,446.62	1,135,479.00	923,978.00	112,531.38	87
700 STUDENT ACTIVITIES	1,407.54	121,155.43	70,869.00	74,415.00	-46,740.43	162
Org Total:	257,394.74	3,195,092.79	3,869,318.00	3,584,858.00	389,765.21	
11 AKIAK SCHOOLS						
100 REGULAR INSTRUCTION	70,758.22	822,228.91	826,055.00	780,298.00	-41,930.91	105
160 VOCATIONAL ED INSTRUCTION	2,109.18	27,828.22	0.00	30,068.00	2,239.78	92
200 SPECIAL ED INSTRUCTION	11,463.28	205,114.77	233,554.00	239,786.00	34,671.23	85
320 GUIDANCE SERVICES	0.00	1,025.00	83,007.00	117,080.00	116,055.00	0
351 TECHNOLOGY	279.72	7,126.36	15,793.00	8,192.00	1,065.64	86
352 LIBRARY SERVICES	1,210.55	39,881.01	41,366.00	41,325.00	1,443.99	96
400 SCHOOL ADMINISTRATION	10,843.99	134,743.29	148,580.00	138,752.00	4,008.71	97
450 SCHOOL ADMIN SUPPORT	2,429.51	49,362.08	71,202.00	67,031.00	17,668.92	73
511 BOARD OF EDUCATION	551.75	3,753.31	3,342.00	3,342.00	-411.31	112
600 OPERATION & MAINTENANCE	130,150.37	407,895.82	693,249.00	419,484.00	11,588.18	97
700 STUDENT ACTIVITIES	0.00	49,794.80	47,636.00	47,636.00	-2,158.80	104
Org Total:	229,796.57	1,748,753.57	2,163,784.00	1,892,994.00	144,240.43	
12 TULUKSAK SCHOOLS						
100 REGULAR INSTRUCTION	83,447.61	999,280.40	1,171,383.00	986,839.00	-12,441.40	101
160 VOCATIONAL ED INSTRUCTION	7,101.73	63,874.52	85,000.00	57,722.00	-6,152.52	110
200 SPECIAL ED INSTRUCTION	17,971.00	245,306.15	358,184.00	408,500.00	163,193.85	60
320 GUIDANCE SERVICES	7,863.46	99,404.10	108,792.00	97,401.00	-2,003.10	102
351 TECHNOLOGY	0.00	5,301.63	15,793.00	8,192.00	2,890.37	64
352 LIBRARY SERVICES	1,332.17	35,025.16	53,995.00	44,376.00	9,350.84	78
400 SCHOOL ADMINISTRATION	9,552.06	122,684.01	159,912.00	141,107.00	18,422.99	86
450 SCHOOL ADMIN SUPPORT	1,079.41	22,705.77	42,805.00	44,804.00	22,098.23	50
511 BOARD OF EDUCATION	0.00	3,639.72	3,342.00	3,342.00	-297.72	108
600 OPERATION & MAINTENANCE	15,815.89	553,034.12	739,788.00	549,922.00	-3,112.12	100
700 STUDENT ACTIVITIES	-3,068.00	27,650.73	59,486.00	59,486.00	31,835.27	46
Org Total:	141,095.33	2,177,906.31	2,798,480.00	2,401,691.00	223,784.69	
500 DISTRICT-WIDE						

07/14/16
10:15:53

YUPIIT SCHOOL DISTRICT
Expenditure Budget vs. Actual Query
For the Accounting Period: 6 / 16

Page: 2 of 8
Report ID: B100AKAF

Program-Function	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
100 OPERATING BUDGET						
100 REGULAR INSTRUCTION	-7,446.77	154,347.22	479,840.00	543,140.00	388,792.78	28
120 BILINGUAL/BICULTURAL INST	4,212.70	25,486.14	0.00	0.00	-25,486.14	***
200 SPECIAL ED INSTRUCTION	0.00	1,776.41	11,015.00	11,015.00	9,238.59	16
220 SPEC ED SUPPORT SVCS	2,913.85	133,502.17	207,624.00	151,585.00	18,082.83	88
300 STUDENT SUPPORT SERVICES	4,874.74	63,759.61	0.00	60,960.00	-2,799.61	104
320 GUIDANCE SERVICES	0.00	570.62	0.00	1,500.00	929.38	38
350 SUPPORT SERVICES INSTRUCT	13,456.04	239,423.25	322,986.00	259,570.00	20,146.75	92
351 TECHNOLOGY	176,719.50	2,050,831.21	1,647,904.00	1,973,556.00	-77,275.21	103
354 IN-SERVICE TRAINING	-10,650.00	-4,937.00	5,000.00	22,000.00	26,937.00	-22
511 BOARD OF EDUCATION	15,335.71	198,512.34	141,916.00	163,256.00	-35,256.34	121
512 OFFICE OF SUPERINTENDENT	36,968.00	298,065.00	260,442.00	349,946.00	51,881.00	85
550 DISTRICT ADMIN SUPPORT SV	64,974.73	416,493.68	356,435.00	352,662.00	-63,831.68	118
551 RECRUITMENT	1,487.96	34,728.99	15,000.00	25,500.00	-9,228.99	136
552 HUMAN RESOURCES STAFF SVC	3,140.23	39,242.81	39,213.00	40,213.00	970.19	97
600 OPERATION & MAINTENANCE	26,624.60	365,163.76	394,862.00	370,555.00	5,391.24	98
700 STUDENT ACTIVITIES	3,771.00	48,272.25	23,195.00	108,228.00	59,955.75	44
Org Total:	336,382.29	4,065,238.46	3,905,432.00	4,433,686.00	368,447.54	
Fund Total:	964,668.93	11,186,991.13	13,358,066.00	13,022,464.00	1,835,472.87	85 %
205 STUDENT TRANSPORTATION						
500 DISTRICT-WIDE						
760 TRANSPORTATION	0.00	3,000.00	915.00	915.00	-2,085.00	327
Org Total:		3,000.00	915.00	915.00	-2,085.00	
Fund Total:	0.00	3,000.00	915.00	915.00	-2,085.00	327 %
230 ALASKA PREK PROGRAM INTERVENTION						
12 TULUKSAK SCHOOLS						
100 REGULAR INSTRUCTION	0.00	0.00	27,887.00	27,887.00	27,887.00	0
Org Total:			27,887.00	27,887.00	27,887.00	
500 DISTRICT-WIDE						
100 REGULAR INSTRUCTION	2,474.69	20,510.82	20,000.00	20,000.00	-510.82	102
Org Total:	2,474.69	20,510.82	20,000.00	20,000.00	-510.82	
Fund Total:	2,474.69	20,510.82	47,887.00	47,887.00	27,376.18	42 %
232 PRE-K CARROVER FR FY12						
500 DISTRICT-WIDE						
100 REGULAR INSTRUCTION	0.00	23,668.06	54,652.00	54,652.00	30,983.94	43
Org Total:		23,668.06	54,652.00	54,652.00	30,983.94	
Fund Total:	0.00	23,668.06	54,652.00	54,652.00	30,983.94	43 %

07/14/16
10:15:53

YUPIIT SCHOOL DISTRICT
Expenditure Budget vs. Actual Query
For the Accounting Period: 6 / 16

Page: 3 of 8
Report ID: B100AKAF

Program-Function	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
234 PBS TRAINING - SESA						
500 DISTRICT-WIDE						
100 REGULAR INSTRUCTION	767.50	1,187.50	6,000.00	6,000.00	4,812.50	19
Org Total:	767.50	1,187.50	6,000.00	6,000.00	4,812.50	
Fund Total:	767.50	1,187.50	6,000.00	6,000.00	4,812.50	19 %
236 STAFF DEVELOPMENT						
500 DISTRICT-WIDE						
100 REGULAR INSTRUCTION	0.00	3,733.07	3,800.00	3,800.00	66.93	98
160 VOCATIONAL ED INSTRUCTION	0.00	4.40	0.00	0.00	-4.40	***
350 SUPPORT SERVICES INSTRUCT	-80.00	5,615.60	6,200.00	6,200.00	584.40	90
Org Total:	-80.00	9,353.07	10,000.00	10,000.00	646.93	
Fund Total:	-80.00	9,353.07	10,000.00	10,000.00	646.93	93 %
238 TARGETED RESOURCE MOORE						
10 AKIACHAK SCHOOLS						
100 REGULAR INSTRUCTION	-405.45	200.71	0.00	0.00	-200.71	***
Org Total:	-405.45	200.71			-200.71	
11 AKIAK SCHOOLS						
100 REGULAR INSTRUCTION	0.00	1,900.00	0.00	0.00	-1,900.00	***
Org Total:		1,900.00			-1,900.00	
12 TULUKSAK SCHOOLS						
100 REGULAR INSTRUCTION	0.00	1,900.00	0.00	0.00	-1,900.00	***
Org Total:		1,900.00			-1,900.00	
500 DISTRICT-WIDE						
100 REGULAR INSTRUCTION	158,110.75	263,173.86	225,312.57	225,312.57	-37,861.29	116
350 SUPPORT SERVICES INSTRUCT	0.00	276.25	0.00	0.00	-276.25	***
Org Total:	158,110.75	263,450.11	225,312.57	225,312.57	-38,137.54	
Fund Total:	157,705.30	267,450.82	225,312.57	225,312.57	-42,138.25	118 %
239 TEACHER RETENTION MOORE						
500 DISTRICT-WIDE						
100 REGULAR INSTRUCTION	0.00	33,139.00	33,139.00	33,139.00	0.00	100
Org Total:		33,139.00	33,139.00	33,139.00		
Fund Total:	0.00	33,139.00	33,139.00	33,139.00	0.00	100 %
242 UAF UPWARD BOUND						
500 DISTRICT-WIDE						

07/14/16
10:15:53

YUPIIT SCHOOL DISTRICT
Expenditure Budget vs. Actual Query
For the Accounting Period: 6 / 16

Page: 4 of 8
Report ID: B100AKAF

Program-Function	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
242 UAF UPWARD BOUND						
100 REGULAR INSTRUCTION	0.00	8,375.98	8,180.00	8,180.00	-195.98	102
Org Total:		8,375.98	8,180.00	8,180.00	-195.98	
Fund Total:	0.00	8,375.98	8,180.00	8,180.00	-195.98	102 %
253 NUTRITIONAL ALASKAN FOODS						
500 DISTRICT-WIDE						
790 FOOD SERVICES	0.00	5,648.59	3,180.91	3,180.91	-2,467.68	177
Org Total:		5,648.59	3,180.91	3,180.91	-2,467.68	
Fund Total:	0.00	5,648.59	3,180.91	3,180.91	-2,467.68	177 %
255 FOOD SERVICE FUND						
10 AKIACHAK SCHOOLS						
790 FOOD SERVICES	651.92	199,376.82	192,637.00	194,638.00	-4,738.82	102
Org Total:	651.92	199,376.82	192,637.00	194,638.00	-4,738.82	
11 AKIAK SCHOOLS						
790 FOOD SERVICES	1,085.14	199,161.65	111,866.00	139,020.00	-60,141.65	143
Org Total:	1,085.14	199,161.65	111,866.00	139,020.00	-60,141.65	
12 TULUKSAK SCHOOLS						
790 FOOD SERVICES	1,790.14	189,884.12	152,406.00	152,572.00	-37,312.12	124
Org Total:	1,790.14	189,884.12	152,406.00	152,572.00	-37,312.12	
500 DISTRICT-WIDE						
790 FOOD SERVICES	298.52	18,076.80	120,513.00	35,400.00	17,323.20	51
Org Total:	298.52	18,076.80	120,513.00	35,400.00	17,323.20	
Fund Total:	3,825.72	606,499.39	577,422.00	521,630.00	-84,869.39	116 %
256 TITLE I PART (A)						
100 REGULAR INSTRUCTION	0.00	-16,126.03	0.00	0.00	16,126.03	***
10 AKIACHAK SCHOOLS						
100 REGULAR INSTRUCTION	0.00	32,400.16	0.00	0.00	-32,400.16	***
Org Total:		32,400.16			-32,400.16	
12 TULUKSAK SCHOOLS						
100 REGULAR INSTRUCTION	0.00	17,646.08	0.00	0.00	-17,646.08	***
Org Total:		17,646.08			-17,646.08	
500 DISTRICT-WIDE						
100 REGULAR INSTRUCTION	171,153.67	391,388.52	604,552.50	604,552.50	213,163.98	64
350 SUPPORT SERVICES INSTRUCT	-380.00	0.00	0.00	0.00	0.00	0

07/14/16
10:15:53

YUPIIT SCHOOL DISTRICT
Expenditure Budget vs. Actual Query
For the Accounting Period: 6 / 16

Page: 5 of 8
Report ID: B100AKAF

Program-Function	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
256 TITLE I PART (A)						
550 DISTRICT ADMIN SUPPORT SV	0.00	9,554.67	53,468.75	53,468.75	43,914.08	17
Org Total:	170,773.67	400,943.19	658,021.25	658,021.25	257,078.06	
Fund Total:	170,773.67	434,863.40	658,021.25	658,021.25	223,157.85	66 %
257 TITLE I PART C MIGRANT ED						
500 DISTRICT-WIDE						
100 REGULAR INSTRUCTION	22,200.00	34,361.10	32,835.86	32,835.86	-1,525.24	104
550 DISTRICT ADMIN SUPPORT SV	0.00	204.59	1,707.14	1,707.14	1,502.55	11
Org Total:	22,200.00	34,565.69	34,543.00	34,543.00	-22.69	
Fund Total:	22,200.00	34,565.69	34,543.00	34,543.00	-22.69	100 %
258 TITLE IA 5% HQ						
500 DISTRICT-WIDE						
100 REGULAR INSTRUCTION	0.00	115.00	2,925.00	2,925.00	2,810.00	3
Org Total:		115.00	2,925.00	2,925.00	2,810.00	
Fund Total:	0.00	115.00	2,925.00	2,925.00	2,810.00	3 %
265 MIGRANT BOOKS						
500 DISTRICT-WIDE						
100 REGULAR INSTRUCTION	0.00	0.00	1,501.00	1,501.00	1,501.00	0
Org Total:			1,501.00	1,501.00	1,501.00	
Fund Total:	0.00	0.00	1,501.00	1,501.00	1,501.00	0 %
269 PRESCHOOL DISABLED						
500 DISTRICT-WIDE						
200 SPECIAL ED INSTRUCTION	0.00	4,250.70	4,250.70	5,246.82	996.12	81
550 DISTRICT ADMIN SUPPORT SV	0.00	0.00	344.30	424.99	424.99	0
Org Total:		4,250.70	4,595.00	5,671.81	1,421.11	
Fund Total:	0.00	4,250.70	4,595.00	5,671.81	1,421.11	74 %
270 TITLE III-A ENG LANG ACQ						
500 DISTRICT-WIDE						
100 REGULAR INSTRUCTION	10,200.00	14,164.48	22,698.04	22,698.04	8,533.56	62
550 DISTRICT ADMIN SUPPORT SV	0.00	65.81	453.96	453.96	388.15	14
Org Total:	10,200.00	14,230.29	23,152.00	23,152.00	8,921.71	
Fund Total:	10,200.00	14,230.29	23,152.00	23,152.00	8,921.71	61 %

Program-Function	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
274 TITLE IA SCHOOL IMPROVEMENT						
10 AKIACHAK SCHOOLS						
100 REGULAR INSTRUCTION	-279.00	15,457.08	0.00	0.00	-15,457.08	***
Org Total:	-279.00	15,457.08			-15,457.08	
11 AKIAK SCHOOLS						
100 REGULAR INSTRUCTION	0.00	23,233.63	0.00	0.00	-23,233.63	***
Org Total:		23,233.63			-23,233.63	
12 TULUKSAK SCHOOLS						
100 REGULAR INSTRUCTION	7,994.83	20,724.56	570.00	570.00	-20,154.56	***
Org Total:	7,994.83	20,724.56	570.00	570.00	-20,154.56	
500 DISTRICT-WIDE						
100 REGULAR INSTRUCTION	1,092.51	3,462.51	65,661.00	65,661.00	62,198.49	5
Org Total:	1,092.51	3,462.51	65,661.00	65,661.00	62,198.49	
Fund Total:	8,808.34	62,877.78	66,231.00	66,231.00	3,353.22	94 %
297 TITLE VIB						
500 DISTRICT-WIDE						
200 SPECIAL ED INSTRUCTION	9,360.04	159,447.08	158,649.71	158,575.54	-871.54	100
550 DISTRICT ADMIN SUPPORT SV	0.00	3,918.38	12,769.62	12,844.61	8,926.23	30
Org Total:	9,360.04	163,365.46	171,419.33	171,420.15	8,054.69	
Fund Total:	9,360.04	163,365.46	171,419.33	171,420.15	8,054.69	95 %
301 CARL PERKINS						
500 DISTRICT-WIDE						
100 REGULAR INSTRUCTION	0.00	4,134.01	17,555.00	17,555.00	13,420.99	23
160 VOCATIONAL ED INSTRUCTION	4,579.50	13,584.11	0.00	0.00	-13,584.11	***
550 DISTRICT ADMIN SUPPORT SV	0.00	644.75	877.75	877.75	233.00	73
Org Total:	4,579.50	18,362.87	18,432.75	18,432.75	69.88	
Fund Total:	4,579.50	18,362.87	18,432.75	18,432.75	69.88	99 %
350 JOHNSON O'MALLEY						
500 DISTRICT-WIDE						
100 REGULAR INSTRUCTION	0.00	29,150.11	22,447.49	22,447.49	-6,702.62	129
550 DISTRICT ADMIN SUPPORT SV	0.00	1,745.63	1,978.51	1,978.51	232.88	88
Org Total:		30,895.74	24,426.00	24,426.00	-6,469.74	
Fund Total:	0.00	30,895.74	24,426.00	24,426.00	-6,469.74	126 %
362 INDIAN EDUCATION						
11 AKIAK SCHOOLS						

07/14/16
10:15:53

YUPIIT SCHOOL DISTRICT
Expenditure Budget vs. Actual Query
For the Accounting Period: 6 / 16

Page: 7 of 8
Report ID: B100AKAF

Program-Function	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
362 INDIAN EDUCATION						
100 REGULAR INSTRUCTION	613.76	19,724.63	0.00	0.00	-19,724.63	***
Org Total:	613.76	19,724.63			-19,724.63	
12 TULUKSAK SCHOOLS						
200 SPECIAL ED INSTRUCTION	-2,164.09	0.00	0.00	0.00	0.00	0
Org Total:	-2,164.09					
500 DISTRICT-WIDE						
100 REGULAR INSTRUCTION	15,878.50	194,447.01	165,208.00	166,410.00	-28,037.01	116
550 DISTRICT ADMIN SUPPORT SV	0.00	16,268.10	14,561.00	14,561.00	-1,707.10	111
700 STUDENT ACTIVITIES	-1,040.00	0.00	0.00	0.00	0.00	0
Org Total:	14,838.50	210,715.11	179,769.00	180,971.00	-29,744.11	
Fund Total:	13,288.17	230,439.74	179,769.00	180,971.00	-49,468.74	127 %
364 ANE SCHOOL TO LIFE						
500 DISTRICT-WIDE						
100 REGULAR INSTRUCTION	0.00	26,522.17	26,420.00	26,558.50	36.33	99
550 DISTRICT ADMIN SUPPORT SV	0.00	36.33	0.00	0.00	-36.33	***
Org Total:		26,558.50	26,420.00	26,558.50		
Fund Total:	0.00	26,558.50	26,420.00	26,558.50	0.00	100 %
369 OUR FUTURE LEADERS						
500 DISTRICT-WIDE						
100 REGULAR INSTRUCTION	0.00	9,871.66	17,438.76	17,438.76	7,567.10	56
Org Total:		9,871.66	17,438.76	17,438.76	7,567.10	
Fund Total:	0.00	9,871.66	17,438.76	17,438.76	7,567.10	56 %
370 BEST BEGINNINGS						
500 DISTRICT-WIDE						
100 REGULAR INSTRUCTION	121.74	1,520.74	1,460.00	1,460.00	-60.74	104
Org Total:	121.74	1,520.74	1,460.00	1,460.00	-60.74	
Fund Total:	121.74	1,520.74	1,460.00	1,460.00	-60.74	104 %
390 TEACHER HOUSING FUND						
10 AKIACHAK SCHOOLS						
100 REGULAR INSTRUCTION	-880.34	0.00	0.00	0.00	0.00	0
600 OPERATION & MAINTENANCE	13,841.40	339,394.21	245,447.00	271,265.00	-68,129.21	125
Org Total:	12,961.06	339,394.21	245,447.00	271,265.00	-68,129.21	
11 AKIAK SCHOOLS						

07/14/16
10:15:53

YUPIIT SCHOOL DISTRICT
Expenditure Budget vs. Actual Query
For the Accounting Period: 6 / 16

Page: 8 of 8
Report ID: B100AKAF

Program-Function	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
390 TEACHER HOUSING FUND						
600 OPERATION & MAINTENANCE	3,377.93	130,065.90	186,140.00	202,870.00	72,804.10	64
Org Total:	3,377.93	130,065.90	186,140.00	202,870.00	72,804.10	
12 TULUKSAK SCHOOLS						
600 OPERATION & MAINTENANCE	7,379.49	198,949.71	178,138.00	189,046.00	-9,903.71	105
Org Total:	7,379.49	198,949.71	178,138.00	189,046.00	-9,903.71	
500 DISTRICT-WIDE						
600 OPERATION & MAINTENANCE	16,248.17	155,258.50	121,209.00	123,206.00	-32,052.50	126
Org Total:	16,248.17	155,258.50	121,209.00	123,206.00	-32,052.50	
Fund Total:	39,966.65	823,668.32	730,934.00	786,387.00	-37,281.32	104 %
503 AKIAK FIRE						
11 AKIAK SCHOOLS						
600 OPERATION & MAINTENANCE	74.40	24,403.37	100,000.00	100,000.00	75,596.63	24
Org Total:	74.40	24,403.37	100,000.00	100,000.00	75,596.63	
Fund Total:	74.40	24,403.37	100,000.00	100,000.00	75,596.63	24 %
710 STUDENT ACTIVITY FUND						
10 AKIACHAK SCHOOLS						
700 STUDENT ACTIVITIES	10,687.02	38,579.52	0.00	0.00	-38,579.52	***
Org Total:	10,687.02	38,579.52			-38,579.52	
11 AKIAK SCHOOLS						
700 STUDENT ACTIVITIES	0.00	13,764.02	0.00	0.00	-13,764.02	***
Org Total:		13,764.02			-13,764.02	
12 TULUKSAK SCHOOLS						
700 STUDENT ACTIVITIES	314.51	1,190.53	0.00	0.00	-1,190.53	***
Org Total:	314.51	1,190.53			-1,190.53	
Fund Total:	11,001.53	53,534.07	0.00	0.00	-53,534.07	*** %
Grand Total:	1,419,736.18	14,099,347.69	16,386,022.57	16,052,499.70	1,953,152.01	87 %

Yup'it School District
 PO Box 51190
 Akiachak, AK 99551
 Regional School Board Report

Author of Report: Jim Hartz
 Department/Location: Maintenance
 Date of Regional School Board Meeting: July 21, 2016

1. Mission Statement

- a. To educate all children to be successful in any environment.

2. Objectives

- a. To provide every child an opportunity to complete high school and possess the skills needed to pursue further education of their choice.
- b. To partner with parents and the community to ensure that every child becomes a whole person and is a contributing member of society.

3. Strategic Goal Areas:

- a. Effective Operations
- b. Yup'ik Curriculum and Improved Student Attendance and Academic Outcomes
- c. Career Pathways
- d. Involving Elders and the Community

Date(s)	Activity	Details	Describe the connection to YSD Mission, Objectives, Strategic Goals and/or School Goals
June, July	Fuel Delivery	All three communities have received their fuel orders from Vitus.	Effective Operations
June, July	Summer Maintenance	Summer maintenance projects are on schedule to wrap up the end of August.	Effective Operations
June, July	Akiak School	The Contractor has been working on-site and verifies that the interior work will be completed by August 11.	Effective Operations
June	Inspector	The annual fire inspection is complete.	Effective Operations
July 11	AEA	The Tuluksak Tank Farm project is delayed.	Effective Operations

Yupit School District

Box 51190 • Akiachak, AK 99551 • Telephone (907) 825-3600 • FAX (877) 825-2404



Date: July 21, 2016
To: Regional School Board
From: Rayna Hartz, Superintendent
Re: Action Item A(i) Resignations

The Administration recommends approval of the following resignations:

Tuluksak	2016-2017	Tammy Hicks	Grade 7/8
Tuluksak	2016-2017	William Hicks	Special Education
Tuluksak	2016-2017	Karri Tikiun	Secretary

Akiak School
P.O. Box 49
Akiak, Alaska 99552
Tel. (907) 765-4600

Akiachak School
P.O. Box 51189
Akiachak, Alaska 99551
Tel. (907) 825-3616

Tuluksak School
P.O. Box 115
Tuluksak, Alaska 99679
Tel. (907) 695-5625

Yupiiit School District

Box 51190 • Akiachak, AK 99551 • Telephone (907) 825-3600 • FAX (877) 825-2404



Date: July 21, 2016
To: Regional School Board
From: Rayna Hartz, Superintendent
Re: Action Item A(ii) New Hires

The Administration recommends the approval of the following new hires:

Akiak	2016-2017	Kellie Soronen	Math/Science
Akiachak	2016-2017	Hope Casseri	Grade 5
Akiachak	2016-2017	Mark Casseri	Math
Akiachak	2016-2017	Patrick Navin	Science
Tuluksak	2016-2017	Mark Biberg	Grade 4/5
Tuluksak	2016-2017	John Douglas	Grade 7/8

Akiak School
P.O. Box 49
Akiak, Alaska 99552
Tel. (907) 765-4600

Akiachak School
P.O. Box 51189
Akiachak, Alaska 99551
Tel. (907) 825-3616

Tuluksak School
P.O. Box 115
Tuluksak, Alaska 99679
Tel. (907) 695-5625

Yupit School District

Box 51190 • Akiachak, AK 99551 • Telephone (907) 825-3600 • FAX (877) 825-2404



Date: July 21, 2016
To: Regional School Board
From: Rayna Hartz, Superintendent
Re: Action Item B BDO Audit Contract

The Administration recommends the approval of the BDO Contract for the annual audit.

Akiak School
P.O. Box 49
Akiak, Alaska 99552
Tel. (907) 765-4600

Akiachak School
P.O. Box 51189
Akiachak, Alaska 99551
Tel. (907) 825-3616

Tuluksak School
P.O. Box 115
Tuluksak, Alaska 99679
Tel. (907) 695-5625



Tel: 907-278-8878
Fax: 907-278-5779
www.bdo.com

3601 C Street, Suite 600
Anchorage, AK 99503

July 8, 2016

Mr. Alex Tatum
Business Manager
Yupiiit School District
P.O. BOX 51190
Akiachak, AK 99551

Dear Mr. Tatum:

Agreement to Provide Services

This agreement to provide services (the "Agreement") is intended to describe the nature and scope of our services.

Objective and Scope of the Audit

As agreed, BDO USA, LLP ("BDO" or "we") will audit the financial statements of the governmental activities, each major fund and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Yupiiit School District (the "Government" or "you") as of and for the year ended June 30, 2016.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate context. As part of our engagement, we will apply certain limited procedures to the Government's RSI in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtain during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required and will be subjected to certain limited procedures, but will not be audited:

1. Budgetary Comparison Schedules for the General Fund and each major fund
2. Public Employees Retirement System: Schedule of District's Information on the Net Pension Liability and Schedule of District Contributions
3. Teachers Retirement System: Schedule of District's Information on the Net Pension Liability and Schedule of District Contributions

Also, the supplementary information accompanying the basic financial statements, as listed below, will be subjected to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the

United States of America, and our auditor's report will provide an opinion on it in relation to the basic financial statements as a whole.

1. Individual fund and combining statements and schedules
2. Schedule of expenditures of federal awards
3. Schedule of state financial assistance

Responsibilities of BDO

We will conduct our audit in accordance with GAAS. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement, whether caused by error or fraud. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the basic financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error or fraud. Our work will be based primarily upon selected tests of evidence supporting the amounts and disclosures in the financial statements and, therefore, will not include a detailed check of all of the Government's transactions for the period. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Our audit will also be conducted in accordance with the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance or UG), and in accordance with the *State of Alaska Audit Guide and Compliance Supplement for State Single Audits* (Alaska Audit Guide) and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and Alaska Audit Guide, and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. The Uniform Guidance and the Alaska Audit Guide requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal and state statutes, regulations, and the terms and conditions of the federal and state awards that may have a direct and material effect on each of its major programs. Our procedures will consist of the applicable procedures described in the Office of Management and Budget's (OMB) Compliance Supplement and the Alaska Audit Guide for the types of compliance requirements that could have a direct and material effect on each of the Government's major programs. As required by the Uniform Guidance and the Alaska Audit Guide, our audit will include tests of transactions related to major federal and state award programs for compliance with applicable federal and state statutes, regulations, and the terms and conditions of federal and state awards. The purpose of these procedures will be to express an opinion on the Government's compliance with requirements applicable to major programs in our report on compliance issued pursuant to the Uniform Guidance and the Alaska Audit Guide.

Also, an audit is not designed to detect errors or fraud or violations of federal statutes and regulations that are immaterial to the financial statements or major programs. However, we will inform you of any material errors or fraud that come to our attention. We will also

inform you of possible illegal acts that come to our attention unless they are clearly inconsequential. We will also include such matters in the reports required for an audit performed under the Uniform Guidance and the Alaska Audit Guide. In addition, during the course of our audit, financial statement misstatements relating to accounts or disclosures may be identified, either through our audit procedures or through communication by your employees to us, and we will bring these misstatements to your attention as proposed adjustments. At the conclusion of our audit we will communicate to those charged with governance (as defined below) all uncorrected misstatements. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

The term “those charged with governance” is defined as the person(s) with responsibility for overseeing the strategic direction of the Government and obligations related to the accountability of the Government, including overseeing the financial reporting process. For the Government, we agree that the School Board meets that definition.

In making our risk assessments, we consider internal control relevant to the Government’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances and to evaluate compliance with each direct and material compliance requirement applicable to each major program, but not for the purpose of expressing an opinion on the effectiveness of the Government’s internal control. Accordingly, we will express no such opinion. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses in internal control. However, we will communicate to you and those charged with governance in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during our audit. We will also inform you of other matters involving internal control, if any, as required by the Uniform Guidance and the Alaska Audit Guide.

The objective of our audit is the expression of an opinion about whether the financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the third paragraph of this letter when considered in relation to the basic financial statements as a whole. The objective also includes reporting on the Government’s:

- Internal control related to the financial statements and compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and issuance of an opinion on whether the Government complied with federal and state statutes, regulations, and the terms and conditions of the federal and state awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance and Alaska Audit Guide.

We will perform test of controls, as required by the Uniform Guidance and Alaska Audit Guide, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with each direct and material compliance requirement applicable to each of the Government’s major federal and

state award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and Alaska Audit Guide.

We are also responsible for communicating with those charged with governance what our responsibilities are under GAAS, an overview of the planned scope and timing of the audit, and significant findings from the audit.

Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that you acknowledge and understand that you have responsibility (1) for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; (2) for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and relevant to federal award programs that are free from material misstatement, whether due to error or fraud; (3) for identifying and ensuring that the Government complies with the laws and regulations applicable to its activities; and (4) to provide us with access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, additional information we may request for the purpose of the audit, and unrestricted access to persons within the Government from whom the auditor determines it is necessary to obtain audit evidence.

Management is also responsible for preparation of the schedule of federal expenditures of federal awards, including the notes, noncash assistance received and other required information, in accordance with the requirements of the Uniform Guidance. Management is responsible for identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received subsequent to December 26, 2014 in accordance with the audit requirements of the Uniform Guidance. You acknowledge and understand your responsibility for the preparation of all supplementary information, including the schedule of expenditures of federal awards, in accordance with the applicable criteria. Management is responsible for identifying all federal awards received and understanding and complying with the compliance requirements, in accordance with the Uniform Guidance. Management is also responsible for (1) establishing and maintaining effective internal control, including internal control over compliance and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met, (2) compliance with federal statutes, regulations, and the terms and conditions of federal awards, (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements, and (4) ensuring that management and financial information is reliable and properly reported. You also agree to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. You also agree to present the supplementary information with the audited financial statements, or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and our report thereon.

Management's responsibilities also include identifying and informing us of significant contractor relationships in which the contractor is responsible for program compliance and for the accuracy and completeness of that information.

Management is responsible for adjusting the financial statements to correct material misstatements relating to accounts or disclosures, after evaluating their propriety based on a review of both the applicable authoritative literature and the underlying supporting evidence from the Government's files; or otherwise concluding and confirming in a representation letter (as further described below) provided to us at the conclusion of our audit that the effects of any uncorrected misstatements are, both individually and in the aggregate, immaterial to the financial statements taken as a whole. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

As required by GAAS, we will request certain written representations from management at the close of our audit to confirm oral representations given to us and to indicate and document the continuing appropriateness of such representations and reduce the possibility of misunderstanding concerning matters that are the subject of the representations. Because of the importance of management's representations to an effective audit, the Government agrees, subject to prevailing laws and regulations, to release and indemnify BDO, its Permitted Assignees (as defined herein under "Assignment"), and each of their respective employees from any liability and costs relating to our services rendered under this Agreement attributable to any knowing misrepresentations by management.

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Government involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a direct and material effect on the financial statements and/or schedule of expenditures of federal awards. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Government complies with applicable federal and state statutes, regulations, and the terms and conditions of the federal and state awards. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of federal statutes, regulations and the terms and conditions of the federal and state awards, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying to us, previous financial audit attestation engagements, performance audits, or other studies related to our audit objectives. This responsibility includes communicating to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

At the conclusion of the engagement, we will complete the appropriate sections of and electronically certify the Data Collection Form that summarizes our audit findings. We will provide a final copy of our reports in a PDF file to the Government; however, it is

management's responsibility to upload the PDF version of the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) and complete the appropriate sections of the Data Collection Form. Management is responsible for electronically certifying the Data Collection Form and electronically submitting the completed Data Collection Form to the Federal Audit Clearinghouse (FAC). The financial reporting package must be text searchable, unencrypted, and unlocked to be accepted by the FAC. The Data Collection Form and the reporting package must be submitted electronically within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the oversight agency for audit. Both BDO and management are responsible for ensuring that in their respective parts of the reporting package there is no protected personally identifiable information. We understand that we must make copies of the Data Collection Form and reporting package available for public inspection.

Expected Form and Content of the Auditor's Report

At the conclusion of our audit, we will submit to you a report containing our opinion as to whether the financial statements, taken as a whole, are fairly presented based on accounting principles generally accepted in the United States of America. If, during the course of our work, it appears for any reason that we will not be in a position to render an unmodified opinion on the financial statements, the Uniform Guidance and Alaska Audit Guide compliance, or that our report will require an Emphasis of Matter or Other Matter paragraph, we will discuss this with you. It is possible that, because of unexpected circumstances, we may determine that we cannot render a report or otherwise complete the engagement. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement. If, in our professional judgment, the circumstances require, we may resign from the engagement prior to completion.

The reports on internal control and compliance will each include a statement that the purpose of these reports is solely to describe the scope of our testing of internal control and compliance and the results of that testing based on the requirements of *Government Auditing Standards* (GAS), the Uniform Guidance and Alaska Audit Guide and are not suitable for any other purpose.

Client Reacceptance Matters

BDO is retaining the Government as a client in reliance on information obtained during the course of our continuing client reacceptance procedures. **Eric Campbell** has been assigned the role of engagement partner and is responsible for directing the engagement and issuing the appropriate report on the Government's financial statements.

Email Communication

BDO disclaims and waives, and you release BDO from, any and all liability for the interception or unintentional disclosure of email transmissions or for the unauthorized use or failed delivery of emails transmitted or received by BDO in connection with the services we are being engaged to perform under this Agreement.

External Computing Options

If, at your request, BDO agrees to use certain external commercial services, including but not limited to services for cloud storage, remote control, and/or file sharing options (collectively "External Computing Options"), that are outside of BDO's standard security protocol, you acknowledge that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, BDO disclaims and waives, and you release BDO from, any and all liability arising out of or related to the use of such External Computing Options.

Ownership of Working Papers

The working papers prepared in conjunction with our audit are the property of BDO, constitute confidential information, and will be retained by us in accordance with BDO's policies and procedures.

However, pursuant to authority given by law or regulation, we may be requested to make certain working papers available to the Government's oversight agency, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such working papers will be provided under the supervision of BDO personnel and at a location designated by BDO. Furthermore, upon request, we may provide photocopies of selected working papers to the aforementioned parties. These parties may intend or decide to distribute the photocopies of information contained therein to others, including other governmental agencies.

Reproduction of Audit Report

If the Government plans any reproduction or publication of a document that includes our report, or any portion of it, and that is assembled differently from any paper or electronic version that we may have assembled and provided to you (e.g., by the addition of financial statements and/or accompanying information that you have produced), a copy of the entire document in its final form should be submitted to us in sufficient time for our review and written approval before printing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our written approval.

Posting of Audit Report and Financial Statements on Your Website

You agree that, if you plan to post an electronic version of the financial statements and audit report on your website, you will ensure that there are no differences in content between the electronic version of the financial statements and audit report on your website and the signed version of the financial statements and audit report provided to management by BDO. You also agree to indemnify BDO from any and all claims that may arise from any differences between the electronic and signed versions.

Review of Documents for Sale of Debt or Other Securities

The audited financial statements and our report thereon should not be provided or otherwise made available to recipients of any document to be used in connection with the sale of debt or other securities (including securities offerings on the Internet) without first submitting copies of the document to us in sufficient time for our review and written approval. If, in our professional judgment, the circumstances require, we may withhold our written approval.

Availability of Records and Personnel

You agree that all records, documentation, and information we request in connection with our audit will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have the full cooperation of, and unrestricted access to, your personnel during the course of the engagement.

You also agree to ensure that any third-party valuation reports that you provide to us to support amounts or disclosures in the financial statements (a) indicate the purpose for which they were intended, which is consistent with your actual use of such reports; and (b) do not contain any restrictive language that would preclude us from using such reports as audit evidence.

Assistance by Your Personnel and Internet Access

We also ask that your personnel prepare various schedules and analyses for our staff. However, except as otherwise noted by us, no personal information other than names related to Government employees and/or customers should be provided to us. In addition, we ask that you provide high-speed Internet access to our engagement team, if practicable, while working on the Government's premises. This assistance will serve to facilitate the progress of our work and minimize costs to you.

Peer Review Reports

Government Auditing Standards requires that we provide you with a copy of our most recent quality control review report. Our latest peer review report accompanies this letter.

Other Services

We are always available to meet with you and other executives at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting the Government. Whenever you feel such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas. We will also be pleased, at your request, to attend governing board meetings.

In addition to the audit services described above, you have requested that we provide the following non-attest services:

We will assist the District in preparing the financial statements and related footnote disclosures for the year ended June 30, 2016 based on information in the trial balance and other information that comes to our attention during the course of our engagement. We will also assist the District in preparing and submitting the required Form SF-SAC Data Collection Form.

Independence

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the Government in the performance of our services. Any discussions that you have with personnel of BDO regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence. In addition, if you hire one of our personnel, you agree to pay us a fee of 20% of that individual's base compensation at the Government 90 days from the first day of employment.

In order for us to remain independent, professional standards require us to maintain certain respective roles and relationships with you with respect to the non-attest services described above. Prior to performing such services in conjunction with our audit, management must acknowledge its acceptance of certain responsibilities.

We will not perform management functions or make management decisions on behalf of the Government. However, we will provide advice and recommendations to assist management of the Government in performing its functions and fulfilling its responsibilities.

The Government agrees to perform the following functions in connection with our performance of the non-attest services:

- a. Make all management decisions and perform all management functions with respect to the financial statements and data collection form preparation provided by us.
- b. Assign Alex Tatum, Business Manager to oversee the financial statement and data collection form preparation and evaluate the adequacy and results of the services.
- c. Accept responsibility for the results of the financial statement and data collection form preparation.

The services are limited to those outlined above. We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions. The Government must make all decisions with regard to our recommendations. By signing this Agreement, you acknowledge your acceptance of these responsibilities.

Dispute Resolution Procedure

If any dispute, controversy, or claim arises out of, relates to, or results from the performance or breach of this Agreement, excluding claims for non-monetary or equitable relief (collectively, the "Dispute"), either party may, upon written notice to the other party, request non-binding mediation. A recipient party of such notice may waive its option to resolve such Dispute by non-binding mediation by providing written notice to the party requesting mediation and then such parties hereto shall resolve such Dispute by binding arbitration as described below. Such mediation shall be assisted by a neutral mediator acceptable to both parties and shall require the commercially reasonable efforts of the parties to discuss with each other in good faith their respective positions and different interests to finally resolve such Dispute. If the parties are unable to agree on a mediator within twenty (20) days from delivery of the written notice, either party may invoke the mediation service of the American Arbitration Association (the "AAA").

Each party may disclose any facts to the other party or to the mediator that it, in good faith, considers reasonably necessary to resolve the Dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing party. Except as agreed to in writing by both parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either party in any subsequent proceeding between the parties.

Unless waived, such mediation shall conclude after the parties have engaged in good faith settlement negotiations, but nonetheless are unable to resolve the Dispute through the mediation process. The attorneys' fees and costs incurred by each party in such mediation shall be borne solely by such party, except that the fees and expenses of the mediator, if any, shall be borne equally by the parties.

Any Dispute not resolved first by mediation between the parties (or if the mediation process is waived as provided herein) shall be decided by binding arbitration. The arbitration proceeding shall take place in the city in which the BDO office providing the majority of services involved exists, unless the parties agree in writing to a different locale. The arbitration shall be governed by the provisions of the laws of the State of Alaska, which shall be applied without reference to conflicts of law rules. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that the Arbitration Panel (as defined below) shall permit discovery that is consistent with the scope of discovery typically permitted by the Federal Rules of Civil Procedure and/or is otherwise customary in light of the complexity of the Dispute and the amount in controversy. Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel (as defined below).

The arbitration shall be conducted before a panel of three persons, one selected by each party, and the third selected by the two party-selected arbitrators (the "Arbitration Panel"). The party-selected arbitrators shall be treated as neutrals. The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a state or federal court. The parties also waive the right to punitive damages and the arbitrators shall have no authority to award such damages or any other damages that are not strictly compensatory in nature. In rendering their award, the Arbitration Panel shall issue in writing findings of fact and conclusions of law. The Arbitration Panel shall not have authority to grant an award that is not supported by substantial evidence or that is based on an error of law, and such absence of substantial evidence or such error of law may be reviewed on appeal to vacate an award based on the standard of review otherwise applicable in the Federal Appellate Court responsible for the jurisdiction in which the arbitration is venued, and without regard to any heightened standard of review otherwise applicable to an arbitration decision rendered by the AAA. The confidentiality provisions applicable to mediation shall also apply to arbitration. The award issued by the Arbitration Panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. No payment of any award or posting of any bond of any kind whatsoever is required to be made or posted until such Dispute is finally determined.

In no event shall a demand for arbitration be made after the date on which the initiation of the legal or equitable proceeding on the same Dispute would be barred by the applicable statute of limitations or repose. For the purposes of applying the statute of limitations or repose, receipt of a written demand for arbitration by the AAA shall be deemed the initiation of the legal or equitable proceeding based on such Dispute.

Fees

We anticipate our charges to the District for the services described above for the year ending June 30, 2016, will be approximately \$31,905 for professional services plus out-of-pocket expenses, estimated at \$4,380. This fee is based on the following assumptions: your personnel will prepare certain schedules and analyses for us and make available to us documents for our examination as and when requested; there will be no significant changes in the internal controls, accounting systems, key personnel, or structure of the organization; there will be no significant acquisitions or disposals of businesses; and there will not be any unanticipated increases in current operations requiring significant additional audit time. Should we encounter any unforeseen problems that will warrant additional time or expense, you will be notified of the situation and, if possible, the added cost.

This engagement includes only those services specifically described in this Agreement; any additional services not specified herein will be agreed to in a separate letter. In the event you request us to respond to, or we receive and respond to, a validly issued subpoena, court order, government regulatory inquiry, or other similar request or legal process against the Government or its management for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, you agree to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs (including outside lawyer fees) that we incur.

Our fees and costs will be billed periodically, and are payable within 30 days of the invoice date. If we do not receive any notice of dispute within 10 days of your receipt of the invoice, we will conclude that you have seen the invoice and find it acceptable. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of (a) 1.0% per month or (b) the maximum amount permissible by applicable law. Interest shall accrue from the date the invoice is delinquent. We reserve the right to suspend our services, withhold delivery of any deliverables, or withdraw from this engagement entirely if any of our invoices are delinquent. In the event that any collection action is required to collect unpaid balances due to us, you agree to reimburse us for all our costs of collection, including without limitation, attorneys' fees.

If we elect to terminate our services for nonpayment, or for any other reason provided for in this Agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all of our time expended, and to reimburse us for all of our out-of-pocket expenses and internal charges incurred, through the date of termination.

Assignment

BDO shall have the right to assign its rights to perform a portion of the services described above to any of its independent Alliance members, affiliates (including, where applicable, member firms of the international BDO network), agents, or contractors (a "Permitted Assignee") without the Government's prior consent. If such assignment is made, the Government agrees that, unless it enters into an engagement letter directly with the Permitted Assignee, all of the applicable terms and conditions of this Agreement shall apply to the Permitted Assignee. We agree that we shall not permit the Permitted Assignee to perform any work until it agrees to be bound by the applicable terms and conditions of this Agreement. We further agree that we will remain primarily responsible for the services described above, unless we and the Government agree otherwise, and we will properly supervise the work of the Permitted Assignee to ensure that all such services are performed in accordance with applicable professional standards. From time to time, and depending on the circumstances, Permitted Assignees located in other countries may participate in the services we provide to the Government. In some cases, we may transfer information to or from the United States or another country. Although applicable privacy laws may vary depending on the jurisdiction, and may provide less or different protection than those of the Government's home country, we require that all Permitted Assignees enter into contractual agreements to maintain the confidentiality of the Government's information and observe our policies concerning any confidential client information that we provide to them.

Third-Party Use

BDO will perform the professional services provided in connection with this engagement solely for the benefit and use of the Government. BDO does not anticipate and does not authorize reliance by any other party on its professional services. Any amendment to this provision must be made through a written document signed by the Government and BDO.

Miscellaneous

This Agreement is intended to cover only the services specified herein, although we look forward to many more years of pleasant association with the Government. This engagement is a separate and discrete event and any future services will be covered by a separate agreement to provide services.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published interpretations, but if any provision of this Agreement shall be deemed prohibited, invalid, or otherwise unenforceable for any reason under such applicable laws, regulations, or published interpretations, such provisions shall be ineffective only to the extent of such prohibition, invalidity, or unenforceability and such revised provision shall be made a part of this Agreement as if it was specifically set forth herein. Furthermore, the provisions of the foregoing sentence shall not invalidate the remainder of such provision or the other provisions of this Agreement.

* * * * *

We believe the foregoing correctly sets forth our understanding; however, if you have any questions, please let us know. If you find the foregoing arrangements acceptable, please acknowledge this by signing and returning to us a copy of this Agreement and retaining a copy for your files.

Very truly yours,

BDO USA, LLP

Acknowledged:

Yupiiit School District

By: _____
Alex Tatum, Business Manager

Date: _____

By: _____
School Board Representative

Date: _____



Baker Tilly Virchow Krause, LLP
225 S Sixth St, Ste 2300
Minneapolis, MN 55402-4661
tel 612 876 4500
fax 612 238 8900
bakertilly.com

SYSTEM REVIEW REPORT

To the Partners of BDO USA, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of BDO USA, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, audits of carrying broker-dealers and examinations of service organizations (Service Organization Control (SOC) 1 and 2 engagements).

In our opinion, the system of quality control for the accounting and auditing practice of BDO USA, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. BDO USA, LLP has received a peer review rating of pass.

A handwritten signature in black ink that reads "Baker Tilly Virchow Krause LLP".

Minneapolis, Minnesota
December 2, 2015

Yupit School District

Box 51190 • Akiachak, AK 99551 • Telephone (907) 825-3600 • FAX (877) 825-2404



Date: July 21, 2016
To: Regional School Board
From: Rayna Hartz, Superintendent
Re: Action Item C Lisa Taylor, CPA Audit Support
Contract

The Administration recommends the approval of the contract for Lisa Taylor, CPA, for Audit Support Services.

Akiak School
P.O. Box 49
Akiak, Alaska 99552
Tel. (907) 765-4600

Akiachak School
P.O. Box 51189
Akiachak, Alaska 99551
Tel. (907) 825-3616

Tuluksak School
P.O. Box 115
Tuluksak, Alaska 99679
Tel. (907) 695-5625

Parties:

LISA TAYLOR, CERTIFIED PUBLIC ACCOUNTANT (Consultant)

2615 Brooke Drive
Anchorage, AK 99517
(907) 980-9450

July 12, 2016

Rayna Hartz, Superintendent

Yupiiit School District
Box 51190, Akiachak, Alaska 99551
Direct: 907-825-3600

Purpose:

Technical assistance contract in support of the Accounting Department of the Yupiiit School District in preparation for the 6/30/2015 audit.

Contract Type:

Time and Materials Contract. \$200.00 per hour for Lisa Taylor, CPA and \$80 per hour for a para-professional with a total estimated not-to exceed amount of 13,500.00, not including out-of-pocket for approximately 5 days in early August.

Scope:

The scope of work includes the following, and additional items as requested:
Prepare for the audit and compile the SEFA and any additional schedules needed for the audit.

Budget:

Services in addition to or less than this planned amount will be adjusted to the total billed at the rate of \$200.00 per hour including time to travel to be on site for Lisa Taylor, CPA and \$80 per hour for para-professional support staff for off-site consulting.

Term:

Services will commence upon signing of this agreement by both parties. This agreement may be cancelled by either party with 90 days notice to the other party in writing.

Approval:

Lisa Taylor Certified Public Accountant

Date

Rayna Neumiller Hartz, Superintendent

Date

Yupit School District

Box 51190 • Akiachak, AK 99551 • Telephone (907) 825-3600 • FAX (877) 825-2404



Date: July 21, 2016
To: Regional School Board
From: Rayna Hartz, Superintendent
Re: Action Item D Myriam Mycias Contract

The Administration recommends the approval of the contract for Myriam Mycias for temporary Black Mountain accounting software support.

Akiak School
P.O. Box 49
Akiak, Alaska 99552
Tel. (907) 765-4600

Akiachak School
P.O. Box 51189
Akiachak, Alaska 99551
Tel. (907) 825-3616

Tuluksak School
P.O. Box 115
Tuluksak, Alaska 99679
Tel. (907) 695-5625

Yupiiit School District

P. O. Box 51190

Akiachak, Alaska 99551

(907)825-3600

MEMORANDUM OF AGREEMENT

Contractor: Myriam Macias

SSN # 574-04-7200

Address: 3433 East 18th Avenue, Anchorage, AK

Zip: 99508

Telephone: 907-317-6120

District Location: Akiachak, AK

Program: Business Office

CONTACT SCOPE & CONSIDERATION

Purpose: To work with the Business Office to maintain support for Black Mountain Software.

Number of days: up to 10 days including travel time	Rate per day: \$520.00	\$5,200.00
Travel: Airfare – travel to YSD for		\$1,200.00
Per diem of \$60 per day		\$ 240.00
Other: Parking and/or taxi fare		\$ 50.00
Estimated Cost:		<u>\$6,690</u>

MAXIMUM AMOUNT authorized by this amount is \$6,690.00
Payment will be made upon receipt of an APPROVED Invoice (s).

ACCOUNT CODE:

NOTHING HEREIN is to be construed as establishing an employee-employer relationship. No other compensation or benefit is expressed or implied. As a condition of performance the above named contractor shall pay all federal, state and local taxes that may be incurred by the contractor, subcontractor(s) or other persons. In addition, the above named contractor shall obtain all licenses, certifications and insurances that may be required.

OTHER CONSIDERATIONS:

TIME PERIOD COVERED:..... FROM: July 22, 2016 TO: September 22, 2016

Date of Regional School Board Approval:

Business Manager	Date	Originator	Date
------------------	------	------------	------

Superintendent	Date	Contractor	Date
----------------	------	------------	------

Yupit School District

Box 51190 • Akiachak, AK 99551 • Telephone (907) 825-3600 • FAX (877) 825-2404



Date: July 21, 2016
To: Regional School Board
From: Rayna Hartz, Superintendent
Re: Action Item E Akiak Native Community Water Contract

The Administration recommends the approval of the Akiak Native Community Water Contract.

Akiak School
P.O. Box 49
Akiak, Alaska 99552
Tel. (907) 765-4600

Akiachak School
P.O. Box 51189
Akiachak, Alaska 99551
Tel. (907) 825-3616

Tuluksak School
P.O. Box 115
Tuluksak, Alaska 99679
Tel. (907) 695-5625

Contract for Water Service
For the Yupiit School District at
Akiak, AK

This Contract is between the Yupiit School District (the school) and the Akiak Native Community (the community).

WHEREAS; the School Desires to receive a potable water iron content which meets USPHS drinking water standards; and

The COMMUNITY possesses the capability of meeting the desires and is willing to provide the School with water supply services.

THEREFOR, the SCHOOL and the COMMUNITY agree:

Article I. SERVICES

A. The COMMUNITY agrees to:

1. Provide up to 2000 gallons of potable water for any given twenty-four (24) hour period for which the School requests water services. The water is to be delivered under pressure to the point at which the utilidor from the Community's water treatment building (VSW Building) enters the YSD compound.
2. Maintain the Utilidor beyond the limits of the YSD compound

Article II. PERIOD OF PERFORMANCE

This contract commences on August 20, 2016

Article III. TERMINATION

This contract remain in effect until July 31, 2017

Article IV. CONSIDERATION

A. In consideration of the Community's performance of the requirements of this contract, the school agrees to:

1. Pay the Community a total of \$80,000 of potable water to the School.
2. The school may ask for an iron determination at any reasonable time. The determination will be made using an approved field test procedure (Lamotte A-50 or approved equal). If the determination shows the iron to be greater than 0.3ppm, a meter reading will be taken and the appropriate rate, as specified in Article IV, Section A. 1 of this contract, shall be billed. At such time as the Community demonstrate to the School that the iron content is below 0.3 ppm, a new reading will be taken and will be used as the point at which the billing deductions will be terminated.
3. The Community shall notify the School at least one day before the water is turned off for services.

- B. Payment for water supply services shall be made in quarterly payments of \$20,000 for the duration of this contract.

Article V. ADDITIONAL CONTRACT PROVISIONS

- A. This contract is subject to all applicable laws of the State of Alaska.
- B. The Community agrees to protect, defend, indemnify, and save harmless the SCHOOL from and against any and all claims (no matter how merit-less), demands, and causes of action of any nature whatsoever, and any expenses incident to defense of any by the SCHOOL therefor, for injury or death of persons or loss or damage to property arising out of the performance of this agreement by the COMMUNITY.
- C. Any dispute arising under this Contract with is not disposed of by agreement between the parties shall be subject to arbitration under the following procedures:
 - 1. Either party shall advise the other party that its arbitration of a dispute arising under the Contract.
 - 2. Within seven (7) days of receipt of the arbitration request, each party shall select one arbitrator panel member.
 - 3. Within seven (7) days of their selection, the two panel members shall select a third member. No more than three (3) days shall be used in selecting the third member. In the event agreement cannot be reached within the three days, the Federal Mediation and Arbitration Service shall be asked to select the third member.
 - 4. The decision of the arbitration panel shall be rendered in writing to both parties. The decision shall set forth the findings of fact, reasoning and conclusion of the panel. The decisions of the panel shall be final and conclusive.
- D. The parties to this Contract shall not assign this Contract, nor any part thereof, except upon the mutual agreement of both parties to this Contract. A party may not unreasonably withhold its agreement to such an assignment.

YSD CONTRACT FOR WATER SERVICES

FOR THE AKIAK NATIVE COMMUNITY

SHEILA CARL, TRIBAL ADMINISTRATOR

DATE

RAYNA HARTZ, SUPERINTENDENT

DATE

Yupit School District

Box 51190 • Akiachak, AK 99551 • Telephone (907) 825-3600 • FAX (877) 825-2404



Date: July 21, 2016
To: Regional School Board
From: Rayna Hartz, Superintendent
Re: Action Item F Akiachak Native Community
Water and Sewer Contract

The Administration recommends the approval of the Akiachak Native Community Water and Sewer Contract.

Akiak School
P.O. Box 49
Akiak, Alaska 99552
Tel. (907) 765-4600

Akiachak School
P.O. Box 51189
Akiachak, Alaska 99551
Tel. (907) 825-3616

Tuluksak School
P.O. Box 115
Tuluksak, Alaska 99679
Tel. (907) 695-5625

Akiachak Native Community
PO Box 51070
Akiachak, Alaska 99551

**Contract for Water and Sewer Service
For the Yupiit School District at Akiachak, Alaska**

This Contract is between the Yupiit School District (the school) and the Akiachak Native Community (the community).

WHEREAS, the School desires to receive a potable water iron content which meets USPHS drinking water standards; and

The School desires to dispose of its waste water in an environmentally acceptable manner; and

The Community possesses the capability of meeting both these desires and is willing to provide the School with water supply and sewage disposal services

THEREFORE, the School and the Community agrees:

Article I. Services to be performed:

A. The Community agrees to:

1. Provide up to 2,000 gallons of potable water for any given twenty-four (24) hour period for which the School requests water service. This water is to be delivered under pressure to the point at which the utilitor from the Community's water treatment building (VSW Building) enters the YSD compound.
2. Make available to the school the service of treatment and disposal of up to 2,000 gallons of sewage from the camp per day on a year round basis.
3. Maintain the utilitor beyond the limits of the YSD compound

B. The School agrees to:

1. Provide, contingent upon availability, water to the VSW building, for any given day for which the Community requests water service. This water will be replaced on a gallon-to-gallon basis by the Community at no cost.

Article II. Period of Performance

This contract commences on July 01, 2016

Article III. Termination

This contract remain in effect until July 01, 2017

Article IV. Consideration

- A. In consideration of the Community's performance of the requirement of this contract, the School agrees to:
1. Send Payments to Akiachak Native Community's contract of \$150,000.00 for the services from July 01, 2016 to July 01, 2017 in quarterly payments of \$37,500.00 due beginning of each quarter the following dates: July 01, 2016, October 01, 2016, January 01, 2017, and April 01, 2017 for potable water delivered to the School.
 2. The Community Water and Sewer Improvement Project will be allowed installation of water meters at the camp on west end of Akiachak and allowed access to install and read between the 20th and the 24th of each month these meters where necessary.
 3. The School may ask for an iron determination at any reasonable time. The determination will be made using an approved field test procedure (Lamotte A-50 or approved equal). If the determination shows the iron to be greater than 0.3 ppm, a meter reading will be taken and the appropriate rate, as in Article IV, Section A.I. of this contract, shall be billed. At such time as the Community demonstrates to School that the iron content is below 0.3 ppm, a new reading will be taken and will be used as the point at which the billing deductions will be terminated.
 4. The Community will notify the School at least one day before the water is turned off for services.

Article V. Additional Contract Provisions

- A. This contract is subject to all applicable laws of the State of Alaska.
- B. The Community agrees to protect, defend, indemnify, and save harmless from and against any and all claims (no matter how merit-less), demands,

and causes of action of any nature whatsoever, and any expenses incident to defense of any by the School for injury to or death of persons or loss or damage to property arising out of the performance of this agreement by the Community.

- C. The School agrees to protect, defend, indemnify, and save harmless the Community from and against any and all claims (no matter how meritless), demands, and causes of action of any nature whatsoever, and any expenses incident to defense of any by the Community there from, for injury to or death of person or loss or damage to property arising out of the performance of this agreement by the School.

- D. Any dispute arising under this Contract which is not disposed of by agreement between the parties shall be subject to arbitration under the following procedures:
 - 1. Either party shall advise the other party that its arbitration of a dispute arising under the Contract.
 - 2. Within seven (7) days of receipt of the arbitration request, each party shall select one arbitrator panel member.
 - 3. Within seven (7) days of their selection, the two panel members shall select a third member. No more than three (3) days shall be used in selecting the third member. In the event agreement cannot be reached within the three days, the Federal Mediation and Arbitration Service shall be asked to select the third member.
 - 4. The decision of the arbitration panel shall be rendered in writing to both parties. The decision shall set forth the findings of fact, reasoning and conclusion of the panel. The decisions of the panel shall be final and conclusive.

The parties to this Contract shall not assign this Contract, nor any part thereof, except upon the mutual agreement of both parties to this Contract. A party may not unreasonably withhold its agreement to such an assignment.

Date of approval by Yupiit School District Regional School Board:
For the Akiachak Native Community

Executive Director

Date

For Yupiit School District

Superintendent

Date

**Yupit School District
Board of Education Meetings**

District Office at 10:00 AM

3rd THURSDAY

Meeting Date

2nd MONDAY

Agenda Deadline

2nd WEDNESDAY

Packet Information & **Reports Due @ 8:00 AM**

2nd FRIDAY

Packets Distributed

July 21, 2016

July 11, 2016

July 13, 2016

July 15, 2016

August 18, 2016

August 8, 2016

August 10, 2016

August 12, 2016

September 15, 2016

September 5, 2016

September 7, 2016

September 9, 2016

October 20, 2016

October 10, 2016

October 12, 2016

October 14, 2016

November 17, 2016

November 7, 2016

November 9, 2016

November 11, 2016

December 15, 2016

December 5, 2016

December 7, 2016

December 9, 2016

January 19, 2017

January 9, 2017

January 11, 2017

January 13, 2017

February 16, 2017

February 6, 2017

February 8, 2017

February 10, 2017

****March 23, 2017**

March 13, 2017

March 15, 2017

March 17, 2017

April 20, 2017

April 10, 2017

April 12, 2017

April 14, 2017

****May 25, 2017**

May 15, 2017

May 17, 2017

May 19, 2017

June 15, 2017

June 5, 2017

June 7, 2017

June 9, 2017

BB 9320(a) Regular Meetings: The Board shall adopt a yearly calendar specifying the date, time and place of each regular meeting. The local media shall be provided with an annual calendar of regular Board meetings and shall be notified of any changes to the calendar. The Board shall hold 1 regular meeting on the **3rd Thursday of each month**. Unless changed by the Board, regular meetings shall be held at 11:00 AM at the School Library. Notice of regular meetings shall be posted at least three days prior to the meeting. ****not scheduled on 3rd Thursday**