



Annette Island School District
P. O. Box 7 • Metlakatla, AK 99926

MEMORANDUM OF Understanding between Metlakatla Indian Community (MIC) and Annette Island School District (AISD)

This is an agreement among and between the signatory partners, with a strong desire to provide support for the health and safety of students.

AISD Mission Statement

Sagayt K'üülm goot (All of One Heart) pulling together to foster compassionate, resilient, culturally empowered and mindful citizens while promoting high academic expectations to ensure success within a changing world.

Purpose

MIC, a federally-recognized Indian tribal government carrying out health services under the Indian Self-Determination and Education Assistance Act, will support the District's Nurse by providing feedback on the District's Nurse's Handbook and implementing and overseeing nurse standing orders and protocols. The scope of this MOU is limited to MIC providing consulting services to AISD as provided for below, and does not include the provision of health care services at AISD.

AISD agrees to:

1. Employ a certified school nurse.
2. Develop a Nurse's Handbook and nurse standing orders and protocols in coordination with MIC as described below.
3. Abide by the standing orders and protocols while fulfilling the duties of the School Nurse.
4. Collaborate with MIC's medical staff as needed to support the health and safety of students.

MIC agrees to:

1. Review and provide feedback on the Nurse's Handbook.
2. Implement and oversee nursing standing orders and protocols for AISD in accordance with all applicable federal and state rules and regulations and nationally-recognized, evidence-based guidelines.
3. Collaborate with the AISD's School Nurse as needed to support the health and safety of students.

Term of Agreement

This MOU shall be for an initial term during the 2024-25 school year from the date this MOU is executed. The MOU shall be reviewed in May 2025 before committing to a multiple year agreement, which may be up to 5 years. Contingent on a successful first year, this MOU will be

reviewed annually, and may be modified or amended, through the mutual agreement of the signatory parties, as necessary to clarify and formalize roles, responsibilities, timeliness, and assurances regarding the purpose and scope.

Other Mutual Agreements

- Both parties will work together to ensure the health and safety of students.
- Both parties will work to increase communication channels between the entities.

Indemnification

The parties agree to defend, indemnify, and hold harmless the other party, its Board members, and their respective officers, agents, volunteers, and employees from any and all liabilities, claims, liens, demands, costs, and judgments, including court costs, costs of administrative proceedings, and attorney's fees, arising from, or in any way related to 1) any wrongful or negligent act, error, or omission committed by each Party or their affiliates; or 2) the material breach of any of the terms of this MOU.

Federal Tort Claims Act Coverage

As applicable, MIC is covered by the Federal Tort Claims Act (FTCA) pursuant to Federal law (Pub. L. 101-512, Title III, § 314, as amended by Pub. L. 103-138, Title III, §308 (codified at 25 U.S.C. §5321 note); and regulations at 25 C.F.R. Part 900, Subpart M. Nothing in this MOU or any addendum thereto shall be interpreted to authorize or obligate MIC or any employee of MIC to operate outside of the scope of employment of such employee.

FERPA

- AISD and MIC agree to comply with Family Education Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. § 1232g and its implementing regulations as follows:
 - Any student health record maintained by health care providers of the parties acting on behalf of AISD (a FERPA-covered educational agency or institution) qualify as education records subject to FERPA and its implementing regulations, except for treatment records as defined under 34 C.F.R. § 99.3. To the extent that FERPA applies, any disclosure of personally identifiable information to the MIC shall require prior written consent of the parent or eligible student or otherwise satisfy an exception to FERPA's consent requirements.
 - Any health information directly related to students and are created and maintained by MIC's health care providers, not acting on behalf of AISD, does not constitute education records as defined under FERPA, 20 U.S.C. § 1232g(a)(4), 34 C.F.R. § 99.3.

Sovereign Immunity

Nothing in this MOU or in any addendum thereto shall constitute a waiver of tribal sovereign immunity of the MIC.

We agree to form this partnership and to collectively fulfill the terms of this agreement on

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M. Taw Lindsey, Superintendent, Annette Island School District

Darcy Booth, Board President, Annette Island School District

Susan Guthrie, Director, Annette Island Service Unit

Name	Title	Annette Island Service Unit
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Albert Smith, Mayor, Metlakatla Indian community