

**Alaska Native Science & Engineering Program/
North Slope Borough School District
Middle School Academy Agreement**

The Alaska Native Science & Engineering Program (ANSEP) at the University of Alaska Anchorage (UAA) and North Slope Borough School District (NSBSD) agree the scope of work will be performed in accordance with the following conditions:

1. Scope of Work

Middle School Academy

ANSEP will select up to 54 students for the Academy from a pool of eligible candidates provided by NSBSD and will communicate with the parents/guardians of the selected students. ANSEP will design, manage, and conduct the Academy at UAA on dates mutually determined by the parties. ANSEP will provide teaching faculty and staff; academic and social activities; housing, meals (breakfast, lunch, and dinner) and snacks; supplies (including computer build supplies); all Academy-related transportation during the Academy; evening supervision starting at 5:00 PM and staffed security at the lodging site between the approximate hours of 10:00 PM and 7:00 AM during the Academy. ANSEP will provide transportation for students and teachers/chaperones from Utqiavik to Anchorage and from Anchorage to Utqiavik for the Academy.

ANSEP shall ensure NSBSD will provide at least one (1) certified teacher/chaperone for every six (9) students to ensure adequate oversight of the students during the Academy and travel; the teachers/chaperones shall all be School District employees in good standing, and shall be in certified teacher positions; the teacher/chaperones shall complete ANSEP provided online training modules relating to the protection of minors before the start of the academy; the teacher/chaperones shall submit to ANSEP, no later than 21 days prior to the start of the Academy, a completed UAA background check form, as well as three references with contact details; the background check requirement shall be waived if LKSD can certify that the teacher/chaperones have successfully completed background checks through NSBSD in the preceding two years. NSBSD will provide recruitment opportunities and identification of potential Academy students and assist ANSEP in the collection of academic information and data for all NSBSD students who participate in the Academy; and NSBSD make a good faith attempt to provide an opportunity for past Academy participants to enroll in and complete Algebra 1 prior to the end of the 8th grade. NSBSD will be responsible for the arrangement and payment of roundtrip transportation for selected students and teachers/chaperones between their hometowns and Utqiavik.

This is a one-time experience per student, and there are **no costs to families** for students to attend.

2. Period of Performance

This agreement shall be effective from September 30, 2025, through June 30, 2026, unless amended only by written mutual consent.

3. Compensation

NSBSD will reimburse UAA for \$162,000 for costs associated with the successful completion of services, as described in paragraph one.

If NSBSD cannot fill the 54 student slots, NSBSD will reimburse UAA at the rate of up to \$3,000 per student. UAA will submit invoices to NSBSD every quarter as costs are incurred. UAA will submit a final invoice for completed services no later than June 15, 2026. NSBSD agrees to pay all UAA invoices within thirty (30) business days of receipt of the invoice.

4. Indemnification

Subject to a specific appropriation by the legislature for this purpose, the University agrees to indemnify NSBSD for any claims, lawsuits or liability of any kind arising out of losses, damages, injury, or death to persons or property occurring as a result of university negligence or wrongful conduct during the course of or as a result of activity performed pursuant to this agreement. NSBSD agrees to indemnify the University for any claims, lawsuits or liability of any kind arising out of losses, damages, injury, or death to persons or property occurring as a result of any NSBSD negligence or wrongful conduct during the course of or as a result of activity performed pursuant to this agreement. All parties to this agreement recognize and agree that the University has no appropriation currently available to it to indemnify NSBSD under this provision and that enactment of an appropriation in the future to fund a payment under this provision remains in the sole discretion of the legislature and the legislature's failure to make such an appropriation creates no further liability or obligation of the University.

5. Venue and Applicable Law

Any civil action arising from this Agreement shall be brought in the state courts of Alaska in Anchorage, Alaska. The laws of the State of Alaska shall govern the rights and duties of the parties under this agreement.

6. Disclaimer of Warranties

To the fullest extent permitted by law, UAA makes no warranties, express or implied, as to any matter whatsoever including, without limitation, the condition of any work performed under this Agreement, or the merchantability or fitness for a particular purpose or function of any advice given or of any product prepared, made or developed under this Agreement. NSBSD understands and accepts that all UAA's work, products and advice are delivered "As Is" and without warranty.

7. Assignment

This Agreement shall not be assigned by either party without the prior written consent of the other.

8. Ownership of Documents

All reports, plans, training and documents and other materials prepared by UAA under this Agreement remain the property of UAA including intellectual property rights. UAA shall have a perpetual, royalty-free, non-exclusive, worldwide, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the materials.

9. Termination of Agreement

Either party may terminate this Agreement with or without cause upon 30 days written notice. In the event of termination, NSBSD shall reimburse UAA for all reasonable, allocable and allowable costs incurred up to the effective date of termination.

10. Entire Agreement

This Agreement is the entire Agreement between the parties, and it supersedes all prior agreements, discussions, or understandings, written or oral.

11. Modifications

The parties may modify or amend this Agreement only by written mutual consent.

12. Nondiscrimination

The University of Alaska is an equal opportunity and equal access employer, educational institution and provider. The University of Alaska does not discriminate on the basis of race, religion, color, national origin, citizenship, age, sex, physical or mental disability, status as a protected veteran, marital status, changes in marital status, pregnancy, childbirth or related medical conditions, parenthood, sexual orientation, gender identity, political affiliation or belief, genetic information, or other legally protected status. The University's commitment to nondiscrimination applies to all applicants, faculty, staff, students, student-employees, volunteers, affiliates and contractors in a manner consistent with all applicable laws, regulations, ordinances, orders, and Board of Regents' Policies, University Regulations, and related internal processes and procedures. Contact information and complaint procedures are included on UA's statement of nondiscrimination available at <http://www.alaska.edu/nondiscrimination>.

13. Budget Authority

ANSEP shall have the authority to revise its internal accounting budget lines without approval from NSBSD in order to meet the objectives outlined in the SCOPE OF WORK.

14. Reporting

ANSEP shall report to NSBSD designated reporting authority – within 24 hours, or as soon as reasonably possible – any and all Academy related incidents involving a NSBSD student or NSBSD teacher/chaperone. Reportable incidents include major medical issues, disciplinary actions, self-harming and behavioral concerns, harassment, sexual misconduct, abuse or neglect of minors.

15. Confidentiality

Except as required by applicable law or by any court order, UAA agrees to treat information clearly marked as confidential by NSBSD in a confidential manner. This means that UAA will use it and distribute it only as necessary to fulfill its obligations under this Agreement. The parties understand,

however, that this Paragraph does not prohibit UAA from copying, distributing and using the materials it develops or prepares under this Agreement as provided under Paragraph 8.

16. **Contact Persons and Notices**

The contact persons for each party and the addresses to send Notices that are necessary under this Agreement are:

Jared Brandner
University of Alaska Anchorage
ANSEP
3211 Providence Dr. – ANSEP 202
Anchorage, AK 99508
907-786-1077
jared@alaska.edu

David Vadiveloo
North Slope Borough School District
829 AIVIK ST
Utqiagvik, AK 99723
907-852-5311
david.vadiveloo@nsbsd.org

17. **Authority**

By signing below, the parties certify that they have the authority to bind their agencies to the terms and conditions of this Agreement.

SIGNED

University of Alaska Anchorage

SIGNED

North Slope Borough School District

David Vadiveloo
Superintendent

Date: _____

Date: _____