

## MEMORANDUM OF AGREEMENT

### BETWEEN

THE NORTH SLOPE BOROUGH SCHOOL DISTRICT

AND

THE INUPIAT COMMUNITY OF THE ARCTIC SLOPE

### PURPOSE:

The purpose of this Memorandum of Agreement (MOA) is to outline the terms under which the Iñupiat Community of the Arctic Slope (ICAS) and the North Slope Borough School District (NSBSD) will work together to support the Qarġi Academy, a tribally operated educational program. This agreement is specific to the Qarġi Academy Tribal School and does not include other functions and departments of ICAS unless expressly written into this agreement and agreed upon by each party.

### Iñupiat Community of the Arctic Slope:

1. Operate Qarġi Academy as a tribally operated educational program.
2. Ensure that students attending Qarġi Academy are enrolled in the Knik Charter School Correspondence Program within the Matanuska-Susitna Borough School District.
3. Provide NSBSD with an updated roster of participating students residing within NSBSD attendance areas who seek access to District services under this MOA.
4. Ensure participating students understand and comply with NSBSD policies, including transportation conduct rules, activity eligibility requirements, and applicable student behavior standards.
5. Coordinate with the Knik Charter School correspondence program to verify academic eligibility for participation in NSBSD co-curricular and extracurricular activities consistent with District standards and Alaska School Activities Association (ASAA) requirements.
6. Fund its own employees, staff, programming expenses, and any costs expressly agreed to under this MOA. ICAS understands that NSBSD is not agreeing to fund the Qarġi Academy's operations.
7. Maintain appropriate insurance coverage for its employees and activities conducted at NSBSD facilities. ICAS shall add NSBSD as an additional insured on its general liability insurance policy and provide NSBSD with a certificate of insurance.
8. Provide chaperones to supervise Qarġi Academy students that participate in any NSBSD programs or activities. At their own expense ICAS must provide chaperones at a ratio of one (1) chaperone to four (4) Qarġi Academy students for any NSBSD activity or any time Qarġi Academy students are present in NSBSD schools, except for ASAA extracurricular activities. Qarġi Academy students must observe all directions of NSBSD staff in relation to behavior and activity protocols and Qarġi Academy chaperones will be responsible for the behavior of Qarġi Academy

students and will support NSBSD in any efforts to maintain student safety and behavioral expectations. ICAS will coordinate with NSBSD's Human Resources Department to ensure all chaperones are background checked in advance of activities or events that require chaperones.

**NORTH SLOPE BOROUGH SCHOOL DISTRICT WILL:**

9. Permit eligible Qargi Academy students residing within established District transportation routes to utilize existing District bus routes, subject to capacity, safety considerations, and compliance with District policies.
10. Retain discretion to suspend transportation privileges for misconduct consistent with District procedures.
11. Permit eligible Qargi Academy students to participate in NSBSD Career and Technical Education courses, upon arrangement between NSBSD and ICAS and prior approval from NSBSD.
12. Allow eligible Qargi Academy students residing within NSBSD boundaries to participate in co-curricular and extracurricular ASAA activities offered by NSBSD schools, subject to academic eligibility verification, compliance with ASAA rules, capacity limitations, and applicable activity, participation, or travel fees.
13. Support the option of Qargi Academy students participating in District food service programs, subject to compliance with federal and state child nutrition program requirements, meal eligibility and reimbursement rules, and operational feasibility.
14. Provide the necessary insurance for its buildings and its own employees according to its own regulations. NSBSD will not provide liability insurance for ICAS employees.
15. Not provide funding for ICAS operations except as expressly stated in this agreement.

**ADDITIONALLY, THE PARTIES AGREE AS FOLLOWS:**

**1. Student Status.**

Students attending Qargi Academy are not enrolled as full-time students of NSBSD and NSBSD does not receive Federal, State or Borough funding for those students.

## **2. Partnership, Cooperation, and Collaboration.**

The Parties acknowledge that this MOA reflects a collaborative partnership intended to support the educational success and well-being of students participating in the Qarǵı Academy (“Qarǵı students”). The Parties agree to work in good faith and in a spirit of mutual respect to advance this shared purpose.

ICAS agrees that, where reasonably practicable, it will recognize and acknowledge NSBSD’s support of the Qarǵı Academy and its students in its materials, communications, and public statements.

The Parties further agree that, to the extent either Party makes statements regarding the other Party’s programs, services, or operations, such statements will be made in a manner consistent with the spirit of this partnership. Nothing in this section is intended to limit either Party’s independent obligations to provide accurate information or comply with applicable law. Nothing in this Agreement impacts or reduces the NSBSD’s separate responsibilities and duties, including consultation, with other tribal governments besides ICAS. Nothing in this agreement shall prevent nor limit ICAS from exercising its rights and responsibilities in such activities as tribal consultation or other activities that are legally required or allowable by current or future law, whether local, state, federal or tribal code.

Each Party shall provide the other Party a designated point of contact for this MOA in writing to facilitate single points of contact and clear lines of communication.

## **3. Costs and Compensation.**

Total compensation under this MOA shall not exceed \$0.00 unless modified by written amendment. Transportation may be provided at no cost if marginal cost is negligible; however, NSBSD reserves the right to assess reimbursement if additional costs are required. Participation in NSBSD Career and Technical Education courses will be offered at no cost if the marginal cost is negligible, however, NSBSD reserves the right to assess reimbursement if additional costs are required. Food services, if provided, may be subject to standard meal pricing or reimbursement requirements. Participation in co-curricular and extracurricular activities may require payment of applicable activity or travel fees on the same basis as any other participant. Any reimbursement arrangement shall be documented in writing.

## **4. Disputes.**

Disputes under this MOA shall be resolved, to the maximum extent practicable, in an informal manner between the Parties.

## **5. Termination.**

This MOA may be terminated by either party for any reason upon thirty (30) days written notice to the other party.

**5. Indemnity.**

Each Party agrees to indemnify, defend, and hold harmless the other Party and its board members, officers, employees, and agents (“Indemnified Party”) from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys’ fees) arising out of or resulting from the Indemnifying Party’s negligent acts, errors, or omissions, or willful misconduct in connection with this Agreement. Each Party’s obligations under this section are limited to the extent of its own acts or omissions and do not extend to the acts or omissions of the other Party.

**6. Law and Venue.**

This Agreement shall be governed by the law of the State of Alaska. Venue for any legal proceeding shall be in the Superior Court in Utqiagvik, Alaska.

**7. Notice.**

Notices required under this Agreement shall be delivered personally or by email to the Superintendent of NSBSD Executive Director of ICAS.

**8. Entire Agreement.**

This Agreement constitutes the entire Agreement between the Parties and may be amended only by a duly executed written instrument.

**SIGNATURES**

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David Vadiveloo

Superintendent

North Slope Borough School District

Date: \_\_\_\_\_

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Morrie Lemen

Executive Director

Iñupiat Community of the Arctic Slope

Date: \_\_\_\_\_