

MEMORANDUM OF UNDERSTANDING
between the
TULEN CHARTER SCHOOL
and the
KENAITZE INDIAN TRIBE

1. PARTIES:

This Memorandum of Understanding (MOU) is between the Tulen Charter School (School), whose mailing address is [MAILING ADDRESS], a charter school within the Kenai Peninsula Borough School District (KPBSD), and the Kenaitze Indian Tribe (Kenaitze), a federally recognized Indian tribe, whose mailing address is P.O. Box 988, Kenai, AK 99611, jointly (“the Parties”).

2. PURPOSE

The purpose of this MOU is for Kenaitze to support the operations of the School at the Kahtnuht’ana Duhdeldiht Campus (Educational Campus) at 12271 Kenai Spur Highway, Kenai, Alaska 99611 by providing the following services:

- Custodial staffing
- Breakfast and lunch food services
- Nurse staffing
- Occupational Therapy and Physical Therapy
- Independent Skill Providers (ISPs) to provide classroom behavioral support
- Tutor Liaisons and Culture Instructors to provide academic and cultural support in classrooms and culturally based activities
- Dena’ina Language Instructors to provide support to School staff and students through the language immersion process

3. SCOPE OF RESPONSIBILITIES:

The following scope of responsibilities contains all obligations by the Parties under this MOU. Any changes to the scope of responsibilities for either party shall be by mutual written mutual agreement of the Parties.

a. Roles and responsibilities of Kenaitze.

1. Subject to availability, Kenaitze will provide Kenaitze employees to support the purposes of this MOU:

Custodian	Maintain clean floors, furniture, fixtures, and grounds of the Educational Campus. Reports needed repairs and monitors the building for safety while also securing the building at the end of the school day.
Food Service	Provide charter school students breakfast and lunch service, with menu that meets NSLP and USDA requirements. Ensure regulations pertaining to sanitation and food safety practices are observed and maintained, including safe food handling and safety issues.

Nurse	<p>Assess and assist in providing for health and nursing needs of students. Health services include, treatments, issuing medication, diabetes and seizure management, health counseling and promotion, and injury and disease prevention, intervention, and education.</p> <p>Kenaitze nurse employees will possess a State of Alaska registered nurse license certification or a temporary nursing license, have a passing score on the National Council Licensure Examination (NCLEX), and have a current Basic Life Support (BLS) certification.</p>
Occupational Therapy (OT)/ Physical Therapy (PT)	<p>Provide direct consultation and collaborative services to special education students who need assistance with hand function, oral-motor functions, sensory motor skills, and accessibility to be successful in the school environment. Work collaboratively to ensure each student barrier-free access to and participation in learning.</p> <p>For Occupational Therapy, Kenaitze employee will possess a valid Alaska type C special services certificate with OT endorsement, valid Alaska OT license, and degree in OT from accredited school recognized by the American Occupational Therapy Association (AOTA) or World Federation of Occupational Therapists (WFOT).</p> <p>For Physical Therapy, the Kenaitze employee will possess a valid Alaska PT license, and degree from accredited school recognized by the American Physical Therapy Association (APTA).</p>
Individual Skills Provider	<p>Provide and direct active therapeutic behavioral health services by the supervising case manager; document active intentions that support un'ina work to address the goals identified in the un'ina individualized treatment plan.</p>
Liaison/Tutor	<p>Will bridge transitions for youth and families between grades and will collaborate with School staff to support individualized education plans that include cultural learning needs. Serve as a family advocate to connect parents/guardians to School and community resources to remove barriers impeding academic success.</p>
Culture Instructor	<p>During school day act as in-class side-by-side support with identified Title VI students, assisting in lessons, tutoring where needed, mentoring, and building relationships with students. Culture Instructors can also offer mini culture and Dena'ina language lessons where appropriate. Teacher/Principal or Teacher can refer Title VI students to Culture Instructors for additional support.</p>

2. The Tribe will provide in-depth training around culturally responsive teaching, Dena'ina language and culture instruction, and positive behavior systems to Kenaitze employees working in School facilities.

3. Kenaitze employees working at the school shall be subject to the Kenai Peninsula Borough School District's background check policies. The Tribe will gather and submit volunteer forms authorizing background checks for Kenaitze employees, including acknowledgement of BP & AR 4112.5 Security Check, BP 6161.4 Acceptable Use Policy/Internet Safety Policy, and Confidentiality Statement.
 4. Kenaitze employees who are supporting learning during the School instructional day will attend required staff training for the primary buildings they are assigned to work. They may be provided the opportunity to attend remotely when possible.
 5. Kenaitze employees who work in the School during the instructional day will follow generally-applicable Kenai Peninsula Borough School District policies, including all applicable professional boundary and confidentiality policies.
 6. Kenaitze employees will follow the School's operational calendar.
 7. Kenaitze employees will supply their own technology.
 8. Kenaitze employees working at the School remain Kenaitze employees and are not employees of the School or the Kenai Peninsula Borough School District.
- b. Roles and responsibilities of the School.
1. The School will process all background checks on Kenaitze employees submitted by Kenaitze on the appropriate form for suitability to perform work at a School facility. The school will promptly notify Kenaitze of any Kenaitze employee that is determined to be unsuitable and the basis for its determination.
 2. The School will remove a Kenaitze employee from its facility if it determines that the Kenaitze employee's presence in that facility creates a safety risk to students or other people, and notify Kenaitze as soon as practicable. Kenaitze acknowledges this determination is made by the School and/or Kenai Peninsula Borough School District.
 3. Provide Kenaitze employees suitable workspace and supplies to perform the MOU's scope of responsibilities.
 4. Facilitate Kenaitze employee collaboration with School leadership and teaching staff to ensure students and families have access to support and learning opportunities.
 5. Provide a guest username and password to Kenaitze employees allowing specific named users the ability to login to a KPBSD wireless network. The School will work with KPBSD information technology to assist Kenaitze employees with wireless network access.
 6. With parent/guardian permission, provide KPBSD PowerSchool access to Kenaitze employees for the purposes of attendance tracking and academic tutoring.
 7. Provide appropriate learning space for culture and language activities such as Native Youth Olympics, Dance, Drum, and academic tutoring.

8. With parent/guardian permission, provide aggregate student performance data for youth participating in programs organized by Kenaitze employees, including attendance and tardiness, grade point average, standardized achievement and growth data, and reading assessment scores.
 9. With parent/guardian approval, include Kenaitze employees in parent meetings and individual student conferences when appropriate.
- c. Roles and responsibilities for the Parties:
1. Hold quarterly meetings between Kenaitze and the School that include the Kenaitze Education Committee Chair, Kenaitze Education Director, Academic Policy Committee Chair, School Principal/Teacher, KPBSD Title VI Specialist, and KPBSD Director of Elementary and K-12. The meeting may also include the Kenaitze Executive Director and KPBSD Superintendent or Assistant Superintendent, Kenaitze Yaghanen K-12 Administrator and Kenaitze Community Education Administrator.
 2. Collaborate on cultural content following a process where both Kenaitze and the School may preview and approve the content to ensure that resources, professional learning, and direct instruction meet the cultural needs of the Parties and are deemed appropriate by both.

4. ADMINISTRATION OF MOU:

The following individuals will be the representatives administering this MOU. Any notice required pertaining to the subject matter of the MOU shall be emailed or mailed by certified mail to the following:

School: [School's contact]
 [Address]
 [Contact Information]

Kenaitze: [Tribe's contact]
 [Address]
 [Contact Information]

5. RELATIONSHIP BETWEEN THE PARTIES.

The School and Kenaitze are independent and separate entities, and this MOU does not form a principal-agent relationship, joint enterprise, or legal partnership between them. Nothing in this MOU shall create an employer/employee relationship between the employees of the School and Kenaitze or between Kenaitze employees and the School. Kenaitze employees are not subject to the employment policies of the School or KPBSD.

6. COMPENSATION.

The Parties will handle their own financial obligations and resources in pursuing these objectives. No compensation will be exchanged as a result of this MOU.

7. COPYRIGHT.

The Parties agree that any information, work product, or other results, systems and information developed by Kenaitze or Kenaitze employees shall, to the extent permitted by law, be a “work made for hire” within the definition of Section 101 of the Copyright Act (17 U.S.C. § 101), and shall remain the sole and exclusive property of Kenaitze.

8. GOOD FAITH AND FAIR DEALING.

The Parties agree to engage each other in good faith and work collaboratively, share information necessary to fulfill the scope of responsibilities of this MOU and any reporting requirements of granting agencies associated with the program supporting purposes of this MOU.

9. COMPLIANCE WITH LAWS AND SEVERABILITY.

The Parties shall comply with all applicable laws and regulations. The Parties agree that any portion of this MOU, or any act or practice of the parties in carrying out this MOU, that is determined to be out of compliance with law shall be promptly amended or reformed, in accordance with the fair and reasonable intent, purpose, and scope of this MOU.

10. TERM OF UNDERSTANDING.

The term of this MOU shall be from [Start Date], through [End Date]. Either party may terminate this MOU by serving written notice of such termination to the other party and specifying the effective date of such termination at least thirty (30) days prior to the effective date of termination.

11. DEFENSE AND INDEMNIFICATION.

The School shall indemnify, defend, and hold harmless Kenaitze, its council members, officers, employees, and agents from and against any claim of, or liability for, negligent acts, errors, and omissions of the School or Kenaitze that arise under this MOU, to the extent permitted by law and KPBSD policy.

12. NO WAIVER OF SOVEREIGN IMMUNITY.

The parties understand and agree that Kenaitze is a federally recognized tribe, and nothing in this MOU shall be construed as a waiver of the tribal sovereign immunity of the Kenaitze Indian Tribe or of its council members, officers, employees, or agents.

13. MODIFICATION.

This MOU may only be modified by mutual written agreement of the Parties.

14. NO ASSIGNMENT.

Neither party shall have the right to assign or transfer this MOU or any rights hereunder to any third party without the prior written consent of the other party. Such consent may be withheld for any reason or no reason. Any attempts to assign this MOU without consent shall be null and void, and the MOU shall terminate.

15. THIRD PARTIES.

This MOU is not intended to affect any additional third party. It does not create any rights, benefits, or responsibility for any additional parties.

16. CONFIDENTIALITY.

Neither Kenaitze nor its employees shall not have access to identifiable student records without the required written consent of a student’s parent or guardian (or from the student if the student is over age 18) pursuant to the Family Educational Rights and Privacy Act (FERPA).

17. JURISDICTION.

Any civil action arising from this MOU shall be brought in the federal district court for the District of Alaska in Anchorage, Alaska. The law of the State of Alaska, regardless of conflict of law principles, shall govern the rights and obligations of the parties.

18. DISPUTE RESOLUTION PROCESS.

The parties agree to make good faith efforts to reach informal resolution of any dispute under this MOU. If a dispute should arise over the terms of this MOU that the parties are unable to resolve between themselves, the representatives of the parties shall meet in a formal discussion session to attempt to resolve the dispute.

19. RULE OF INTERPRETATION.

This MOU shall not be interpreted for or against either party but shall be interpreted according to its fair and reasonable intent.

20. ENTIRE UNDERSTANDING.

This MOU represents the entire understanding and agreement between the Parties and supersedes all prior or contemporaneous negotiations, agreements, proposals, responses, understandings, and representations, if any, made by and between the Parties.

21. WARRANTY OF AUTHORITY.

The signatories below warrant that each has authority to enter this MOU on behalf of the party each represents.

For the TuĦen Charter School:

For the Kenaitze Indian Tribe:

[Name]
[Title]

[Name]
[Title]

Date

Date