

Memorandum of Agreement

This Memorandum of Agreement is between the Ketchikan Indian Community (“KIC”) and the Ketchikan Gateway Borough School District (“KGBSD”), hereinafter referred to collectively as the “Parties”.

1. KGBSD will provide a certified teacher (Gerald Scarzella) to teach Math courses for 1 hour each day.
2. KGBSD will provide a certified teacher (Mark Woodward) to facilitate online courses in Social Studies as needed.
3. The mailing addresses of the Parties is:

Ketchikan Indian Community
2960 Tongass Ave
Ketchikan, AK 99901

**Ketchikan Gateway Borough
School District**
333 Schoenbar Road
Ketchikan, AK 99901

4. The “shared” employees shall be jointly supervised by educational administrators from both KGBSD and KIC. KGBSD evaluation instruments and processes, and KGBSD personnel and grievance policies, will be utilized in the supervision of these employees. The appointed Administrator from KGBSD will be the Kay-hi Principal or his designee.
5. The “shared” employees will be provided office space at the Ketchikan Indian Community Tribal Youth Center. Each “shared” employee will have a desk, a lockable file cabinet, and a reasonable amount of office supplies provided by KIC.
6. KGBSD will provide classrooms for NW Native Art Classes and Native Language Classes (2019-2020 and 2020-2021 Sm'álgyax, 2021-2022 and 2022-2023 Tlingit) annually.
 - a. 701 NORTHWEST COAST ART (9-12) YEAR LONG COURSE. Students may repeat for additional credit. Northwest Coast Design, assorted media of intermediate or advanced beadwork, leatherwork from tanned deer hides. Different types of dance regalia and two or three-dimensional woodcarving.
 - b. 732 TSIMSHIAN (9-12) YEAR LONG COURSE. This is an introduction to the Tsimshian language, a heritage language of the region. Learn the language while also learning about the history and culture of Tsimshian-speaking people. All are welcome.
7. KGBSD will provide access to all online programs available to KGBSD teachers, including PowerSchool. KIC will provide internet service for teachers and mobile technologies as well as desktop computers (Mac or IBM platform).

Tribal Administrator / CEO Charlie White

Superintendent of Schools, Beth Lougee

Signed this _____ day of _____, 2019:

Ketchikan Indian Community

Ketchikan Gateway Borough School District

By:

By:

APPENDIX A

1. Definitions

- 1.1 “Contracting Agency”, means the Ketchikan Indian Community (KIC).
- 1.2 “The Contractor”, means the Ketchikan Gateway Borough School District (KGBSD).

2. Inspection and Reports

- 2.1 The Contractor may inspect, the manner and at reasonable time it considers appropriate, all the contracting agencies facilities and activities under this contract. All reporting required by KGBSD in relation to student progress will be completed by Tribal Scholars teachers. Reports to both KIC Tribal Council and the KGBSD Board of Education shall be completed as requested.

3. Disputes

- 3.1 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

4. Equal Employment Opportunity

- 4.1 The Contractor shall hire in accordance with sections 7(b) of the Indian Self-determination and Education Assistance Act (P.L. 93-638), which requires any contract or subcontract for the benefit of American Indians / Alaska Natives shall require that, to the greatest extent feasible, preferences and opportunities for training and employment in connection with the administration of such contracts shall be given to American Indians/Alaska Natives.
- 4.2 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood. The Contractor shall take affirmative action to ensure that the applicants are considered for employment and that employees are treated during their employment without unlawful regard to their race, color, religion, national origin, ancestry, physical handicap, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates or pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.3 The Contractor shall cooperate fully with federal or State efforts which seek to deal with the problem of unlawful discrimination, and with all other federal or State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating prevention of discriminatory employment practices.
- 4.4 Ketchikan Indian Community will participate in the hiring and selection of the Tribal Scholars employees.

5. Independent Contractor

- 5.1 The contractor and any agents and employees of the contractor act in independent capacity and are not officers or employees or agents of Ketchikan Indian Community in the performance of this memorandum of agreement.

6. Payment of Taxes

- 6.1 As a condition of performance of this memorandum of agreement, the contractor shall pay all federal, State and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this memorandum of agreement. Satisfactory performance of this paragraph is a condition precedent to payment by Ketchikan Indian Community under this memorandum of agreement.

7. Officials Not to Benefit

- 7.1 Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

8. Covenant Against Contingent Fees

- 8.1 The Contractor warrants that no person or agency has been employed or retained to solicit or secure this memorandum of agreement upon an agreement of understanding for a commission, percentage, contingent fee, brokerage except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, Ketchikan Indian Community may terminate this memorandum of agreement without liability or in its discretion deduct from the memorandum of agreement price or consideration the full amount of the commission, percentage, brokerage, or contingent fee.

APPENDIX B

INDEMNITY AND INSURANCE

1. Indemnification

- 1.1 The Contractor shall indemnify, save harmless and defend Ketchikan Indian Community, its officers, agents and employees from all liability, including cost and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent act of the Contractor, subcontractor or anyone directly or indirectly employed by them in the performance of this contract.

APPENDIX C

PERFORMANCE OF CONTRACT

1. KGBSD will provide a certified teacher (Gerald Scarzella) to teach Math courses for 1 hour each day.
2. KGBSD will provide a certified teacher (Mark Woodward) to facilitate online courses in Social Studies as needed
3. The Tribal Scholars program is designed to teach American Indian / Alaska Native students who will benefit from small classroom instruction, significant intervention, and tutoring. Students may be self-identified, referred by KGBSD staff, referred by parents, or referred by other agencies. The intake process will be defined by KIC Tribal Scholars staff in collaboration with the Tribal Scholars Teacher and the Tribal Scholars Coordinator.
4. The goals of the program are as follows:
 - a. Increase the graduation rate of Tribal youth in KGBSD.
 - b. Increase post-secondary preparedness of Tribal youth in KGBSD.
5. The Contractor, through the Tribal Scholars teacher, shall provide Ketchikan Indian Community with reports according to the following schedule:
 - a. Annual Diversity Report in November and monthly reports as requested.
 - b. Twice yearly reports that demonstrate improvements in attendance and academic performance of students receiving services under the program during the contracted school years at the conclusion of each semester.
 - c. PEAKS data for all students participating in the Tribal Scholars Program.
6. The Contractor shall comply with all provisions of OMB circular A-133.
7. This contract shall end _____.

MEMORANDUM OF AGREEMENT
BETWEEN
THE KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT
AND
THE CEDARS LODGE
REGARDING A COOPERATIVE AGREEMENT FOR USE OF CEDAR LODGE VANS FOR
PASSENGER TRANSPORTATION

THIS AGREEMENT made and entered into this ____ day of _____ 2020, by and between THE KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT, ALASKA, whose address is 333 Schoenbar Road, Ketchikan, Alaska 99901 (hereinafter "The District"), and ROYAL EXECUTIVE SUITES, INC. dba THE CEDARS LODGE, an Alaska Corporation, whose address is, 1600 Tongass Ave Ketchikan, Alaska 99901(hereinafter referred to as "Cedars Lodge").

RECITALS

WHEREAS, Cedars Lodge has two 15 passenger vans; and Cedars Lodge is willing to donate use of its vans for use by the District to transport visiting teams during the winter months; and

WHEREAS, the District desires to use Cedars Lodge's vans for this purpose; and

WHEREAS, the District and Cedars Lodge desire to address the terms for such donated use and allocation of responsibility.

NOW THEREFORE, for and in consideration of the terms, covenants, and provisions contained herein, Cedars Lodge and the District agree to cooperate regarding use of vans donated by Cedars Lodge on the following terms:

Section 1: Cedars Lodge will make available, as an in0kind donation, and subject to the operational needs of Cedars Lodge, one or more of its 15 passenger vans for use by the District during the winter months for transportation of District students, staff, and chaperones of the students, staff, and chaperones of visiting teams.

Section 2: The District agrees to use the donated vans on the following terms:

- a) Only the District, or its designees, through properly licensed employees or properly licensed approved chaperones, shall operate the vehicles;

- b) The District shall assume responsibility for liability and any damage occurring incident to the District's use, reasonable wear and tear excepted, and provide insurance therefore, naming Cedars Lodge as an additional insured.
- c) Cedars Lodge is providing this service at no charge, apart from the consideration by the District's acceptance of liability and responsibility for students. The District will be responsible for liability insurance coverage for the Students and Staff and Chaperones. Cedars Lodge has no obligation or responsibility for insurance coverage for students, staff, or chaperones while participating in this agreement. Further, the District shall indemnify, defend, save and hold Cedars Lodge, its officers, employees and agents harmless from any claims, lawsuits, liabilities, penalties, or fines, including attorney's fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons of property occurring as a result of the student's, staff's, or chaperone's performance pursuant to this agreement.

Section 3: This agreement may be cancelled or terminated without cause at any time by either party, by giving notice to the other party in writing. Notice shall include the date of termination and cancellation. The notice need not state any reasons for the termination or cancellation.

Section 4: Any and all amendments must be made in writing and must be agreed to and executed by both parties before becoming effective.

Section 5: This agreement shall become effective upon signing.

Dated at Ketchikan, Alaska, this ____ day of _____, 2020.

Russell Thomas
President
Royal Executive Suites, Inc.
District
Db a The Cedars Lodge

Beth Lougee
Superintendent
Ketchikan Gateway Borough School

SCHOOL DISTRICT ACKNOWLEDGMENT

STATE OF ALASKA)

) ss.

FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared BETH LOUGEE to me known to be the SUPERINTENDENT of the Ketchikan Gateway Borough School District, a municipal corporation, the corporation which executed the above and foregoing instrument; who on oath stated that she was duly authorized to execute said instrument; who acknowledged to me that she signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

NOTARY PUBLIC FOR ALASKA

My Commission Expires: _____

CORPORATION ACKNOWLEDGEMENT

STATE OF ALASKA)

) ss.

FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared RUSSELL THOMAS to me known to be the PRESIDENT of the Royal Executive Suites, Inc. dba The Cedars Lodge, an Alaska corporation, the corporation which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

NOTARY PUBLIC FOR ALASKA

My Commission Expires: _____