

KETCHIKAN GATEWAY BOROUGH SCHOOL DISTRICT  
AGENDA STATEMENT

No. 8 b.

MEETING OF: November 15, 2023

Item Title:

**CONSENT CALENDAR:**

Reviewed by:

Motion to approve Amendments to the MOA  
between KGBSD and RYC

Superintendent

Finance

SUBMITTED BY Daniel Schuler, Business Manager, 907 247 2116

SUBMITTED FOR APPROVAL: Michael Robbins, Superintendent

SUMMARY STATEMENT: Ketchikan Gateway Borough School District (KGBSD) and the Residential Youth Care, Inc. (RYC) have had a long standing relationship that exists to support KGBSD students that may need to seek an alternative educational setting in order to meet their treatment needs.

ISSUE & BACKGROUND: KGBSD is the oversight authority for school district facilities and property owned by the Ketchikan Gateway Borough as well as the regular maintenance and building repairs that do not rise to the level of major maintenance. It is imperative that the usage of facilities under the umbrella of KGBSD have parameters for usage and maintenance of said facilities reduced to writing.

RECOMMENDATION:

Approval of the MOA between KGBSD and RYC for the three year period beginning July 1st, 2023.

FISCAL NOTE\*: Not applicable

ATTACHMENTS

- Signed MOA agreement

RECOMMENDED ACTION (If not approved in the Consent Calendar)

“I hereby move that the Board of Education **approve the MOA between KGBSD and RYC for fiscal periods FY2023-2024, 2024-2025 and 2025-2026.**”

**Ketchikan Gateway Borough School District**

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Michael Robbins, Superintendent • Melissa Johnson, Deputy Superintendent

Daniel Schuler, Business and Operations Manager • Sally Stockhausen, Special Services

Alonso Escalante, Human Resources Director • Michael Cron, Director of Support Services



**Memorandum of Agreement**

between the

**Ketchikan Gateway Borough School District (KGBSD)**

and

**Residential Youth Care, Inc. (RYC)**

Whereas Ketchikan Gateway Borough School District (KGBSD) oversees school district facilities and property owned by the Ketchikan Gateway Borough; and

Whereas KGBSD oversees operations and provides for regular maintenance and building repairs on district occupied property; and

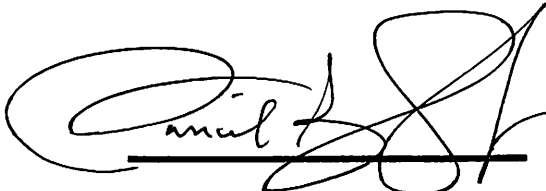
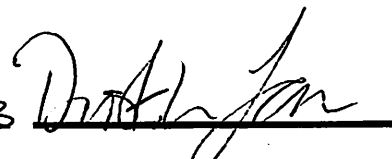
Whereas KGBSD and the Residential Youth Care, Inc. (RYC) collaborate to provide for the educational needs of RYC clients; and

Whereas RYC clients who are KGBSD enrolled students may need to complete their educational requirements in an alternative setting consistent with their treatment needs;

Let it therefore be agreed that KGBSD allows RYC access and occupancy of The Education Center located at 2951 Baranof Avenue under the following mutually agreed upon terms:

1. The Education Center will be used for the sole purpose of providing educational and behavioral health support services to clients of RYC. RYC shall not use the premises for the purposes of storing, manufacturing, or selling any explosives, flammables, or other substances or chemicals, equipment or device(s) that poses a threat to health and safety.
2. RYC will allow only authorized RYC employees and clients to occupy and utilize The Education Center. Visitors and guests who are not associated with RYC should not access The Education Center without explicit written permission of KGBSD. RYC is prohibited from subleasing all or any part of the premises, or transfer or assign this agreement, in whole or in part, to any other organization, individual or entity without KGBSD's written approval.
3. KGBSD shall have the right to enter the premises at reasonable hours to inspect and evaluate the property and facilities. KGBSD reserves the right to have immediate access to the premises for emergency and/or urgent building repair or maintenance issues.
4. KGBSD shall not unreasonably interfere with RYC program operations on the premises, nor shall KGBSD bar RYC from implementing its programs or services in support of the educational and behavioral health needs of its clients.
5. RYC agrees to provide continuous supervision of clients and students utilizing The Education Center, and to take and maintain daily attendance of each client/student on the premises.

6. RYC will be responsible for routine maintenance and upkeep of The Education Center and grounds. RYC will notify KGBSD of any urgent, emergency, or major maintenance or building repair needs.
7. KGBSD will be responsible for all utility costs, including water/sewer, electricity, diesel surcharges, and Internet services on the premises throughout the extent of the agreement. KGBSD reserves the right to review utility costs and request changes in fair usage.
8. Any alterations or improvements to The Education Center must be submitted in writing and approved in advance by KGBSD and must adhere to all relevant building codes.
9. RYC agrees to comply with all relevant local, state, and federal laws as a requirement of occupying the premises and maintaining this agreement. RYC conduct that constitutes a violation of local, state, and federal law or regulation may result in the immediate revocation of this and/or any subsequent agreements.
10. The term of the agreement shall run from July 1, 2023 through June 30, 2026. This agreement may be modified at any time upon mutual written agreement of both parties.

	<u>10/19/2023</u>		<u>10/17/2023</u>
KGBSD Authorized Designee	Dated	RYC Authorized Designee	Date d