



**STATE-TRIBAL EDUCATION COMPACT BETWEEN
THE STATE OF ALASKA DEPARTMENT OF EDUCATION & EARLY
DEVELOPMENT**

AND

**—————
PARTIES
RECITALS**

I. TITLE

II. AUTHORITY

- A. State Authority.** _____.
- B. Tribal Authority.** _____.

III. APPENDICES

The following appendices attached hereto and incorporated into this Compact:

- A.** Curriculum and program standards;
- B.** Teacher and educator certification standards;
- C.** Supplemental program plan;
- D.** Discipline policy;
- E.** Safety plan;
- F.** Transportation plan;
- G.** School calendar;
- H.** Financial records plan; and
- I.** Immunity waiver(s).

IV. TERM OF COMPACT

This Compact will have an initial term of five years, to commence on _____, unless terminated sooner as provided in section VIII (Nonrenewal and Termination). Prior to expiration of the initial term, the Parties will review this Compact and may agree to renew this Compact for an additional five-year term, or to negotiate a new Compact. The parties recognize that the State's ability to enter further compacts depends on the authority granted to DEED by the Alaska legislature.

**State Tribal Education Compact Outline from:
2023 State Tribal Education Compact Schools Demonstration Legislative Report**

Upon expiration of any renewal term, the Parties will review the Compact in five-year increments, subject to the nonrenewal and termination provisions of the Compact. After expiration of the initial term and the first five year renewal, or the completion of any subsequent renewal, the Parties will review the Compact in five year increments.

V. SCHOOL'S ROLES AND RESPONSIBILITIES

A. Educational Program.

- 1. Content Standards.**
- 2. Curriculum.**
- 3. Graduation Requirements for High Schools.**
- 4. Staff Qualifications.**
- 5. Staff Training.**
- 6. Student Assessment.**
- 7. Second Language Learners.**
- 8. Students with Disabilities.**
- 9. Supplemental Programs.**
- 10. Student Conduct and Discipline.**
- 11. Alaska Native Languages.**

B. School Operations.

- 1. Public School Status.**
- 2. Student Data and Enrollment Reporting.**
- 3. Evaluation and Effectiveness Review.**
- 4. Nonsectarian Status.**
- 5. Non-discrimination.**
- 6. Recordkeeping and Auditing.**
- 7. Right of Inspection.**
- 8. Student Welfare and Safety.**
- 9. Transportation.**
- 10. Cooperation.**
- 11. School Calendar.**
- 12. Admission and Enrollment.**
- 13. School Facilities.**
- 14. Accountability for School Performance.**
- 15. Ethics.**

C. School Finance

- 1. Legal and Accounting Compliance.**
- 2. Financial Audits.**
- 3. Non-Commingling.**
- 4. Assets.**
- 5. School Funds.**
- 6. Location and Access.**

VI. DEED'S RIGHTS AND RESPONSIBILITIES

- A. Funding.** The School will receive in accordance with AS 14.17.410-.490.
- B. Compact Administration.**
 - 1. Consultation.**
 - 2. Administration and Application of Compact.**
 - 3. Inquiries and Investigations.**
 - 4. Notification of Perceived Concerns.**
 - 5. Other Legal Obligations.**

VII. COMPLIANCE

- A. Compliance.**
- B. Breach by the School.**
 - 1. Violations.**
 - 2. Corrective Action Plan.**
 - 3. Breach by DEED.**

VIII. NONRENEWAL AND TERMINATION

- A. Nonrenewal.**
 - 1. Notice.**
 - 2. Timing of Notice.**
- B. Termination.**
 - 1. Notice.**
 - 2. Response.**
- C. Dispute Resolution.**
 - 1. Direct Discussions.**
 - 2. Unsuccessful Direct Discussions/Alternate Dispute Resolution.**
 - 3. Choice of Law.**
- D. Effect of Nonrenewal or Termination.**

IX. Dispute Resolution.

- A. Direct Discussion.**
- B. Unsuccessful Direct Discussions.**
- C. Choice of Law.**

X. WAIVERS AND LIABILITY

- A. Limitation of Liability.**
- B. Sovereign Immunity of the State.**
- C. Confidentiality Remedy.**
- D. IDEA and ADA.**
- E. Liability under compact.**
 - 1. Insurance.**
 - 2. Limited Waivers.**
 - 3. Cooperation and Counterclaims.**
 - 4. Interpretation.**

**State Tribal Education Compact Outline from:
2023 State Tribal Education Compact Schools Demonstration Legislative Report**

- 5. Legal Costs and Fees.**
- 6. Third-Party Rights.**
- 7. Non-Assignment.**
- 8. Order of Precedence.**

XI. GENERAL

- A. Merger.**
- B. Amendments.**
- C. Governing Law and Enforceability.**
- D. Severability.**
- E. Waiver.**
- F. No Employee or Agency Relationship.**

XII. DEFINITIONS

The following definitions apply to this compact:

Alaska Native means all persons of Indian or Alaska Native descent who are:

- (a) Members or citizens of any Federally Recognized Indian Tribe or individuals who are eligible to enroll as members or citizens of any Federally Recognized Indian Tribe; or
- (b) Any citizen of the United States who is regarded as an Alaska Native by an Alaska Native Tribe, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 *et seq.*), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians, or group of which he or she claims to be a member or citizen; or
- (c) Is a person of Alaska Indian (including Tsimshian Indians not enrolled in the Metlakatla Indian Community), Eskimo, or Aleut blood, or combination thereof; or
- (d) Whose grandparent, father, or mother is (or, if deceased, was) regarded as an Alaska Native; or
- (e) Who is an Alaska Native lineal descendant.

Assets means owned items that have value and includes land, infrastructure, improvements to land, buildings, leasehold improvements, vehicles, furnishings, equipment, collections, and all other tangible and intangible assets that are purchased using funding provided under this Compact.

Calendar days mean every day on the calendar except that of a deadline in this Compact that falls on a weekend, state holiday, or Tribal holiday. That deadline shall be extended to the next calendar day that is not a weekend, State holiday, or Tribal holiday.

Compact means this document, which has resulted from government-to-government negotiations in their sovereign capacity.

Consultation means a process between Tribes and the State where both parties commit to

**State Tribal Education Compact Outline from:
2023 State Tribal Education Compact Schools Demonstration Legislative Report**

an inclusive, consensus-driven approach that upholds Indigenous knowledge, cultural norms, and Tribal self-governance. This structured government-to-government process involves a cyclical exchange of information, input, feedback, and subsequent follow-up. It encompasses formal, ongoing, and direct dialogues between designated representatives of the decision-making authorities of the State and the Tribe to ensure substantive Tribal autonomy and authority. Consultation is intended to foster timely and meaningful collaboration regarding matters of shared interest and the joint responsibility for educational initiatives impacting Alaska Native and American Indian students under this Compact and as recognized by the parties.

DEED means the State of Alaska Department of Education and Early Development. **Material change** means any change that will or may result in the other party not receiving substantially what that party bargained for.

Nonsectarian means not involving or relating to a specific religious sect or political group.

Parties means the State of Alaska and the Tribe.

Tribe means _____.

XIII. NOTICES

SIGNATURES