

**State Tribal Education Compact
Schools Demonstration
Legislative Report**

DRAFT

This document is a DRAFT document that is actively being negotiated and is subject to change.

This report is provided for purposes of discussion and organization only. Terms contained in here are not automatically agreed to by DEED, Central Council Tlingit & Haida Indian Tribes of Alaska, Inupiat Community of the Arctic Slope, Ketchikan Indian Community, King Island Native Community and the Village of Solomon, and Knik Tribe merely because they are included in this report. The circulation of this compact does not constitute an agreement of any sort, nor does it constitute a meeting of the minds.

DEED, Central Council Tlingit & Haida Indian Tribes of Alaska, Inupiat Community of the Arctic Slope, Ketchikan Indian Community, King Island Native Community and the Village of Solomon, and Knik Tribe reserve the right to continue the revision process of the STEC Legislative Draft Report and revisions of revisions, in order to ensure the ongoing improvement and accuracy of the document to reflect continuous developments, requirements, feedback, and emerging practices and policy.

**Please address any questions or comments to:
Joel.isaak@alaska.gov**

**State Tribal Education Compact Schools Demonstration
Legislative Report**



CONTRIBUTORS

State Board of Education and Early Development

Department of Education and Early Development (DEED)

Deena Bishop, Ed. D.
Commissioner

Heidi Teshner
Deputy Commissioner

Joel Isaak Liq'a yes
Director of Tribal Affairs

Laurel Shoop
Legislative Liaison

Ryan Bravo
Assistant Attorney General
Department of Law

Maria Smilde
Assistant Attorney General
Department of Law



Central Council Tlingit & Haida Indian Tribes of Alaska

Amelia Rivera Jiyal'áxch
Mischa Jackson Chookangee Tláa
Roald Helgesen Gúud Xángii
Walter Kookesh Keino
Traci Bunkers
Helen Wilard

Inupiat Community of the Arctic Slope

Mark Roseberry
Dorothy Edwardsen
Ronald Brower
James Meggesto

Ketchikan Indian Community

Sonya Skan
Susan Pickrell
Steven Hartford

King Island Native Community and the Village of Solomon

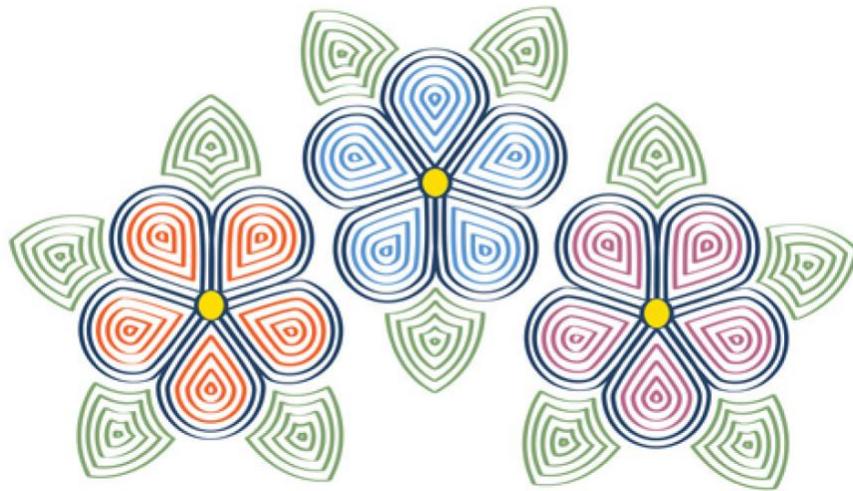
Ali Wykis
Kiminaq, Maddy Alvanna-Stimpfle
Sigvanna Meghan Tapqaq
Cameron Piscoya
Leona Mayac
Deilah Johnson

Knik Tribe

Carl Chamblee
Bob Charles
Rebecca Patterson

Cover Art: Z. John Williams Memorial School, Napaskiak, Lower Kuskokwim School District

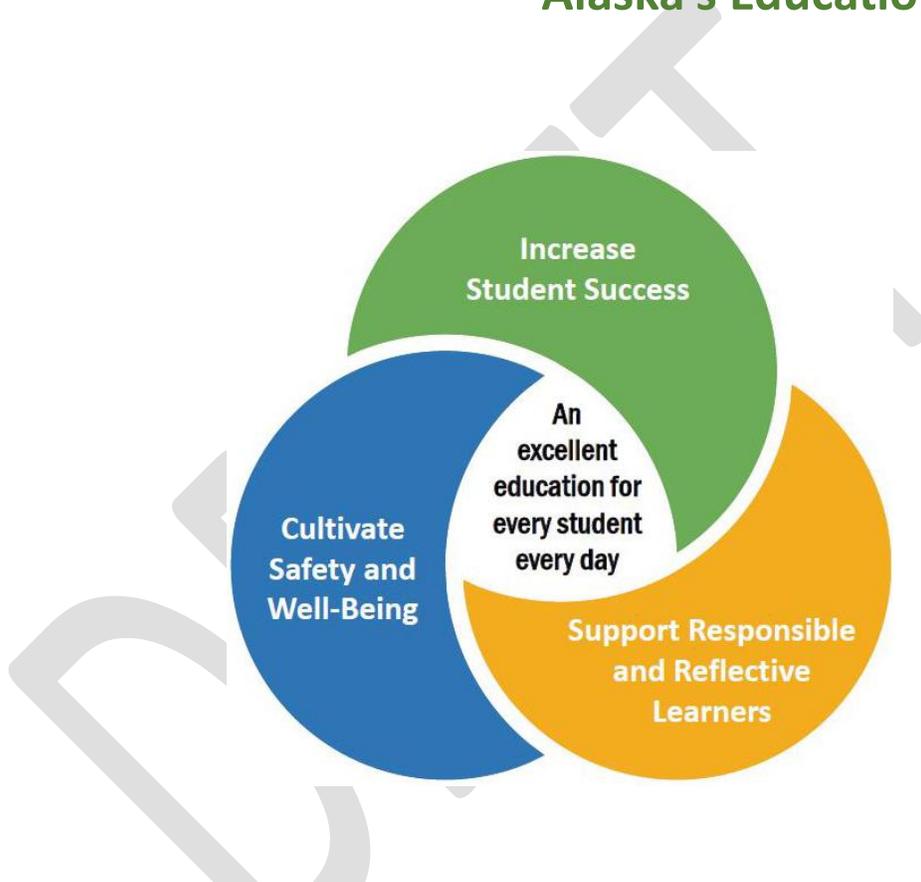
Transforming Education:



**To Inspire Tribal and Community
Ownership of Educational Excellence**

“A quality education system was not an afterthought in Alaska; it has always been foundational. Centuries before Alaska became a state, Alaska’s Indigenous people taught and learned culture, science, language, and other elements of rich traditional knowledge.”

Alaska’s Education Challenge



“What would it look like if we put children at the center and we built a system that actually lifts up the student?”

Liz La Quen Náay Medicine Crow

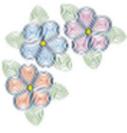


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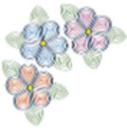
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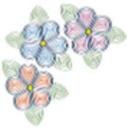


Dedication

This work is dedicated to the students of Alaska, their families, and those working to ensure a brighter future. To those who have come before, are with us today, and our future ancestors:

Thank you, Quyanaq, Taikuu, Quyaana, Iliganamik, Igamsiqanaghalek, Amken, Quyana, Quyana, Qağaasakuq, Chin'an, Chiqinik, Dogedinh, Baasee', Mahsi', Tsineę, Mahsi', Tsin'aen, Awa'ahdah, Gunalchéesh, Háw'aa, T'oyaxsut 'nüün, Way Dankoo.





Forward

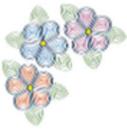
Partnership in Education



"...if love or respect or mutual understanding or other values are valuable parts of our learning, which should somehow be a part of the educational process, it is the educational institutions which decide what will be in the educational process. If we want that as part of education, we must bring about that through institutional change."

Dennis Demmert, Gunkasíxht

Southeastern Conference on Native Education, 1983



Tribal Self-Determination:

Alaska Native people continue to raise children and educate students, as has been the practice for thousands of years. This idea also emphasizes a present-day existence and pathway into the future. Alaska Native people have been, are, and will continue to be the first peoples of this place.

With a history that spans thousands of years, Alaska Native people have experienced and navigated enumerable amounts of change. Alaska Native people have developed a thriving lifeway that provides for the needs of society, culture, language, governance, and education. This fundamental self-governance is acknowledged in the United States Constitution. More recently, the Indian Self Determination and Assistance Act (ISDEAA) of 1975 outlines how the federal government will transfer the operation of programs, services, functions, and activities to Federally Recognized Tribes.

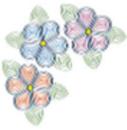
The existence and rights of Tribes continue to be shown through Federal Indian Law and Policy. Federal Indian Law is based on the principle that Tribes are self-governing, sovereign entities within the borders of the United States. In legal terms, this construct is known as domestic dependent nations. Tribal governments are sovereign nations, and there is a unique relationship between Tribes and the federal government known as Federal Trust Responsibility.¹ The United States Congress has plenary authority in determining how the federal government meets the Federal Trust Responsibility.

Congress has acknowledged and provided specific legal pathways for Tribes to conduct core government services for their Tribal citizens and the public. One of the mechanisms for carrying out these services is through compacting. Compacting is a legal mechanism allowing two or more government entities to come together, carry out services, and meet a shared goal.

ISDEAA acknowledges Tribes' fundamental right as governments to compact with the federal government. Alaskan Tribes were early adopters of this mechanism and began compacting for health care services in Alaska in the early 1990's as part of an Indian Health Service pilot project. What started as a demonstration project between the Federal government and a small number of Tribes has become a global flagship model for what is possible when Tribes run services for their community.

Alaskan Tribes have always had a strong desire to compact for educational services. However, the legal backdrop for Federal Trust Responsibility with Tribes in Alaska has different parameters for education than for health services. The history of Alaska Native Education and tribal education systems predates Alaska's territorial government and statehood. Before statehood, the 1905 Organic Act codified a segregated system of education in Alaska. The Bureau of Indian Affairs (BIA) operated over 120 schools throughout the state. In 1950, the State and BIA officials began to transfer BIA schools to state control. Despite the protest of Tribes, the last of the BIA-operated schools in Alaska were transferred to the State in 1985.

¹ U.S. Department of the Interior. Secretary of the Interior. Order No. 3335 *Reaffirmation of the Federal Trust Responsibility to the Federally Recognized Indian Tribes and Individual Indian Beneficiaries*. <https://www.doi.gov/sites/doi.gov/files/migrated/news/pressreleases/upload/Signed-SO-3335.pdf>



Throughout the history of Alaska, as a territory and state, tribal governments and communities have been divested of self-governance in education systems. The Tribal authority and the state constitutional premise are established in law, but there has never been a statutory framework for creating State-Tribal compact schools in Alaska.

State-Tribal Education Compacting:

Unlike the federal Indian Health System and Department of Interior compacts, which are federal-tribal compacts, education compacting in Alaska currently requires state-level compacting. The need for this state-tribal compact became apparent through the development of Alaska's Education Challenge, where the Department of Education and Early Development (DEED) solicited and considered over 18,000 ideas, submitted by nearly 1,400 Alaskans in 109 communities, on improving education in the state. The ideas were then consolidated into the following five strategic priorities:

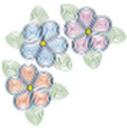
- 1. Support all students to read at grade level by the end of third grade;**
- 2. Increase career, technical, and culturally relevant education to meet student and workforce needs;**
- 3. Close the achievement gap by ensuring equitable educational rigor and resources;**
- 4. Prepare, attract, and retain effective education professionals; and,**
- 5. Improve the safety and well-being of students through school partnerships with families, communities, and tribes.**

The Alaska's Education Challenge committee that focused on the third priority – close the achievement gap by ensuring equitable educational rigor and resources - recommended the following mechanism to achieve this strategic priority:

Create the option for self-governance compacting for the delivery of education between the State of Alaska and Tribes or tribally- empowered Alaska Native organizations. *Alaska's Education Challenge*

The State Board of Education (SBOE) adopted these five strategic priorities as the guiding direction for transforming education and educational outcomes in Alaska. State-Tribal Education Compacting (STEC) is now one of DEED's top policy priorities. During the 31st and 32nd legislatures, multiple bills were introduced in the Alaska State Senate and the Alaska State House of Representatives. Following over 16 hearings, it became clear that Tribes must be the centralized voice and primary partners in drafting compacting legislation to address the comprehensive needs of Tribal and Community Ownership of Educational Excellence. From this understanding, Senate Bill 34 (SB 34) was enacted.

Governor Dunleavy signed SB 34 into law on July 28, 2022. SB 34 authorizes the SBOE, which is the head of DEED, to negotiate with up to five Tribal partners for the development of a demonstration state-tribal education compact to establish demonstration state-tribal education compact schools. The result of that negotiation is this legislative report.

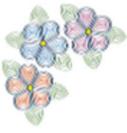


DEED issued a Request for Applications in October 2022 to carry out this work. In March 2023, the State Board of Education selected five Tribal partners to receive grant awards: the Central Council of the Tlingit & Haida Indian Tribes of Alaska, the Inupiat Community of the Arctic Slope, the Ketchikan Indian Community, the Knik Tribe, and the King Island Native Community in partnership with the Village of Solomon. Each Tribal partner was awarded a \$100,000 grant to complete this negotiation work. The negotiations began in April 2023 and concluded in December 2023.

This work is unique in significant ways. Tribes and DEED partnered in developing a draft compact and this report to demonstrate how to create a fully operational State-Tribal Education Compacted School pilot project.

The negotiation process built public engagement via the SBOE quarterly meetings, public presentations, partnership with the Alaska Federation of Natives (AFN), and many workshop presentations with educational partners around the state. Per the requirements of SB 34, DEED consulted with both the teachers' unions and the local school districts where the Tribal partners geographically reside and in which the Tribally Compacted Public Schools will operate. This has allowed the SBOE, members of the public, school districts, families, and teachers to learn about compacting and provide public input before the finalization of this report.

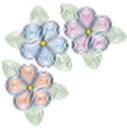
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Section 1: Introduction

Tribal and Community Ownership of Educational Excellence





Report Overview:

This legislative report aims to provide a practical plan that positions the Tribally Compacted Public Schools for success. This report has five sections: the introduction, findings, a draft compact agreement, proposed statutory framework changes, and a conclusion.

The report's first section begins with an introduction to how State-Tribal Education Compacting became an essential topic in Alaska, why it is needed, and a brief introduction to compacting as it relates to SB 34.

The second section of the report contains the negotiations' findings. This will help show how and why the draft compact and proposed statutory framework changes were crafted. This section aims to thoroughly yet succinctly explain how six years of public engagement and ten months of Tribal negotiations resulted in the proposed changes to the existing statutory framework.

The report's third section contains a draft compact agreement that is ready to be enacted once new legislation passes into law. This draft compact agreement represents ten months of negotiations during which Tribes meaningfully ensured the compact agreement would succeed in each community.

The fourth section of the report proposes changes to the existing statutory framework. These changes will allow the draft compact to become operational as a pilot program.

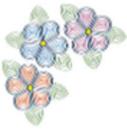
The fifth and final section of the report is a conclusion.

Why Compacting is Necessary:

Alaska has 229 federally recognized tribes. Recently, this compacting work became a SBOE priority through Alaska's Education Challenge and the passage of SB 34. The Alaska's Education Challenge work was put into motion in 2016 to address education system transformation in Alaska, to serve our students better, and to achieve the mission of providing an excellent education for every student every day. State-Tribal Education Compacting is critical to successfully fostering positive transformation by focusing on system-based changes that empower Tribes to become educators once again.

Compacting will give Alaska Native students and their families the opportunity to serve their community by creating a strong and culturally relevant education system. Compacting provides a pathway to help systemically address the long-term educational needs of these communities while also empowering educators, families, Tribes, and communities across the state.

At its core, a compact is simply a government-to-government agreement. Compacting is additive – it strengthens, brings together partners, and empowers students and future



generations of Alaskans. Alaska is in the early stages of State-Tribal Education Compacting, similar to the early stages of health compacting thirty years ago.

Imagine what is possible thirty years from now when we have had an opportunity to support our students through this groundbreaking work. We each have a role in helping the students of Alaska. What role will you play in helping ensure State-Tribal Education Compacting is a reality in Alaska for our students today and for those tomorrow?

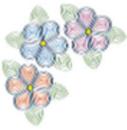
DEED’s Missioner, Vision, and Purpose

In Alaska, hard-working, highly qualified, dedicated educators and brilliant students are working to fulfill State Education Policy, as noted in Alaska Statute (AS) 14.03.015:

“It is the policy of this state that the purpose of education is to help ensure that all students will succeed in their education and work, shape worthwhile and satisfying lives for themselves, exemplify the best values of society, and be effective in improving the character and quality of the world about them.”

Mission	Vision	Purpose
An excellent education for every student every day.	All students will succeed in their education and work, shape worthwhile and satisfying lives for themselves, exemplify the best values of society, and be effective in improving the character and quality of the world about them. - Alaska Statute 14.03.015	DEED exists to provide information, resources, and leadership to support an excellent education for every student every day.

However, our education system faces substantial obstacles to carrying out the above mission, vision, and goals. The issues we face are not new. In 2016, the State Board of Education established three shared commitments and developed five strategic priorities to improve public education for all students in Alaska. These strategic priorities became the backbone of what is known as Alaska’s Education Challenge. The five strategic priorities were developed to help address the challenges that impact our educational system here in Alaska.

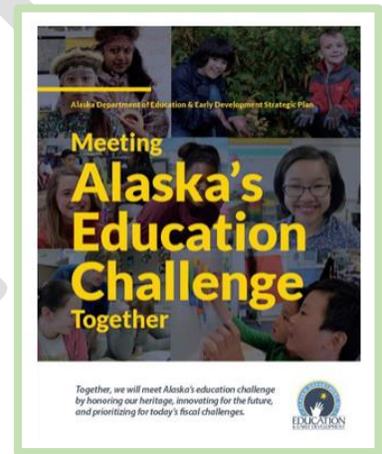


Three Commitments:

- ❖ Increase Student Success
- ❖ Cultivate Safety and Well-Being
- ❖ Support Responsible and Reflective Learners

Five Shared Priorities:

1. Support all students to read at grade level by the end of third grade.
2. Increase career, technical, and culturally relevant education to meet student and workforce needs.
3. Close the achievement gap by ensuring equitable educational rigor and resources.
4. Prepare, attract, and retain effective education professionals.
5. Improve the safety and well-being of students through school partnerships with families, communities, and tribes.

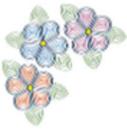


Tribal and Community Ownership of Education Excellence

Alaska's Education Challenge

A twenty-member Tribal and Community Ownership committee was established in the Alaska's Education Challenge to address strategic priority number three, "Close the achievement gap by ensuring equitable educational rigor and resources." The committee recommended creating the option for self-governance compacting for the delivery of education between the State of Alaska and Tribes or tribally-empowered Alaska Native Organizations.

The committee defined self-governance compacting for the delivery of education to mean that Tribes or tribally-empowered Alaska Native organizations exercise their rights, in partnership with the State of Alaska, to assume the responsibility and associated funding to carry out

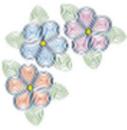


educational programs, functions, services, and activities that the State of Alaska would otherwise be obligated to provide. The State Board of Education accepted this recommendation as part of Alaska’s Education Challenge.

Compacting is a government-to-government agreement that provides a framework to address the needs of a specific arena, in this case, education. The compact outlines the agreement's terms, accountability measures, and funding agreement. Compacts are a proven method for providing local control while still having accountability and a flexible platform to address the diverse needs of any area in Alaska. Compacting is another option for students, parents, and communities to choose how their students participate in their education.

All Alaskan students and their communities stand to benefit from having access to an additional pathway for education. Tribally Compacted Public Schools (TCPS) would be public schools open to all students under Alaska's State Constitution. Tribes would have the freedom to choose to enter into a compact. During the pilot phase, less than one percent of the schools in Alaska will be TCPS. However, these pilot TCPS will chart a path for systemic transformations that will benefit all students.

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Tribal Commitment: Tribal Partner Mission Statements

The following are the mission statements from the five Tribal partners that negotiated the draft compact and this report with DEED. Hyperlinks are included under each educational mission statement that leads to the Tribal partners' complete application.



Central Council Tlingit & Haida Indian Tribes of Alaska

Tlingit & Haida seeks to protect and further the Lingít language and way of life through a comprehensive education program that incorporates the Tribe’s Lingít immersion language nest Haa Yoo X’atángi Kúdi (HYXK), Little Eagles and Ravens Nest (LEARN), and the Tribe’s Juneau Head Start Program. The mission for the proposed education program is to provide integrated language and culture education to tribal children of all ages so that they may carry forward their heritage in their lives and for future generations.

[*https://education.alaska.gov/tribalcompacting/Central%20Council%20Tlingit%20Haida_STEC_Application.pdf](https://education.alaska.gov/tribalcompacting/Central%20Council%20Tlingit%20Haida_STEC_Application.pdf)

Tribal Mission Statement: Preserve our sovereignty, enhance our economic and cultural resources, and promote self-sufficiency and self-governance for our citizens.



Inupiat Community of the Arctic Slope

To provide access to quality education based in the Inupiaq language and culture that prepares students to lead, thrive, and influence their local communities, the North Slope and broader society.

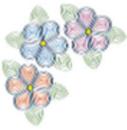
[*https://education.alaska.gov/tribalcompacting/Inupiat%20Community%20of%20the%20Arctic%20Slope%20\(ICAS\)_STEC_Application.pdf](https://education.alaska.gov/tribalcompacting/Inupiat%20Community%20of%20the%20Arctic%20Slope%20(ICAS)_STEC_Application.pdf)



Ketchikan Indian Community

We empower, enhance, and inspire our children’s academic success, while honoring our cultural heritage and traditions.

[*https://education.alaska.gov/tribalcompacting/Ketchikan%20Indian%20Community_STEC_Application.pdf](https://education.alaska.gov/tribalcompacting/Ketchikan%20Indian%20Community_STEC_Application.pdf)



King Island Native Community and the Village of Solomon

Revive and restore our Inuit language and culture for the strength our people.

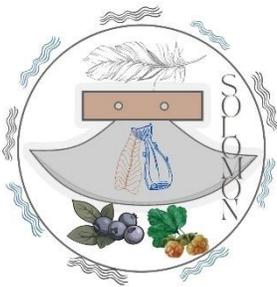
*https://education.alaska.gov/tribalcompacting/King%20Island%20Native%20Community_STE_C_Application.pdf

King Island Native Community Mission Statement:

Ugiuvanmiut shall encourage positive change while preserving our cultural heritage, language, and values for future generations with perseverance and self-governance.

Village of Solomon Mission Statement:

To increase cultural awareness and promote the wellbeing of our tribal members while protecting our environment.

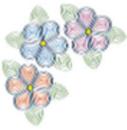


Knik Tribe

Our children and youth receive a world-class education through exceptional Alaska Native culture and values-based learning opportunities preparing them for success in their future endeavors.

*https://education.alaska.gov/tribalcompacting/Knik%20STEC%20demonstation_STE_C_Application.pdf

Tribal Mission Statement: To promote successful self-determination and cultural awareness for our members our community through better living conditions, education, wellness, and hard work.



Alaska Public Education

Alaska Constitution provision:

Article VII – Health, Education and Welfare

§ 1. Public Education

The legislature shall by general law establish and maintain a system of public schools open to all children of the State, and may provide for other public educational institutions. Schools and institutions so established shall be free from sectarian control. No money shall be paid from public funds for the direct benefit of any religious or other private educational institution.

To meet this constitutional requirement the legislature established Title 14. Education, Libraries, and Museums in state law. Alaska Statute (AS) 14.03.010 reads:

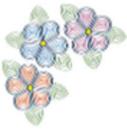
There is established in the state a system of public schools to be administered and maintained as provided in this title.

The administration of public schools is set forth in AS 14.07.010:

The Department of Education and Early Development includes the commissioner of education and early development, the State Board of Education and Early Development, and the staff necessary to carry out the functions of the department.

Senate Bill 34 Brief Overview

- State Tribe Negotiations
- State Board of Education
- District Consultation
- Teacher Union Consultation
- Report to the Legislature



LAWS OF ALASKA

2022

Source
HCS CSSB 34(TRB)

Chapter No.

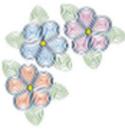
AN ACT

Relating to a demonstration state-tribal education compact; relating to demonstration state-tribal education compact schools; and providing for an effective date.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

THE ACT FOLLOWS ON PAGE 1

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1 resolution that requests negotiation under (a) of this section and that identifies the tribal
2 organizations, if any, that will participate in the negotiation on behalf of or in conjunction
3 with the federally recognized tribe.

4 (c) Not later than March 31, 2023, the board shall meet with the governing bodies of
5 the federally recognized tribes that submitted a resolution under (b) of this section and any
6 tribal organization identified in the resolution by the federally recognized tribe and negotiate
7 the terms of the demonstration state-tribal education compact. For each school district that
8 will have a demonstration state-tribal education compact school located within the school
9 district's boundaries, the board shall consult with

- 10 (1) the governing body of the school district; and
- 11 (2) a representative of the collective bargaining unit that represents the
12 teachers of the school district.

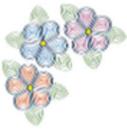
13 (d) Not later than January 31, 2024, the board shall submit a report containing
14 recommendations to the legislature relating to the demonstration state-tribal education
15 compact and demonstration state-tribal education compact schools. The board may include in
16 the report proposed legislation relating to the demonstration state-tribal education compact
17 and demonstration state-tribal education compact schools. The board shall submit the report to
18 the senate secretary and the chief clerk of the house of representatives and notify the
19 legislature that the report is available. The board shall consult with the federally recognized
20 tribes and tribal organizations that will be a party to the demonstration state-tribal education
21 compact before submitting the report required under this subsection.

22 (e) In this section, "board" means the state Board of Education and Early
23 Development.

24 * **Sec. 2.** The uncodified law of the State of Alaska is amended by adding a new section to
25 read:

26 **CONDITIONAL EFFECT: DEMONSTRATION STATE-TRIBAL EDUCATION**
27 **COMPACT.** A demonstration state-tribal education compact negotiated under sec. 1(a) of this
28 Act takes effect only after enactment into law on or before June 30, 2026, of a bill authorizing
29 the demonstration state-tribal education compact and demonstration state-tribal education
30 compact schools.

31 * **Sec. 3.** This Act takes effect immediately under AS 01.10.070(c).



State-Tribal Education Compact Demonstration Project Request for Application

Request for Application Selection Criteria:

- Centering Tribal Voice
- Tribal Community and Tribal Administrative Support
- Transformational Design
- Demonstrates Capacity to Carry out the Work
- Presents strong expertise and understanding of what is necessary to carry out educational services within the P-12 arena, including:
 - Program design
 - Leadership/governance
 - Administration
- Diverse Representation Priority
 - Geographic diversity
 - Methodology
 - School size
 - Community size

Negotiation Schedule

- April 28, 2023 *Virtual Kick of Zoom
- May 1, 2023
- June 23, 2023
- August 2, 2023
- September 12, 2023
- October 13, 2023
- November 17, 2023
- December 5, 2023

DEED – District Consultation

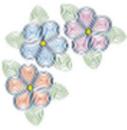
October 2023

DEED – District – Tribal Consultation

October – November 2023

DEED – Tribal – Union Consultation

November 2023

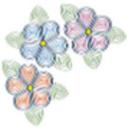


Negotiation Topics

The following is the list of topics that were developed through State-Tribal Education Compact (STEC) negotiations between DEED and the five Tribal partners. These topics are addressed throughout the report in the Findings and Statutory Framework sections.

Work List: STEC Negotiation Topic General Topics

- Identified Need for State-Tribal Education Compacts/ Legislative Intent
- Legality of State-Tribal Education Compacts
- Establishment of State-Tribal Education Compacts
- Setting Up Tribally Compacted Public Education Schools
- Funding Mechanisms
- Organization and Operation of State-Tribal Education Compacts
- Employment
- Oversight/Governance
- Transportation
- Graduation Requirements/Education Standards
- Assessment Requirements
- Reporting Requirements
- School Day and Instruction
- Teacher Certification
- Length and Terms of Compact Agreement
- Final Report and Recommendation
- Definitions



Summary: A Story of Education in Alaska

Part 1:

“Our Future Ancestors: A Story of Education in Alaska,” a powerful short film that synthesizes our work on this project. This film primarily tells the story of the federal boarding school system, which often removed Alaska Native children from their home communities, disrupting the lives of thousands of families and contributing to generational trauma still being felt today. The film also serves as a powerful call to action, as CITC shares its findings from the past year and outlines a path forward to heal our education system in partnership with Our People.

Introduction by Gloria O’Neill President/CEO of CITC

Video Transcript:

A Film by: Cook Inlet Tribal Council

Voice over by Alice Glenn

Dedicated to the **thousands of Alaska Native families** whose lives were disrupted.

And to the **children** who never came home.

Our Future Ancestors: A Story of Education in Alaska

I want to tell you the story of education in Alaska... as we see it—through the eyes of Alaska’s First People. I must warn you, for Our People, this is not an easy story to tell. It’s one of broken promises, disrupted dreams, and buried truths. The facts of which are only now coming into focus... but we believe the ending is not yet written.

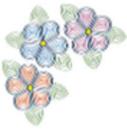
This story was lived by so many of our ancestors—our mothers, fathers, sisters, and brothers. It’s a story that drifts quietly through our schoolhouses, our streets, and our communities. It lives silently in the hearts of our elders and our youth. It moves, unspoken, through our timeless generations.

Perhaps until now.

First, we must look into the fragments of history... and start, as most stories do, at the beginning...

1784

The first white settlement in Alaska is formed by Russians at Three Saints Bay, Kodiak Island. A church and school are immediately established. Importantly, the school is bilingual with studies in both Russian and Native languages.



1867

Western churches begin establishing schools throughout Alaska. Outside Missionaries and the Russian Orthodox Church build schools under the toxic ideology expressed through a clear racist statement: “kill the Indian, save the child.”

1878

The first U.S. boarding school is established in Sitka by Presbyterian missionaries. Native children are separated from their families, communities, and cultures. Students are not allowed to speak native languages or wear traditional clothing. Here, they are assimilated into Western civilization.

[1885: **U.S. vs. Sheldon Jackson.** Boarding schools claimed custody of the Native children enrolled and often limited visitations from families or their return home. A Tlingit family and another individual petitioned a writ of habeas corpus, arguing that their children were being held against their will at the Sheldon Jackson Institute in Sitka, AK. The judge ruled in favor of the family and individual, that Tlingit children were being held against their will and ordered the child to be returned to their families. Despite ruling that the school could not claim full custody of children, the Presbyterian school continued this practice. (Alaska State Archives)]

1888

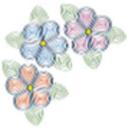
The Board of Education in Alaska is directed to prescribe a course of study for all government schools.

[1886: **Can-ah-Couqua vs. John Kelly and A.E. Austin, PETITION OF CAN-AH-COUQUA FOR HABEAS CORPUS.** Judge Dawson ruled against a Tlingit mother’s petition to free her child from the Presbyterian boarding school in Sitka after the 1885 case ruling. Judge Dawson legally protected the school’s custody of Tlingit child, arguing that the boarding school needed this authority to carry out its educational mission and it was in the best interest of the child. “It is the experience of those who have been engaged in these Indian schools that, to make them effectual as disseminators of civilization, Indian children should, at a tender and impressionable age, be entirely withdrawn from the camp, and placed under the control of the schools.” (<https://vilda.alaska.edu/digital/collection/cdmg41/id/1147/>)]

[1893: **Charles Replogle on behalf of a minor Indian child for writ of Habeas Corpus.** District Court case file concerning Douglas boarding school operator and superintendent C.N. Replogle's effort to have the mother of a Tlingit child formerly of his school arrested for not returning the child to the school's custody. The court ruled in Replogle's favor, arrested the mother, and the child returned to his school's custody. (Alaska State Archives)]

1900

An Act of Congress permits communities with a population of 300 or more to establish their own public schools. Many Native communities across Alaska do not qualify. In many cases, this leads to the consolidation of villages based on the false promise of managing their own schools.



1905

The Nelson Act provides for the establishment of schools for white children and children of mixed blood outside of incorporated towns. This would pave the way for a racially segregated education system in Alaska for decades to come.

[1906-1908: Davis et al. vs. Sitka School Board. In one of the earliest attempts to integrate Alaska schools, as allowed by the Nelson Act, families brought suit against the Sitka School board when six children of mixed blood were refused admission to a public territorial school in Sitka. Some of the families spoke English, dressed and lived as non-Natives, paid taxes, and were members of the Presbyterian Church, but the judge ruled them not civilized, stating “...As we have seen something more is required to meet the test. Those who from choice make their homes among an uncivilized or semicivilized people and find there their sole social enjoyments and personal pleasures and associations cannot in my opinion be classed with those who live a civilized life...” (Alaska State Reports, Vol. 3)]

1917

Federal boarding schools are established in Alaska at White Mountain and Eklutna. Additional boarding schools are established by Catholic, Moravian, and Lutheran churches—which often banish Native cultural practices and enforce Western beliefs.

[1929: Irene Jones vs. Ketchikan School Board. Irene Jones (12 yrs. old), the daughter of Paul and Nettie Jones, was of mixed Indian and White heritage. In September of 1929, her family attempted to enroll her into the 6th grade at the Main School. December 7, 1928, the Ketchikan School Board passed a new rule that limited attendance at White Cliff and Main School to only those students “who are not acceptable to the United States Bureau of Education.” In their filings before the court, the Jones family, represented by prominent attorney William Paul, noted that in 1905 Congress had established a system of education in Alaska for “white children and children of mixed blood who lead a civilized life” and that the new rule by the School Board (pushed by Sup. Karnes to limit school access) violated Irene Jones’ 14th Amendment rights. The Jones’ won their case. (SitNews & National Archives)]

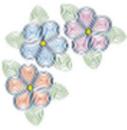
1932

Soon after full control of education for Alaska Native people is transferred to the Bureau of Indian Affairs, or BIA... Wrangell Institute Boarding School opens. Eventually, this boarding school in Wrangell will primarily be for elementary students from communities with no school facilities. Children are forcibly sent here to this residential school from their home villages.

1947

Mt. Edgecumbe Boarding School opens in Sitka. When Mt. Edgecumbe is full, Alaska Native students are sent to boarding schools out of state. This time period marks a change in philosophy for the BIA, which progressively seeks to remove Native children from their home communities and encourage them not to return.

At Boarding schools, Native youth are detached from their families, and often stripped of their culture and language. Thousands of Native youth are subjected to horrific abuse, many



hundreds of children died, and others simply disappeared or never made it home—lives caught in a system built to separate a generation of Native children from their natural born culture.

1950

The Johnson O'Malley Act, first introduced in 1934, finally provides for the transfer of schools in Alaska from federal control to state, local, and territorial management.

1971

The Alaska Native Claims Settlement Act is signed into law. ANCSA is intended to resolve Alaska Native land claims and stimulate economic development and self-determination.

1975

The United States Congress enacts the Indian Self-Determination and Education Assistance Act, designed to promote enable self-governance for Tribes across the US.

1976

Two teenagers, Molly Hootch from the village of Emmonak, and Anna Tobeluk from Nunapitchuk, sue Alaska for failing to provide local high schools in Alaska Native communities. The case is settled, providing for the establishment of high school programs in 126 villages. In the coming decades, more than 100 Native communities would create or expand local school programs.

1994

Alaska Tribes are formally recognized by Congress.

1999 -> 2012

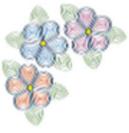
From 1999 to 2012, prolonged court cases finally lay bare a truth that Our People know too well... that the state's public education system and school funding model is racially discriminatory against Alaska Native people and in violation of the federal Civil Rights Act.

2022

The State of Alaska formally recognizes all of Alaska's 229 Tribes.

It's not easy to hear the truth, as Our People have lived it—decades of disruption and abuse, countless lives changed, potential lost, and families shattered—Trauma that continues to ripple through our generations today. We know the past, and we know where it has brought us to... And I ask you: Have we come far enough? Have we truly begun to write our own future?

The story our past tells us is about an education system imposed upon Alaska's First People rather than one built alongside of us... in favor of an education system that too often treats us like foreigners in our home land, forcing Our People to abandon tradition and assimilate to a Western culture.

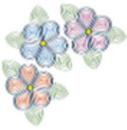


Section 2: Findings

Considerations for Establishing Pilot Tribally Compacted Public Schools in Alaska



*Qat'aq Teague Nenneman, 3rd Grade, Ayaprun Elitnarurvik, Lower
Kuskokwim School District*



Findings: Governance

Policy Summary:

Tribal Compacted Public Schools (TCPS) would be established through the creation of a Tribal Compacted Public School District. This would allow Tribes a level of local control and self-determination needed to operate TCPS while interfacing within the parameters of Alaska Statute Title 14.

Tribal Partner Feedback:

Funding for a two-year kindergarten model. Have the option to include students that turn four years olds by September 1 to be considered kindergarten students for enrollment and funding purposes.

TCPS districts are eligible to operate correspondence study programs both at the district and statewide levels.

How can new additional Tribes compact for education after the successful pilot program is carried out?

Address representation within the State Board of Education.

Address the need for DEED to have more input from Tribes on Alaska Native education policy and technical topics.

Establish governing authority to determine how a TCPS district sets up its own transportation services and have the same funding level as existing school districts.

Ability to join and form a Tribal only regional resource center to address the specific needs of being a TCPS district and join the general district resource center for support on addressing the general considerations of being a school district.

DEED Feedback:

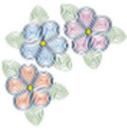
If there is a desire for a shorter day in session for any grade, that would be addressed in the STEC agreement. The STEC agreement provides the vehicle for communicating with the Commissioner for addressing AS 14.03.040.

TCPS are free from partisan, sectarian, or denominational doctrines per AS 14.03.090.

Insurance is required.

TCPS districts are not eligible to form charter schools.

Make the compacting mechanism stable and permanent upon completion of the pilot phase.



State funds will only be paid if the TCPS district follows applicable state and federal laws and regulations.

Address how to balance local control, Tribal governance, and how the legislature is carrying out Alaska's constitutional obligation to provide for education through a system of education with the State Board of Education as its head.

DEED will need at least two years to set up an Education Tribal Advisory Commission.

In order to receive transportation funds, TCPS districts will follow the same safety and training requirements as other school districts.

TCPS districts must follow the same audit statutes that existing school districts follow.

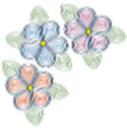
TCPS districts need to have the ability to work with other school districts in a manner consistent with current inter-district collaborative practices.

If a TCPS district wants to operate a residential school, it would need to follow existing laws for how a residential school is formed and operated.

TCPS districts are prohibited from discrimination based on sex or race. TCPS districts must follow the corresponding statutes relating to these prohibitions for employment, enrollment, athletics, and other related discrimination areas of Title 14 related to TCPS.

TCPS districts shall follow the applicable statutory and regulatory requirements like other school districts. These requirements include training, screenings, and other student services.

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Findings: Funding

Policy Summary:

To start the initial pilot TCPS, the Tribes need to have start-up funds. The TCPS would be funded per the foundation formula under AS 14.17.410, using the same student count period, formula multipliers, and considerations as other school districts that do not have a local contribution.

Tribal Partner Feedback:

Obtain equal funding to districts of the state for pupil transportation.

Obtain necessary funding to develop pilot TCPS. This includes block funding and pupil-driven funding combined for start-up costs.

Receive equal funding as other districts for brick-and-mortar, residential school, preschool, and correspondence students.

Negotiate a STEC that will not interfere with the operation of a Tribal Head Start program.

Permit four-year-olds to be eligible to attend kindergarten and be counted in the TCPS' average daily membership (ADM) under AS 14.17.500.

Ensure that federal impact aid funding flows directly to the TCPS district.

Receive local contribution, state, and federal aid.

DEED Feedback:

Perform annual audits.

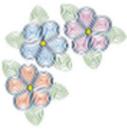
Use the department's *Uniform Chart of Accounts and Account Code Descriptions for Public School Districts* for consistent reporting purposes.

TCPS districts must follow state law as agreed to in the STEC agreement to be eligible to receive public funding.

TCPS districts will be included in the federal disparity test for state-wide equalization.

TCPS districts would not be required to make a local contribution.

TCPS districts will use the same student count periods as all other districts of the state.



Finding: Teachers and School Personnel

Policy Summary:

Tribes may not employ teachers in a TCPS unless the teacher holds a valid Tribal Compact (TC) teacher certificate. STEC Tribes are responsible for establishing their own system of training, certifying, and evaluating the staff employed in a TCPS. Tribes are responsible for putting their TC teacher certification credentialing process on file with DEED. DEED will issue licenses to a teacher who demonstrates that they have completed a TC teacher certification program, met the background check requirements under AS 14.20.020(f), and paid the department the required fee. TCPS staff licensed by DEED shall be under the Professional Teaching Practices Commission (PTPC). For these reasons, DEED is requesting updates to PTPC to incorporate TCPS. TCPS staff are not state employees but are subject to the hiring and employment process established by the TCPS district. Certificated TCPS professionals are eligible to join the TRS and PERS retirement systems but are not required to join.

Tribal Partner Feedback:

Training and certification of TCPS staff needs to originate with the Tribe.

Maximize innovation for Tribes to meet teacher certification regulations through additional pathway options.

Implement necessary updates to ensure that TCPS teachers are evaluated appropriately as part of the PTPC.

Ensure that Tribes are the authority on credentialing content areas surrounding Alaska Native Language and Culture.

Staff performance evaluation originates within the local control of the TCPS district.

Employment practices will follow Tribal employment practices, including retirement options.

Proper protections for students.

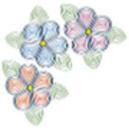
DEED Feedback:

Maximize transformation in certifying teachers.

Ensure existing teachers can flow seamlessly between TCPS districts and existing districts as much as possible. Lesson learned from Washington state: ensure teachers do not lose their retirement standing if they work for a TCPS district.

Provide for due process for staff.

Background checks and other student protections will be required.

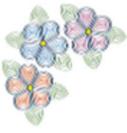


Address how TCPS staff fits within the PTPC.

Address the Alaska Reads Act and topic areas for teacher certification.

Fulfill the state role of assuring staff are certified.

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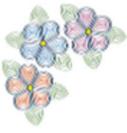


Section 3: Draft Compact Agreement

Demonstration of STEC Schools



First Alaskans Elders and Youth Conference 2022, Canoe Building



STEC Agreement

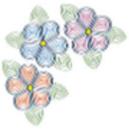
Introduction to the STEC Agreement:

This is a STEC Agreement that represents ten months of negotiation. It will need the statutory framework included in this report to become law for this compact to become actionable. Another negotiation session will be completed after the authorizing legislation is passed before a TCPS district could begin operating.

The draft compact was initially based off the compact for the Chief Kitsap Academy in Washington State.

This STEC agreement is provided for purposes of discussion and organization only. Terms contained in here are not automatically agreed to by DEED, Central Council Tlingit & Haida Indian Tribes of Alaska, Inupiat Community of the Arctic Slope, Ketchikan Indian Community, King Island Native Community and the Village of Solomon, and Knik Tribe merely because they are included in this report. The circulation of this compact does not constitute an agreement of any sort, nor does it constitute a meeting of the minds.

DEED, Central Council Tlingit & Haida Indian Tribes of Alaska, Inupiat Community of the Arctic Slope, Ketchikan Indian Community, King Island Native Community and the Village of Solomon, and Knik Tribe reserves the right to continue the revision process of the STEC draft compact contained in this report and revisions of revisions, in order to ensure the ongoing improvement and accuracy of the document to reflect continuous developments, requirements, feedback, and emerging practices and policy.



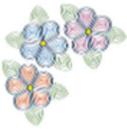
STATE-TRIBAL EDUCATION COMPACT BETWEEN

STATE-TRIBAL EDUCATION COMPACT BETWEEN

**THE STATE OF ALASKA DEPARTMENT OF EDUCATION & EARLY
DEVELOPMENT**

AND

DRAFT



PARTIES

THIS STATE-TRIBAL EDUCATION COMPACT is made and entered into by and between the STATE OF ALASKA DEPARTMENT OF EDUCATION & EARLY DEVELOPMENT (hereinafter “DEED”), on behalf of the STATE OF ALASKA, a sovereign state of the United States, with all rights and powers thereto pertaining; and _____ (hereinafter “Tribe”), a federally recognized tribal government, possessed of all sovereign rights and powers thereto pertaining.

RECITALS

WHEREAS, Alaska Native students make-up _____ percent of the total student population in the State of Alaska and _____ percent or more of the student population in _____ schools across the State;

WHEREAS, twenty Alaska Native languages are designated as official languages of the State of Alaska, and the parties recognize that Alaska Native students should have access to education in Alaska Native languages;

WHEREAS, the parties recognize that the teaching of Alaska Native language, culture, and history is important to Alaska Native people and critical to the educational attainment and achievement of Alaska Native children;

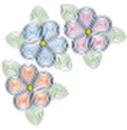
WHEREAS, it is the intention of the parties that the State should support public education programs offered in tribal schools and to assist tribal schools in providing comprehensive, culturally-competent teaching and learning that can help close the educational opportunity gap among Alaska Native students;

WHEREAS, the Parties to this Compact acknowledge that the Constitutional oversight mandate delegated to DEED by the legislature pursuant to Alaska Const. Art. VII, § 1 cannot be diminished by this Compact.

WHEREAS, the Alaska State Legislature, through _____, authorizes DEED to enter state-tribal education compacts with the sovereign governing bodies of Alaska Native tribes located in Alaska;

WHEREAS, the purpose of these state-tribal education compacts is to support K-12 schools operated by eligible tribes or tribal organizations. Schools that are the subject of a state-tribal education compact are entitled, like all other Alaska school districts, to receive state and federal education funding for enrolled students;

WHEREAS, on _____, the _____ Tribe submitted to DEED an application to enact a State-Tribal Education Compact;



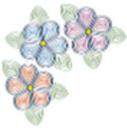
WHEREAS, DEED has received the application dated _____ to establish a state-tribal compact school referred to as _____ (hereinafter, “School”);

WHEREAS, between _____ and _____, DEED and the Tribe convened a government-to-government meeting, along with four other tribes or tribal entities, for the purpose of considering the application and initiating negotiations; and

WHEREAS, this Compact reaffirms the State of Alaska and the Tribe’s important commitment to government-to-government relationships that has been recognized by _____. The Compact builds upon the efforts highlighted by the legislature when it passed SB 34.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and other considerations recited in this Compact, DEED and the Tribe do enter this Compact as provided for herein.

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I. TITLE

This document shall be cited as _____.

II. AUTHORITY

This Compact is authorized pursuant to applicable federal, state, and tribal law. This authority includes:

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

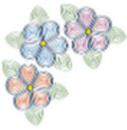
III. APPENDICES

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;
- I. Insurance and Liability; and
- J. Immunity waivers (if applicable).

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 ten-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.

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

V. SCHOOL’S ROLES AND RESPONSIBILITIES

A. Educational Program.

1. Content Standards. The Tribe agrees that the School will conduct an educational program that satisfies the requirements of applicable Tribal and State law. Where there are applicable educational program standards under both state and Tribal law, the education program prescribed under state law shall provide the minimum standards for the School’s education program. Standards that must be met by the School include, but are not limited to, the following:

(a) Content standards, as defined by Tribal Code and in relevant regulations promulgated under AS 14.03.015, 14.07.165, and 14.07.060, including but not limited to, 4 AAC 04.140;

(b) Participation in, and performance on, statewide student assessments as provided for under Tribal, federal, and state law, including, but not limited to, 4 AAC 06.700 *et seq.*, 20 U.S.C. § 1001 *et seq.*, and 20 U.S.C. Ch. 70;

(c) Performance improvement goals, as provided for in AS 14.03.120;

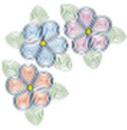
(d) Accountability measures;

(e) State graduation requirements as contained in applicable state statutes and regulations and §V(A)(3) of this compact;

(f) Academic standards applicable to Alaska State public schools; and

(g) Other applicable Tribal, state, and federal accountability requirements imposed by statute, regulation, rule, policy or this Compact.

2. Curriculum. The Tribe agrees to the following:



(a) The School will implement the educational program and curriculum consistent with the curriculum and program standards attached as Appendix A;

(b) The School may revise and amend the educational program and curriculum standards presented in appendix A at its discretion and without requiring approval from DEED or amendment to this Compact; provided, that such revisions or amendments do not:

(i) Materially change the school's mission or its student performance standards or targets as contained in Appendix A; or

(ii) Violate any term of this Compact.

(c) The Tribe will notify the DEED commissioner within fourteen (14) calendar days of any material changes or amendments to the educational program or curriculum as presented in appendix A.

3. Graduation Requirements for High Schools. The Tribe agrees that the School's curriculum will meet or exceed all applicable graduation requirements as established by applicable state and Tribal law. This includes all requirements contained in 4 AAC 06.075 and any applicable statute or regulation enacted after the date of this Compact.

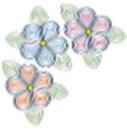
4. Staff Qualifications.

(a) The Tribe agrees that instructional staff employed at the School will be certificated consistent with the teacher and educator certification standards described in Appendix B. All teaching staff must obtain licensure through the department pursuant to Appendix B and any applicable statutes or regulations.

(b) The Tribe agrees that it will meet or exceed the employee record checks requirements in AS 14.20.020(c), 4 AAC 12.300(b)(4), and any applicable statute or regulation enacted after the date of this Compact, when employing School employees. The Tribe further agrees that it will meet or exceed mandatory termination and notification provisions in AS 14.20.095 *et. seq.*

(c) If the Tribe or School administrator(s) has reason to believe that an employee with a certificate or permit authorized under this Compact has engaged in unprofessional conduct, the School agrees to submit a complaint to DEED stating the basis for the belief following processes laid out in AS 14.20.030.

5. Staff Training. The Tribe agrees that the School will provide employees and staff with training required by applicable Tribal, state, and/or federal law.



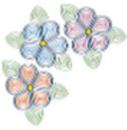
6. Student Assessment. The School will participate in all testing programs required by applicable State or federal law. The School will comply with all assessment protocols and requirements established by Tribal, state, or federal law or regulations, maintain test security, and administer the tests consistent with all applicable Tribal, state, and federal requirements.

7. Second Language Learners. The Tribe agrees that the school will at all times comply with all applicable state and federal law applicable to the education of second language learners including, but not limited to, the Elementary and Secondary Education Act of 1965 (20 U.S.C. § 6301 *et seq.*) (the “ESEA”), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), the Equal Educational Opportunities Act of 1974 (20 U.S.C. § 1701 *et seq.*) (the “EEOA”), and associated state laws or rules. The School will provide resources and support to second language learners to enable them to acquire sufficient language proficiency to participate in the mainstream language instructional program. The School will employ and train teachers to provide appropriate services to second language learners. The School will work to ensure compliance with all applicable requirements of state and federal law regarding services to second language learners. This section does not prohibit the School from teaching content in Alaska Native languages.

8. Students with Disabilities. The Tribe agrees that, to the extent required by applicable law, the School will provide services and accommodations to students with disabilities as set forth the Individuals with Disabilities Education Act (20 U.S.C. § 1401, *et seq.*) (the “IDEA”), the Americans with Disabilities Act (42 U.S.C. § 12101, *et seq.*) (the “ADA”), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and all regulations promulgated pursuant to such federal laws. This includes providing services to attending students with disabilities in accordance with the individualized education program (“IEP”) recommended by a student’s IEP team. The School will also comply with all applicable Tribal, federal, and state laws, rules, policies, procedures, and directives regarding the education of students with disabilities.

9. Supplemental Programs. The Tribe agrees that the School will provide supplemental programs to students as presented in Appendix C. The Tribe agrees that it will comply with all applicable state and federal legal requirements in providing such programs.

10. Student Conduct and Discipline. The Tribe agrees that the School will comply with the School’s discipline policy contained in Appendix D, as well as with all applicable Tribal, state, and federal laws relating to student discipline. The Tribe further agrees that it will notify the DEED commissioner of any material changes or amendments to Appendix D’s discipline plan. The Tribe agrees that all student discipline records will be kept in compliance with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (“FERPA”) and to the extent required by applicable



federal, state, and tribal law.

11. Alaska Native Languages. The Tribes retains the unrestricted right to express themselves through the use of Alaska Native Languages in all public proceedings, including publicly supported education programs, and reserves the right to use Alaska Native languages as a medium of instruction. The Tribe maintains the authority to modify standards impacting the instruction of, or through, Alaska Native languages. Such modifications shall be included in Appendix A and shall align with the Tribe’s education code and consider the unique characteristics of each Tribal language, dialect, and revitalization efforts.

B. School Operations.

1. Public School Status. The Tribe recognizes that the School will be deemed a public school and local education agency. The School will be referred to as a Tribally compacted public school and subject to all applicable provisions of state and federal law. The Tribe agrees to comply with applicable laws, including but not limited to those imposed under the IDEA (20 U.S.C. § 1401, *et seq.*); FERPA (20 U.S.C. § 1232g), the Protection of Pupil Rights Amendment (20 U.S.C. § 1232h) (the “PPRA”), the ESEA (20 U.S.C. § 6301, *et seq.*), the McKinney-Vento Act (42 U.S.C. § 11432, *et seq.*), and all regulations promulgated under these laws.

2. Student Data and Enrollment Reporting. The Tribe agrees to report School enrollment to DEED in the same manner and using the same definitions and procedures required under AS 14.17.600 and any regulations promulgated thereunder.

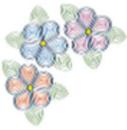
3. Evaluation and Effectiveness Review.

(a) The Tribe agrees that it will annually evaluate the impact of this Compact on the success of Alaska Native students enrolled in the School.

(b) The Tribe agrees to collect and report to the DEED commissioner academic growth data and high school graduation data by November 15 of the subsequent year from which the data is collected. This report must be provided for each year during which this Compact is in effect.

4. Nonsectarian Status. The Tribe agrees that the School will not engage in any sectarian practices in its educational program, admissions policies, employment practices, and all other operations. The School will not be to any extent under the control or direction of any religious denomination.

5. Non-discrimination. The Tribe agrees that the School will comply



with all applicable federal and state non-discrimination laws, regulations and policies to the extent required of the Tribe by applicable law. The School may give hiring preference to those who demonstrate training or experience that establishes that the applicant is likely to be sensitive to the traditions and culture of the School's student population.

6. Recordkeeping and Auditing.

(a) The School will comply with all applicable Tribal, federal, and state, recordkeeping requirements including those pertaining to students, governance, and finance.

(b) The Tribe agrees to maintain all books, records, documents, data, and other evidence relating to this Compact, including school administrative and student records. The Tribe will provide DEED with these records within six months following the expiration, nonrenewal, or termination of the Compact. The Tribe agrees to make these documents available at reasonable times for inspection, review or audit by DEED, personnel duly authorized by the DEED commissioner, the Office of the Attorney General, and federal and state officials so authorized by applicable statute, regulation, or agreement. If any litigation, claim, or audit is started before the Tribe provides these records to DEED, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

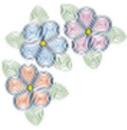
7. Right of Inspection. The Tribe agrees to provide the right of access to the School to the DEED commissioner or any DEED officers at all reasonable times, to monitor and evaluate compliance under this Compact on behalf of the commissioner. All inspections and evaluations will be performed in such a manner that will not unduly interfere with the Tribe's or School's operations. DEED must provide written notification of this inspection no later than fifteen (15) calendar days prior to the inspection.

8. Student Welfare and Safety. The Tribe agrees that the School will comply with all applicable Tribal, federal, state, and local health and safety laws. The Tribe further agrees that:

(a) It will comply with the safety plan presented in Appendix E;
and

(b) It will notify the DEED commissioner of any material changes or amendments to Appendix E.

9. Transportation. The Tribe agrees that the School will be responsible for providing students with transportation in accordance with applicable Tribal, state, and federal law, including, but not limited to AS 14.09.010 *et seq.*, and 4



AAC 27.006 *et seq.* The Tribe further agrees that it will:

- (a) Meet or exceed the standards set out in the transportation plan presented in Appendix F; and
- (b) Notify the DEED commissioner of any material changes or amendments to Appendix F.

10. Cooperation. Nothing in this section should be construed as prohibiting the School from coordinating or cooperating with another district to provide student transportation or other services under AS 14.14.110 or 14.14.115.

11. School Calendar. The Tribe agrees that the School will annually adopt a School calendar with an instructional program that meets or exceeds the compulsory school attendance requirements of AS 14.03.030 and Tribal law. The Tribe shall place its school calendar on record with DEED and append it to this compact as Appendix G. The Tribe further agrees that it will notify the DEED commissioner of any material changes or amendments to the School's calendar as presented in Appendix G.

12. Admission and Enrollment.

(a) The Tribe will not charge students tuition. The Tribe may charge students reasonable fees for participation in optional extracurricular events and activities.

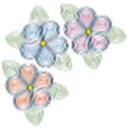
(b) The Tribe agrees that the School will be open to all children of the State; provided that if capacity is insufficient to enroll all students who apply, the School may implement a prioritization policy without prior approval from the State, so long as the policy does not violate applicable state or federal law.

13. School Facilities.

(a) The Tribe agrees that the School facilities will conform with provisions of the IDEA (20 U.S.C. § 1401, *et seq.*), the ADA (42 U.S.C. § 12101, *et seq.*) and any other applicable federal, state, or Tribal requirements related to public school facility access.

(b) The School facilities will meet all applicable health, safety and fire code requirements and will be of sufficient size to safely house the School's anticipated enrollment.

14. Accountability for School Performance. The Tribe agrees the



School will calculate and report assessment data in a manner consistent with all other public schools in the state.

15. Ethics.

(a) The Tribe agrees that no School administrator, or other School employee/representative authorized to enter contracts on behalf of the school, may be beneficially interested, directly or indirectly, in a contract, sale, lease, purchase, or grant related to the School that may be made by, through, or is under the supervision of the officer or related employee, in whole or in part, or accept, directly or indirectly, any compensation, gratuity, or reward from any other person beneficially interested in the contract, sale, lease, purchase, or grant related to the School.

(b) The Tribe agrees that no School administrator may use their position to secure special privileges or exemptions for himself, herself, or others.

(c) The Tribe agrees that no School administrator or member of the School's governing body may give, receive, or agree to receive any compensation, bribe, reward, or gratuity from a source except the School, for a matter connected with or related to their services as a board member or School administrator unless otherwise provided for by law.

(d) The Tribe agrees that no School administrator may accept employment or engage in business or professional activity that the administrator might reasonably expect would require or induce them, by reason of their official position, to disclose confidential information acquired by reason of their official position.

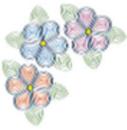
(e) The Tribe agrees that no School administrator may disclose confidential information gained by reason of the officer's position, nor may the officer otherwise use such information for their personal gain or benefit.

(f) Terms in this provision will be defined in accordance with meeting or exceeding the definitions set out in this Compact.

(g) This provision does not apply to the following cases:

(i) The letting of any employment contract for the driving of a school bus if the terms of such contract are commensurate with contracts provided to other school bus drivers operating in the School;

(ii) The letting of an employment contract as a substitute teacher or substitute educational aide, if the terms of the contract are commensurate with the contracts provided to other substitute teachers or educational aides operating in the



School and the Tribe has found that there is a shortage of substitute teachers in the School; or

(iii) The letting of any employment contract to the spouse of an officer of the School, if the terms of the contract are commensurate with contracts for other employees in similar positions operating in the School.

C. School Finance

1. Legal and Accounting Compliance. The Tribe agrees that the School will meet or exceed standards set out in applicable state financial and budget rules and financial reporting requirements, including, without limitation, the following:

- (a) 4 AAC 06.120-.121;
- (b) 4 AAC 09.110-.130; and
- (c) Any applicable statute or regulation enacted after the date of this Compact.

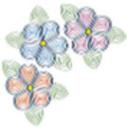
2. Financial Audits.

(a) The Tribe recognizes that the School will be subject to financial examinations and audits as determined by the DEED commissioner pursuant to applicable law, including annual audits for legal and fiscal compliance. Within the scope of its responsibilities, the DEED commissioner may conduct the following types of audits:

- (i) Financial statement;
 - (ii) Legal and fiscal compliance;
 - (iii) Federal single; and
 - (iv) Special investigation, including fraud audits.
- (b) The Tribe agrees that it will be financially responsible for all costs associated with the audit(s).
- (c) The Tribe agrees to provide the DEED commissioner with a copy of any audits prepared under this provision.

3. Non-Commingling.

The Tribe agrees that assets, funds, liabilities,



and financial records of the School will be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization, including the Tribe, unless approved in writing by the DEED commissioner, whose approval shall not be unreasonably withheld. Additionally, public funds and assets received by the School will be tracked and accounted for separately.

4. Assets.

(a) The Tribe agrees that the School shall maintain a complete and current inventory of all School assets that:

(i) Were purchased with funds received by the School from the State of Alaska; and

(ii) Meet or exceed the amount specified in the Alaska Department of Education and Early Development Uniform Chart of Accounts and Account Code Descriptions for Public School Districts, incorporated by reference in 4 AAC 06.120 or any other applicable regulation enacted after the date of this Compact.

(b) The School shall update the inventory annually and shall take reasonable precautions to safeguard assets acquired with funds received from the State.

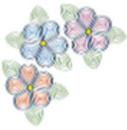
5. School Funds. The Tribe agrees that any money received by the School from the State that remains in the School's accounts at the end of any budget year must remain in the School's accounts for use by the School during subsequent budget years.

6. Location and Access. The Tribe agrees that the School will maintain books, records, documents, and other evidence of accounting procedures and practices which sufficiently reflect all direct and indirect costs of any nature expended under this Compact. The Tribe agrees to make these records reasonably available for inspection, review, or audit by personnel duly authorized by the DEED commissioner, state, or federal officials so authorized by applicable statute, rule, regulation, or contract. DEED must provide written notification of this inspection no later than fifteen (15) calendar days prior to the inspection. The financial records will be maintained at the location specified in Appendix H.

VI. DEED'S RIGHTS AND RESPONSIBILITIES

A. Funding. The School will receive funding in accordance with AS 14.17.410-.490.

B. Oversight and Enforcement.



1. Consultation. One time each year, the DEED commissioner or their designee and the Tribe or its designee will engage in consultations relating to School operations, performance, and accountability in addition to mandatory consultation required by Section 1111 of the ESEA (20 U.S.C. § 6311).

2. Management and Enforcement. The DEED commissioner will manage and enforce this Compact and will oversee the School's performance under this Compact as required by applicable federal and state law, and consistent with the terms of this Compact, including with the Tribe's involvement. This may include, but is not limited to, offering technical assistance, taking corrective action, developing corrective action plans, withholding payments of state funds for unremedied breach of this Compact, or imposing other sanctions pursuant to this Compact.

3. Inquiries and Investigations. The DEED commissioner may conduct inquiries, audits, or investigations consistent with Alaska Const. Art. VII, § 1, as applicable.

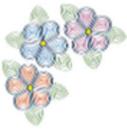
4. Notification of Perceived Concerns. The DEED commissioner agrees to notify the Tribe in writing of any perceived concerns related to unsatisfactory performance or legal compliance under this Compact within reasonable timeframes considering the scope and severity of the concern. The Tribe will respond within a reasonable time, which in no event will be longer than fourteen (14) calendar days. If the Tribe does not remedy the problem in a timely fashion to the DEED commissioner's reasonable satisfaction, the DEED commissioner may take further action under Sections IV, V, and VI of this Compact. In enforcing this provision, the DEED commissioner agrees to act in good faith, to work in conjunction with the Tribe to address and resolve the concern, and to consider the School's local culture when determining if the perceived concern is material and has merit.

5. Other Legal Obligations. Nothing in this Compact will be construed to alter or interfere with DEED commissioner's obligations imposed under federal or state law.

VII. COMPLIANCE

A. Compliance. The Parties agree that they will remain subject to and comply with the terms of this Compact. The Tribe agrees to comply with Alaska Statutes Title 14 unless inapplicable or exempted under law, as well as any applicable legislation or rules enacted after the effective date of this Compact that governs the operation and management of schools that are the subject of this Compact.

B. Breach by the School.



1. Violations. The parties agree that the violation of any material provision of this Compact may, in the reasonable discretion of the DEED commissioner, be deemed a breach and grounds for initiating the dispute resolution process in §IX of this Compact, withholding payment of state funds if the breach is not remedied, developing a corrective action plan, or nonrenewal or termination of the Compact under §VII. In making this determination, the Parties will work together and consider the underlying facts and circumstances including, but not limited to, the severity of the violation as well as the frequency of violations and steps taken to remedy the violation.

2. Corrective Action Plan. The DEED Commissioner and Tribe shall mutually agree on a reasonable timeframe to implement the plan. School's failure to develop, execute, or complete a corrective action plan within the agreed-upon timeframe will constitute a breach of the Compact.

C. Breach by DEED. The Parties agree that the violation of any material provision of this Compact may be grounds for the Tribe to initiate the dispute resolution process.

VIII. NONRENEWAL AND TERMINATION

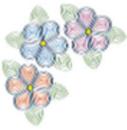
A. Nonrenewal.

1. Notice. In the event that either Party, in their discretion, determines that the Compact shall not be renewed, that Party will notify the other Party in writing of their intent not to renew the Compact. The notification will invite a government-to-government meeting for the purpose of discussing the Party's intent not to renew the Compact. All Parties shall negotiate in good faith.

2. Timing of Notice. Either party must provide notice of intent not to renew the Compact no later than September 1 of the school year in which the Compact expires.

B. Termination. The Parties may terminate this Compact for cause if either party materially breaches this Compact or fails to cure a breach of the Compact's terms.

1. Notice. The non-breaching party will notify the breaching party of the breaching party's alleged breach and intent to terminate the Compact for cause ("Complaint Letter"). The Complaint Letter will be in writing and will state with specific reasons why the non-breaching party believes the Compact should be terminated or a breach must be cured, including:



(i) The Compact term, condition, or assurance that the non-breaching party believes the breaching party has violated, or other ground for termination or resolution; and

(ii) The evidence indicating that the Compact term, condition, or assurance has been violated; and

(iii) The requested resolution.

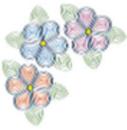
2. Response. The breaching party will, within forty-five (45) calendar days of receiving the Complaint Letter, provide a written response, stating its agreement or disagreement with the nature of the dispute and the requested resolution. If the breaching party disagrees with the Complaint Letter and the proposed resolution, the breaching party's written response must provide at least one alternate resolution and the factual basis supporting such resolution(s). Thereafter, the parties will follow the Dispute Resolution process.

C. Effect of Nonrenewal or Termination. Upon termination of this Compact for any reason, upon expiration of the Compact, or if the School ceases operations or otherwise dissolves, the DEED commissioner may support the mutually agreed upon winding up of the business and other affairs of the School; provided, however, that in doing so neither the commissioner nor the State will be responsible for and will not assume any liability incurred by the School under this Compact. DEED, the Tribe, and School personnel will work together to facilitate with the winding up of the affairs of the School. The School's and DEED's obligations for following a mutually agreed upon termination protocol and winding up of the affairs of the school shall survive the term of this Compact.

IX. Dispute Resolution.

A. Direct Discussions. After receipt of the breaching party's response to the Complaint Letter described in section §VIII(B)(1), the lead representatives of each party will, for ninety (90) calendar days, make a good faith attempt to resolve the dispute through one or more direct discussions. If no mutually acceptable resolution is reached, the lead representatives will prepare a joint statement within fourteen (14) calendar days, which includes a chronology, a synopsis of the discussion which took place and the last stated positions of each party.

B. Unsuccessful Direct Discussions. If the parties are unable to reach a mutually agreed upon resolution either through direct discussions, any party to this Compact is free to pursue the proposed termination of the Compact for cause and/or seek legal relief.



C. Choice of Law. The resolution of disputes between the parties to this compact shall be governed and interpreted according to applicable federal law and regulations; and applicable State of Alaska laws and regulations. Notwithstanding the foregoing, nothing in this Compact shall be construed to limit in any way the inherent authority of Tribe or to displace or override applicable Tribal law and custom in child education.

X. WAIVERS AND LIABILITY

A. Limitation of Liability. In no event will either party, or their agencies, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of the other arising from this Compact.

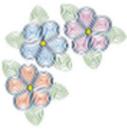
B. Sovereign Immunity of the State. The State has partially waived its sovereign immunity by statute for contract, quasi-contract, and personal injury claims under AS 09.50.250.

C. Confidentiality Remedy. The Tribe and the State recognize their obligations to confidentiality set forth in FERPA and its implementing regulations (20 U.S.C. § 1232g; 34 C.F.R. Part 99), the PPRa (20 U.S.C. § 1232h; 34 C.F.R. Part 98), and AS 14.03.110. The Parties also agree to cooperate with the Student Privacy Policy Office (“SPPO”) should a complaint be alleged. This includes, but is not limited to, informal intermediation and formal investigations. Should the SPPO order that any school under this Compact take corrective action, including but not limited to policy or procedure revisions or mandatory training, both the State and the Tribe agree to comply with such an order.

D. IDEA and ADA. The Tribe and the State recognize their obligations to students and employees with disabilities under the IDEA (20 U.S.C. § 1400, *et seq.*), the ADA (42 U.S.C. § 12010, *et seq.*), the Rehabilitation Act (29 U.S.C. § 710, *et seq.*), and Alaska Statutes Title 14.30, Articles 4 & 5. The Tribe agrees that it will not engage in any acts or omission that could put at risk any applicable federal education funding and that doing so would constitute a material breach of this Compact.

E. Liability under Compact. The Tribe may be required to provide a limited waiver of sovereign immunity from suits as provided in this section. The extent to which a waiver may be required shall depend on the risk of the claims against the State and the risk of harm to third-parties as a result of this Compact. The requirements of a waiver, including the scope of the waiver, shall consider the applicability of insurance. Any such waiver shall be attached to this Compact as Appendix J.

1. Insurance. The Tribe will be required to purchase professional



liability insurance and workers' compensation insurance as a condition of participation in this Compact. The resulting policies shall be attached to this Compact as Appendix I. The professional liability insurance policy shall acknowledge that the insurer shall not assert the Tribe's or the school district's defense of sovereign immunity for claims for bodily injury, personal injury, wrongful death, and property damage up to the limits of the policy. To the extent the risk assessed by the State is greater than the professional liability insurance policy limits, the tribe may be required to sign a limited waiver to cover the difference between the risk assessed and the policy limit.

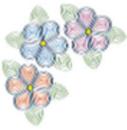
2. Limited Waivers. The Tribe may be required to waive sovereign immunity for claims for the recoupment of funds in the event of fraud, misappropriation, or material failure to provide the Services under the Compact. If the tribe chooses to purchase an insurance policy with limits that are below the level of risk assessed by the State, the Tribe will be required to waive sovereign immunity for claims for money damages arising from its operation of a compacted school up to the level of risk assessed by the State and not covered by the Tribe's insurance policy. No waiver of sovereign immunity shall extend to a levy of any judgment, lien, attachment, or encumbrance upon any real property or other assets of the Tribe outside of the school's assets.

3. Cooperation and Counterclaims. In addition to the above provisions, the Parties to this Compact may go to Alaska state court for the purpose of:

- (i) Ensuring performance of obligations assumed under the Compact;
- (ii) Ensuring the Tribe's cooperation regarding litigation arising under this Compact;
- (iii) Allowing the State to assert counterclaims against the Tribe for claims arising out of or related to this Compact, in the event the Tribe initiates legal action; and
- (iv) Ensuring coordination of insurance coverage as provided in this compact.

4. Interpretation. The Tribe and the State agree that no word, phrase, sentence, paragraph, or section, in whole or in part, separate or together, contained in this Compact may be interpreted, other than expressly provided in this provision, as an express or implied waiver generally of the sovereign immunity of the Tribe.

5. Legal Costs and Fees. The State and the Tribe shall each bear its own legal expenses, including costs and attorney's fees.



6. Third-Party Rights. Neither the Tribe nor the DEED commissioner are creating or intend to create any rights in third parties which would result in any claims of any nature whatsoever against the Tribe or the State because of this Compact. Neither the Tribe nor the State has waived immunity from third-party suits or claims of any kind against them, and nothing contained in this Compact shall be construed to affect a waiver, in whole or in part, of said immunity.

7. Non-Assignment. Neither party to this Compact shall assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Compact unless the other party agrees in writing to any such assignment.

8. Order of Precedence. The items listed below are incorporated by reference herein. In the event of an inconsistency in this Compact, the inconsistency shall be resolved by giving precedence in the following order:

- (a) Applicable Federal and Alaska State laws, regulations, and guidelines;
- (b) Terms and Conditions of the Compact;
- (c) The appendices contained herein;
- (d) Any other provisions incorporated by reference or otherwise into the Compact.

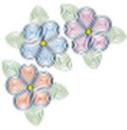
XI. GENERAL

A. Merger. This Compact and all attachments, appendices, exhibits, and/or amendments thereto, contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Compact shall be deemed to exist or to bind any of the Parties hereto.

B. Amendments. No amendment to this Compact will be valid unless ratified in writing by the DEED commissioner and the Tribe and executed by authorized representatives of the Parties. The Parties recognize that the DEED commissioner is bound by the authority granted by the legislature and the State Board.

C. Governing Law and Enforceability. This Compact shall be construed and interpreted in accordance with the laws of the state of Alaska. For the limited purpose of this Compact, the Tribe consents to the venue of any action brought hereunder in the First Judicial District unless the parties agree otherwise in writing.

D. Severability. If any provision of this Compact or any application of this



Compact to the School is found contrary to law or invalid, such provision or application will have effect only to the extent permitted by law and the invalidity shall not affect the validity of the other terms or conditions of the Compact.

E. Waiver. The Parties agree that no assent, express or implied, to any breach by either party of any one or more of the provisions of this Compact shall constitute a waiver of any other breach. No term or condition of this Compact shall be held to be waived, modified, or deleted except by a written instrument signed by the Parties.

F. No Employee or Agency Relationship. Neither the Tribe nor the School, nor their respective employees, agents, or contractors, are employees or agents of DEED or the State. The DEED commissioner and their employees, agents, or contractors are not employees or agents of the Tribe or the School. None of the provisions of this Compact will be construed to create a relationship of agency, representation, joint venture, ownership, or control of employment between the Parties other than that of independent parties compacting solely for the purpose of effectuating this Compact.

XII. DEFINITIONS

The following definitions apply to this Compact:

Alaska Native means all persons of Indian or Alaska Native descent;

(a) Who Are members of any Alaskan Federally Recognized Indian tribe; or Any citizen of the United States who is regarded as an Alaskan Native by an Alaskan 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

(b) is a person of Alaska Indian (including Tsimshian Indians not enrolled in the Metlaktla Indian Community) Eskimo, or Aleut blood, or combination thereof; or

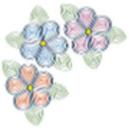
(c) whose grandparent, father, or mother is (or, if deceased, was) regarded as an Alaskan Native; or

(d) who is an Alaska Native lineal descendant; or

(e) who is an Alaskan Indian, Eskimo, or Aleut, or any combination thereof.

The term includes any Alaskan Native as so defined, either or both of whose adoptive parents are not Alaskan Natives.

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.

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

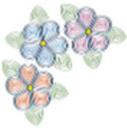
DEED means the State of Alaska Department of Education and Early Development.

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.

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XIII. NOTICES

Unless otherwise indicated by this Compact, all notices required or authorized to be served shall be served by certified mail, electronic mail with a read receipt, or other expedited services which require a signature for receipt at the following address:

Alaska Department of Education and
Early Development
333 Willoughby Ave, 9th Fl.
Juneau, AK 99801

IN WITNESS WHEREOF, the DEED commissioner and the _____ Tribe have executed this Compact.

SIGNATURES

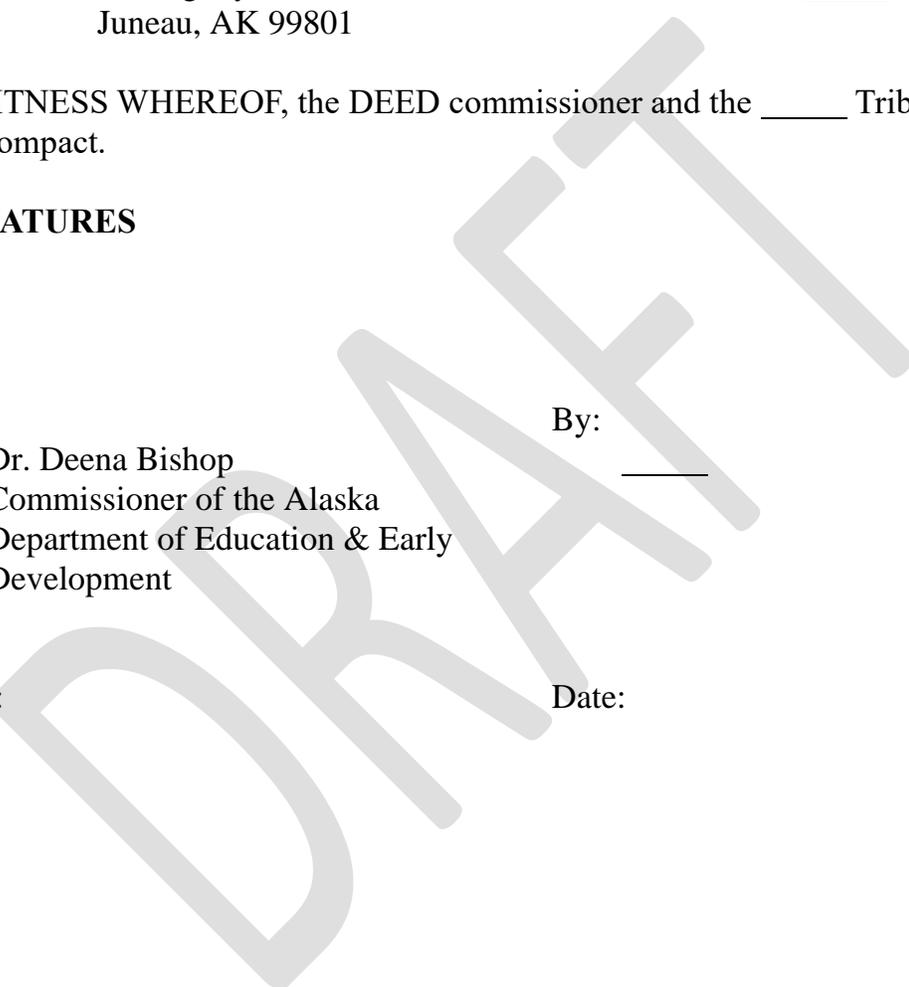
By:

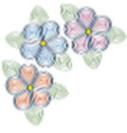
Dr. Deena Bishop
Commissioner of the Alaska
Department of Education & Early
Development

By: _____

Date:

Date:



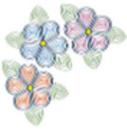


Section 4: Statutory Framework

Considerations for Establishing Pilot Tribally Compacted Public Schools in Alaska



Carly Lehnhart's Kindergarten Class, Sít' Eetí Shaanáx - Glacier Valley School, 2021



Statutory Framework: Governance

Establishing a STEC school: A Tribe interested in starting a pilot TCPS shall submit an application accompanied by a Tribal resolution stating the desire to enter into STEC pilot negotiations. The initial STEC pilot phase may include up to five Tribes, each of whom underwent the demonstration process outlined in Senate Bill 34 and included in this report. Upon successful completion of the pilot phase, DEED may open additional applications for other Tribes to initiate negotiations to open new TCPS. Funding for new pilot school start-up costs would be subject to future appropriation from the legislature.

Term of STEC agreement: A TCPS district has up to three years to establish a TCPS and begin operations. The initial pilot phase by the TCPS districts shall be for five years. Subsequent STEC agreements shall be for a term of ten years. There will be an annual STEC compact negotiation between DEED and the STEC Tribes in both the pilot phase and subsequent terms.

A parent's right to direct the education of the parent's child: TCPS governing boards and TCPS districts will be included in the definition of a “local school board” under AS 14.03.290(3) and “school district” under AS 14.30.350(8). This inclusion means that parents retain the right to direct the education of the parent's child. A TCPS district governing board is subject to meeting requirements of AS 14.03.016 (*A parent's right to direct the education of the parent's child*).

School term: As a local educational agency, the TCPS district governing board has the authority to set up its own school calendar subject to AS 14.03.030.

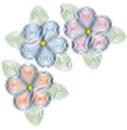
Annual progress reports: DEED shall provide an update on the progress of TCPS as part of the department’s annual report to the legislature per AS 14.03.078. The pilot TCPS annual progress report to the legislature will include a progress report and evaluation from each TCPS district and annual progress summary from DEED.

Education and planning reports: A TCPS district's annual report to DEED and the public will include a specific section on how the TCPS school and the STEC process is progressing.

School and district accountability: A TCPS district will be included in the definition of “district” under AS 14.03.123 (*School and district accountability*).

Correspondence study programs: TCPS districts can operate local and statewide correspondence study programs.

Duties and powers of the department: Pursuant to Senate Bill 34, DEED shall negotiate STEC agreements with up to five tribal partners. DEED will annually conduct STEC negotiations with these tribal partners. Upon successful completion of the pilot program, DEED may open an additional application process for additional tribes to negotiate compacts. DEED may make



certain payments to a STEC school district as laid out in AS 47.07.063 (*Payment for certain services furnished or paid for by a school district*).

Transfer or sale of assets to tribes: DEED may sell or transfer facility or land assets to tribes.

State Board of Education (SBOE): The membership of the SBOE will increase from the existing seven voting members to eight voting board members. No more than five board members may be from the same political party as the governor. The new board member seat will represent TCPS districts. After the TCPS begin operation, the SBOE shall include a STEC update in its report to the legislature. TCPS districts are subject to applicable SBOE regulations, including discrimination policies and graduation requirements.

Education tribal advisory commission: Within two years of passage of compacting legislation, the SBOE shall establish an Education Tribal Advisory Commission.

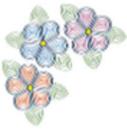
Pupil Transportation: A TCPS governing body will have the authority and associated funding to determine how to spend its pupil transportation dollars under AS 14.09.010 as all other school districts do.

Districts of state public school system: TCPS districts are a type of district and part of the Alaska public school system. Each Tribe that enters into a compact agreement with the state is considered a local educational agency and is a school district under Title 14.

Districts - support management and control in general: Each TCPS district shall be operated under the control and management of the TCPS district governing body. Subject to legislative appropriations, DEED will provide the TCPS districts with the funding necessary to maintain and operate TCPS districts.

Establishing a TCPS district governing board: TCPS district governing boards will be created by the Tribe that is compacting with the state of Alaska. The process for establishing the TCPS district governing board will be determined by the Tribe and included as part of the STEC agreement.

Powers of a STEC Tribe as related to STEC agreement and TCPS district governing board powers: A tribe may contract with DEED, the Bureau of Indian Affairs, or any other school district advisory or regional board to provide services, facility supplies, and utilities. The Tribe may determine its own fiscal procedures. The Tribe may appoint, compensate, and otherwise control all school employees in accordance with state, tribal, and federal law, including the establishment of salary scales for their employees. The TCPS district governing body may adopt regulations for governing, organization policies, and procedures for the operation of the TCPS. The Tribe, through a negotiated STEC agreement, will create, operate, discontinue, and combine schools with the TCPS district. The Tribe will provide project recommendations to DEED for the construction, rehabilitation, and improvement of schools and education-related facilities. The Tribe may provide teacher housing. The TCPS district will pay the employee member's



contribution while the employee is out on unpaid leave as a result of being assaulted on the job and on the job injury under AS 39.35.160. The Tribe will exercise all other functions necessary for properly performing its responsibilities to provide public education through its TCPS.

Duties of the TCPS district governing board: A TCPS district governing board shall provide educational programming for each school-age child enrolled in the district, develop a philosophy of education principles and goals for its schools, submit required reports and audits prescribed for all school districts, maintain school buildings and facilities so that they are clean and safe, select curriculum and instructional materials used in the school, and train staff to meet any of the requirements of a school district described in Title 14 that apply to the TCPS district. A TCPS district shall establish procedures to reduce and prevent truancy. A TCPS district shall provide Special Education and gifted student services necessary to comply with federal and state laws and regulations. A TCPS shall further comply with bilingual-bicultural education statutory requirements.

School boards indemnification: A TCPS district shall establish its own school board. A TCPS board shall insure or indemnify and protect any members of the board, or any agent, employee, teacher, student, teacher officer, member of the supervisory, or administrative staff of the school district against financial loss or expense as do other district school boards.

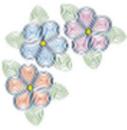
Regional resource center: TCPS districts may join together to establish a TCPS regional resource center. TCPS districts may join both a TCPS regional resource center and another existing regional resource center simultaneously. For purposes of AS 14.12.150 – 14.12.180, TCPS districts shall be considered school districts.

Cooperation with other school districts: A TCPS district may cooperate with other school districts or DEED to provide efficient and economical education services per AS 14.14.110. TCPS districts would be eligible to receive a one-time grant per AS 14.14.115 that encourages cooperative arrangements between school districts to provide for more efficient and economical administrative or educational services. TCPS districts will follow sick leave and sick leave transfer to interface with other districts of the state per AS 14.14.107.

TCPS governing board association: TCPS governing boards may form their own school board association. Forming and joining a TCPS governing board association does not preclude TCPS governing boards from being members of the Association of Alaska School Boards.

Compulsory Education: Attendance in a TCPS is open to students as an option to meet the obligation to attend public school within the district where a child resides. Attendance in a TCPS will be added to the list of educational options shown in AS 14.30.010(b).

Native Language Education: Update the definition of “native” in AS 14.30.420 to remove a quarter ($\frac{1}{4}$) blood quantum as the determination of native and replace the definition with the definition used in the STEC agreement.



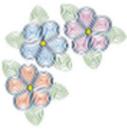
Alaska Performance Scholarship: Students who attend TCPS will be eligible for the Alaska Performance Scholarship.

Deposit of publication of research data: The list of district types will be updated to include TCPS districts as eligible entities to deposit relevant publications in the repository listed in AS 14.56.120.

Definitions: The definition in AS 14.60.010(1) should be updated to clarify that TCPS' are a type of "attendance area" beyond the geographic area determination of DEED. A TCPS "attendance area" is based on a Tribe's governmental status and is not tied to a "geographic area" like the existing district models. The definition in AS 14.60.010(6) will be updated to include TCPS governing boards as a "governing body."

Insurance tax education credit and Income tax credit: The definition of school district will be updated to include TCPS districts in AS 21.96.070 and AS 43.20.014.

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Statutory Framework: Funding

Withholding state funds: DEED may not pay funds to a TCPS district or TCPS teacher who fails to comply with state laws and regulations adopted by the department.

Transportation of students: TCPS districts shall receive the same level of funding in AS 14.09.010 as other districts that is based on the average daily membership defined in AS 14.17.990. A TCPS district must follow AS 14.09.030 (*School Buses*) to meet the required safety training.

Construction, rehabilitation, and improvement of schools and education-related facilities: TCPS districts would be required to contribute two percent as their participation share in grant programs for school construction and major maintenance. TCPS districts may submit grant applications under AS 14.11. A TCPS district must submit the same provisions required of other districts in a grant agreement. A TCPS district assumes the risk and responsibilities of putting together an application and applying for a grant requires a resolution from the TCPS district.

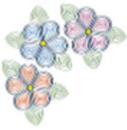
Bond Reimbursement and Grant Review Committee: The committee, established by the Commissioner of DEED under AS 14.11.014, will include a representative of a Tribal government.

Regional educational attendance area and small municipal school district school fund: TCPS districts will be eligible for state aid for school construction or major maintenance pursuant to requirements in AS 14.11.025 and AS 14.11.030, subject to appropriation.

General provisions construction chapter: TCPS districts will be added to the definition of district for purposes of AS 14.11 (*Construction, Rehabilitation, and Improvement of Schools and Education-Related Facilities*).

Annual audit: A TCPS district, like other school districts in the state, shall, before October 1 of each year, provide an audit for the school year ending the preceding June 30. The required district financial audit requires contracting with an auditor who has no personal interest, direct or indirect, in connection to the fiscal affairs of the TCPS district. The audit shall comply with AS 14.14.050.

Pilot TCPS development funding: The TCPS district shall be eligible for a \$1.5 million pilot implementation grant upon signing the TCPS agreement, subject to appropriation. The TCPS district will have up to three fiscal years to spend down this grant. After three fiscal years, any unspent funds revert back to the state. In addition to the pilot implementation grant, the TCPS district will receive a one-time start-up grant the first year the school operates. Using the student count period average daily membership (ADM), the TCPS district will receive the standard foundation formula funding amount along with an additional 45 percent base student allocation (BSA) allocation based on the initial year of school enrollment ADM.

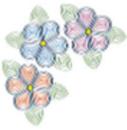


TCPS pilot fund balance in school operating fund: During the first three fiscal years in which a TCPS district operates schools, the unreserved portion of its year-end fund balance in its school operating fund may be greater than 10 percent of the TCPS district expenditures for that fiscal year. In the second year of operations, the unreserved portion may not exceed 25 percent of its expenditures for that fiscal year. In the third year of operations, the unreserved portion may not be greater than the amount required under AS 14.17.505(a) (*Fund balance in school operating fund*). AS 14.17.505(b) shall apply to TCPS districts during this time to the extent that it does not conflict with this policy statement.

District cost factors: To calculate a TCPS district-adjusted ADM under AS 14.17.410(b)(1), the district cost factor for a TCPS school shall be the same as the district cost factor of the city, borough, or REAA district that the TCPS school is physically within. For purposes of the foundation formula, AS 14.17.410 (*Public School Funding*), AS 14.17.460 (*District Cost Factor*), and major maintenance and school construction calculations, TCPS districts will use REAA factors and funding sources.

Definitions: AS 14.17.990(2) should be updated to include TCPS school districts in the definition of “district.”

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Statutory Framework: Teachers and School Personnel

Teacher Certification Requirement: To be employed at a TCPS, teachers must hold a valid TC teacher certificate issued by the TCPS district and licensed by DEED.

Recognition of Certification of TC Teachers: DEED shall issue a TC teacher licensure to a person who meets the requirements of this section.

To be certified and licensed, a TCPS teacher must:

- a) Complete a TC teacher preparation program approved by the TCPS district with which the applicant is seeking employment;
- b) Hold a valid TC teacher certificate issued by the TCPS district;
- c) Submit fingerprints to DEED to be used for criminal history background check and be found by the department to be suitable for employment as a teacher under AS 14.20.020(f) (*Requirements for issuance of certificate; fingerprints*); and
- d) Pay the fee required by DEED under AS 14.20.020(c).

Requirements for Issuance of Certificate: (a) Before teaching students, a teacher certificated under this section must complete coursework, training, or evaluation requirements established by the TCPS district, or be enrolled in the TC teacher preparation program approved by the Tribe and DEED. Each TC teacher preparation program will provide educational programming and curricula that addresses the knowledge, skills, and dispositions that reflect the highest abilities and qualities of the teaching profession (4 AAC 04.200(a-e)).

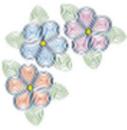
Statement of Teacher Preparation Program Certification: Each TCPS district shall file with DEED a statement articulating how the TC teacher preparation program prepares TCPS teachers to educate students to meet the above certification requirements. This statement shall be attached to the STEC agreement for that particular TCPS district.

Evaluation of Training and Experience: In evaluating an applicant for a position in a TCPS district, each district shall give preference to those applicants who demonstrate training or experience that establishes that the applicant is likely to be sensitive to the traditions and cultures of the student population.

Employee Contract: TCPS employees are not state employees and are hired by the entity that operates the TCPS district.

Employee Evaluation: A TCPS district governing body shall adopt an employee evaluation policy and procedure to periodically review TCPS employees. When issuing an employee evaluation, the governing body shall consider information from students, parents, community members, classroom teachers, and administrators.

Professional Teaching Practices Commission (PTPC): The membership of the PTPC shall increase from nine to eleven members. Both new seats shall be appointed according to AS



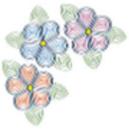
14.20.390 (*Appointment and qualifications*). A TC certificated employee who fulfills the duties of a principal shall fill one of the newly created seats; a TC certificated head administrator will fill the other.

Duties of the Professional Teaching Practices Commission (PTPC): The PTPC shall consider the TC teaching certification criteria on file with DEED when considering whether to suspend or revoke the certificate of a teaching professional currently employed by a TCPS.

Required Training: A TCPS district shall train each teacher, administrator, counselor, and specialist on the needs of individual students who have alcohol or drug-related disabilities. The training must utilize the best available educational technology and include an overview of medical and psychological characteristics associated with alcohol or drug-related disabilities, family issues, and the specific educational needs of students with alcohol or drug-related disabilities. A TCPS district shall provide the training required under this section on a schedule adopted by a school district's governing body. This requirement should not prohibit a TCPS district from utilizing culturally relevant educational resources.

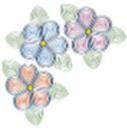
Retirement Plan: TCPS district employees may choose to enroll in either the Tribe's retirement system or the teacher retirement plan established in AS 14.25. If an employee chooses to participate in the TRS or PERS system, the TCPS district, as the employer, must contribute to the TRS or PERS system as outlined in AS 14.25.009 – 14.25.200 (*Teachers' Defined Benefit Retirement System*). TCPS district employees must adhere to the requirements in AS 14.25.009, *et seq.* for employers of TRS or PERS employees.

Participation by special education services agency employees: An employee of a TCPS may participate in the system under this chapter if the employee possesses or is eligible to possess a teacher certificate under AS 14.20, 20 U.S.C. 1412, and any other applicable state or federal law.



Section 5: Conclusion





Conclusion

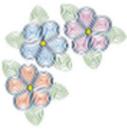
Student Centered

The introduction to this report portrayed the graphic history of the education system that set up the horrific system of boarding schools in Alaska. This history is the lived experience of the Alaska Native people and impacts our entire state. While the last of the BIA schools closed in 1985, our Alaska Native students still experience an urgent need for transformational change in their schools. While the Tribes and DEED were negotiating this report, Tribal students experienced targeted assaults and lynching threats because they were Alaska Native. While these incidents were addressed as they took place, our shared commitment to keep students centered throughout our negotiations never waned. To show our dedication to our students, this report concludes with the anticipated outcomes for students and highlights their own words for what they hope to experience as transformational change comes to education.

The questions and answers below illustrate the type of educational transformation we anticipate seeing in successful pilot TCPS. Student feedback illustrates why Alaska Native language is so essential to educational success. The input below is from a workshop hosted as part of the 2017 First Alaskans Elders and Youth Conference. There were over 45 elders and youth who attended this workshop. About three-quarters of the participants were students; and the other quarter were elders.

2017 First Alaskans Elders and Youth Conference Workshop Feedback:

- **What comes to mind when you think of the term/idea of “identity?”**
#1 Language; then Culture, Traditions, Land and Waters.
- **What did you want to learn in grade school?**
#1 Arts; #2 Language, survival skills, math; followed by True history, how to live on the land and make stuff, how to function in the Tribal and Western world skills.
- **What is the point of education? Why learn?**
#1 Opportunity and access; #2 Relationships followed by respect, personal growth, making family proud, helping people, learning traditions.
- **What do you not like about the education system you are in?**
#1 Too western (too much sitting, homework at a young age, not individualized, lack of diverse content, lack of accepting change, cookie-cutter); too much murder and safety concerns; apathetic teachers and lack of indigenous teachers or teachers.
- **If you could design the perfect school, what would it look like?**
I would not get rid of math, reading, and writing or all standardized tests, but I would have them secondary to cultural values. The community would teach every child, and there



would be good food. Traditional languages and English would both be taught. An equal amount of native and non-native teachers.

Place-based curriculum.

➤ **What is your favorite thing about school?**

#1 learning and learning new things; #2 Friends and relationship building; followed by expanding your mind for personal knowledge; difficult challenges, asking questions, having options to explore.

Our Future Ancestors: Envisioning Education Transformation

Education is a lifelong journey. A successful educational transformation will take time. TCPS' puts Alaska's education system on a journey that will turn these visioning questions into a lived reality for our students.

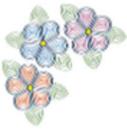
- ❖ **What if Our learning systems reflected our community and culture?**
- ❖ **What if we thought of ourselves as one people?**
- ❖ **What if our community values were reflected in our teachers and administrators?**
- ❖ **What if education were oriented toward the collective well-being of our people?**
- ❖ **What if our Alaska Native languages, knowledge systems and ceremonies were the foundation of a comprehensive learning model?**
- ❖ **What if our learning reaffirmed our connection to the land and water?**
- ❖ **What if every child were culturally grounded and felt affirmed in their learning environment?**
- ❖ **What if our learning systems were multi-generational?**
- ❖ **What if our schools were a place where Alaska Native youth and families felt safe and welcome?**
- ❖ **What if we could all speak, think, and dream in our own languages?**

To hear firsthand answers to these questions and envision cultural education in Alaska visit <https://ourfutureancestors.com/>.

Our Future Ancestors: A Story of Education in Alaska

Partnership with Cook Inlet Tribal Council

During the spring of 2021, DEED issued a grant to the Cook Inlet Tribal Council (CITC) to help envision and visualize what does educational success look like from the Alaska Native perspective. Through community engagement in nearly every region of the state, CITC partnered with communities to consider the Alaska Native people's connection to place,



ancestors, Elders, and the importance of story. In 2023, CITC produced the video ***Our Future Ancestors: A Story of Education in Alaska***, to visualize what an education system can look like in Alaska with Alaska Native people and Tribes having a seat at the table as a partner in educating our students. The introduction to this report showed a timeline of the recent history of education in Alaska. Part 2 of this report shows the fuller picture of what is possible for Alaska’s students moving forward.

Part 2 - Video Transcript:

A Film by: Cook Inlet Tribal Council

Voice over by Alice Glenn

Although we cannot change the past, it’s not too late to build Our Future. You see... [REWIND] ... The truth is, 1784 wasn’t the real beginning of this story... Our Indigenous education system goes much further back. Our People have been building, teaching, and sharing knowledge for thousands of years, long before Western recorded time, and long before our children were taken away to far-off schools.

The time has come for all of us to hear the wisdom of Our People – to learn the models of education rooted in survival, community, and tradition. For the last year, Cook Inlet Tribal Council has traveled to or engaged nearly every region of Alaska, and listened to more than 600 stories, hopes, and dreams of Our People.

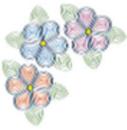
We’ve heard each one of their voices, proud and passionate—and the message is clear.

This is what Our People want Alaska’s education system to provide for Our Youth.

Multi-generational Learning: The story of Our People lives in the hearts of our Elders. Our education system should invite Elders into the classroom as paid teachers and culture-bearers. We must let our classrooms echo with the wisdom of our Elders. We must create a path for our Youth to learn from prior Generations. We must let the voices of our Elders illuminate a path towards a better future.

Language and Culture: Our Native languages are our identity—as they die, so too does a piece of us. Our schools and classrooms should celebrate and teach the oral traditions of Our People. Our education system can help preserve Native Languages in the hearts and minds of our Youth, teaching them to take pride in their heritage. We must also share the beauty, complexity, and depth of our language with non-native students to reduce cultural barriers.

Tribal Connections: Our education system doesn’t exist in isolation. We must forge stronger relationships between teachers, administrators, Tribal leaders, culture-bearers and members throughout our communities. We must align our education goals and deepen the bonds that unite us in our shared efforts to prepare the next generation for a thriving future.



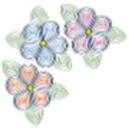
Heal From Trauma: Despite the pain, we must not shy away from our past. We must acknowledge and teach, without distortion, the past educational policies and decisions that have impacted generations of Our People. Those whose lives were disrupted must be seen and heard. True progress only comes if we honor the stories of our past... while refusing to repeat it.

This is what Our People have told us. The lessons of our ancestors are calling us forward. Despite decades of abuse, assimilation, trauma, and broken dreams—the opportunity is not lost. Another generation of our children is waiting on us. There is still time for a new vision. There is still time for bold decisions. Our future ancestors are counting on us to make the right choices. They are ready for us to pick up the tools of the modern world, to carry us forward, and fuse them with our traditional wisdom.

There's only one question that remains ... for those of you with a seat at the table... the decision-makers, the policy-writers, the ones who, like so many before you, seek to write our children's future... There's just one question to think deeply about, with all that we now know:

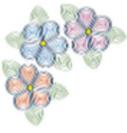
What are we going to do next?

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Appendix





Appendix: Compacting Glossary of Terms

AK STAR – Alaska System for Academic Readiness and Alaska Science Assessment

Alaska’s Education Challenge – How we will meet the educational challenges in Alaska.

- 1) Call to action: Shared Commitments
- 2) A focus of efforts: Measurable Goals
- 3) Prioritization of change: Targeted Strategies (State Tribal Education Compacting is one of these strategic priorities)

Alaska Native/American Indian (AN/AI) –means all persons of Indian or Alaska Native descent;

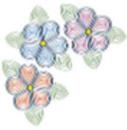
- (a) Who Are members or citizens of any Alaskan Federally Recognized Indian tribe; or
- (b) Any citizen of the United States who is regarded as an Alaskan Native by an Alaskan Native Tribe, including any Alaska Native village or regional or village corporation as defined in or established pursuant to 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 Metlaktla Indian Community) Eskimo, or Aleut blood, or combination thereof; or
- (d) whose grandparent, father, or mother is (or, if deceased, was) regarded as an Alaskan Native; or
- (e) who is an Alaska Native lineal descendant; or
- (f) who is an Alaskan Indian, Eskimo, or Aleut, or any combination thereof.

The term includes any Alaskan Native as so defined, either or both of whose adoptive parents are not Alaskan Natives.

Application of Intent to Compact – This application outlines the school's scope, reporting and assessment agreement, building requirements, etc. This serves as the initial signal from a Tribe that it is officially pursuing compacting.

Average Daily Membership (ADM) – Average Daily Membership is the school student enrollment numbers used in the funding formula and throughout statutes and regulations about student enrolment numbers.

Compacting – Compacting is a government-to-government agreement. By partnering, an agreement is formed based on mutually established shared goals. This provides flexibility while ensuring quality. The agreement defines the expectations, parameters, and quality controls for



outcomes; within these parameters, it is up to the compactor to make it happen. The compact negotiation collaboratively forms what the agreement contains. Compacting is a flexible, dynamic, and active process.

Co-Signers/Authorized Compactors – Tribes have the authority to sign or designate the entity that would carry out the compact on their behalf. The state of Alaska would identify the signer for the State of Alaska.

Department of Education and Early Development – AS 14.07.010. (*Department of Education and Early Development*)

The Department of Education and Early Development includes the commissioner of education and early development, the state Board of Education and Early Development, and the staff necessary to carry out the functions of the department.

District - As defined in AS 14.12.010.

Fiscal Accountability – Ensuring that funds are expended in the agreed upon manner.

Funding Mechanism – The method for determining funding levels and the disbursement of funds.

Immersion School – This model surrounds the student with the target language in all aspects of their environment. Immersion programs can exist on a graduated scale. There can be complete immersion, where the entire school is operated only in the target language, or partial immersion, where sectors of the school or classrooms are exclusively conducted in the target language.

Indigenous Education Models – These can include master-apprentice, observational learning, place-based learning, student evaluations based on the student's observed behavior like doing things without being asked or properly observing protocols at events, learning to observe and decode what happens in the surrounding environment on a deep and interconnected level.

NAEP – National Assessment of Educational Progress (reading, math).

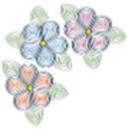
Non-Sectarian – Non-religious sect or non-political group.

Partner – An entity or individual at the table as a co-equal, not in a hierarchical manner.

Pilot Tribally Compacted Public School (TCPS) – The operation of TCPS made possible through new Alaska Statutes.

Political Subdivision – A municipality; an unincorporated village; or another unit of local government.

Sovereignty – Self-determination, the right to govern oneself, citizens, and lands.



Sovereign immunity – A legal doctrine that bars claims against a government without the government’s consent.

Stakeholder – An entity or person who has an interest in the endeavor or objective. Stakeholders are affected indirectly by the decisions made by the decision-makers. Stakeholders are not required to be at the table to draft or create plans for how the work will be carried out; they provide the input for others to process but have the expectations that their concerns need to be met.

State Board of Education Compacting Committee – This committee is composed of three State Board members, one of which chairs the Committee. The committee is a way for the State Board to learn about what State-Tribal Education Compacting might look like in Alaska and address regulatory additions or changes needed for compacting.

Tribal Consultation – Grounded in the recognition of sovereignty, self-determination, and the right of Tribal governments to self-govern. Parties commit to an inclusive, consensus-driven approach that upholds Indigenous knowledge, cultural norms, and practices. This structured process involves a cyclical exchange of information, input, feedback, and subsequent follow-up. It encompasses formal, ongoing, direct government-to-government dialogues between designated representatives of the decision-making authorities of both the State and the Tribe. The aim is to ensure substantive Tribal involvement and foster collaboration regarding matters of shared interest and the joint responsibility for educational initiatives impacting students.

Tribe-Federally Recognized Tribe – A sovereign government that has been recognized by the United States as such, as demonstrated through inclusion on the list published annually by the Bureau of Indian Affairs pursuant to the Federally Recognized Indian Tribe List Act of 1994. There are 229 federally recognized Tribes in Alaska.

