

# MEMORANDUM OF AGREEMENT

Between  
Lake and Peninsula School District  
and  
Newhalen Iliamna Youth Activities Club, Inc.

Effective Date: 5.10.24

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## 1. PURPOSE

This Memorandum of Agreement (“Agreement”) establishes the operational, financial, and legal expectations governing the relationship between Lake and Peninsula School District (“LPSD”) and Newhalen Iliamna Youth Activities Club, Inc. (“NIYAC”). NIYAC operates as an independent nonprofit organization supporting student activities at Newhalen School.

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## 2. LEGAL STATUS AND INDEPENDENCE

**2.1 Independent Entity.** NIYAC is a separate legal entity and not a program, department, or agent of LPSD. NIYAC was formed for the sole purpose of supporting co-curricular activities that are not provided by LPSD. In August 2023, NIYAC assumed responsibility for the Newhalen School Food Service Program, aka the Meal Program. It is understood that the success of NIYAC and LPSD is connected and requires collaboration and a positive symbiotic relationship between the independent entities.

**2.2 No Authority to Bind LPSD.** NIYAC shall have no authority to bind LPSD. NIYAC may not commit LPSD funds or enter into contracts on behalf of LPSD. LPSD shall have no authority to bind NIYAC. LPSD may not commit NIYAC funds or enter into contracts on NIYAC's behalf.

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## 3. INSURANCE AND INDEMNIFICATION

NIYAC shall maintain Directors and Officers insurance with a \$1,000,000 policy limit. NIYAC shall also maintain General Liability Insurance with a \$1,000,000 single and \$2,000,000 aggregate policy limit. NIYAC shall provide annual proof of coverage.

NIYAC shall protect, defend, indemnify, and hold LPSD harmless from any claims, demands, suits, damages, losses, expenses, liabilities or causes of action arising from or resulting directly from or in connection with this Agreement.

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## 4. DOCUMENTATION AND COMPLIANCE

NIYAC shall provide LPSD with proof of non-profit 501(c)(3) status and an annual list of the Board.

## **5. CASH HANDLING REQUIREMENTS**

If NIYAC funds are stored on LPSD property, NIYAC shall provide its own safe to store the funds. LPSD shall not be responsible for the security of any cash that NIYAC stored on LPSD property. All NIYAC funds shall be managed solely by NIYAC. NIYAC agrees to indemnify and hold LPSD harmless for any claims or losses related to NIYAC storing cash on LPSD property.

## **6. COMPLIANCE WITH LAW**

NIYAC shall comply with all applicable federal, state, and local laws. This includes, but is not limited to, Alaska charitable solicitation laws, IRS reporting requirements for non-profit organizations, and Alaska charitable gaming laws and regulations.

## **7. RESTRICTIONS ON STAFF ROLES**

If LPSD-certified staff serve on the NIYAC Board, they must recuse themselves from any NIYAC Board decision involving a dispute with LPSD.

All LPSD staff (classified and certified) may not serve in NIYAC roles as Treasurer and Financial Manager. If NIYAC uses LPSD employees to volunteer to handle funds at NIYAC events, NIYAC agrees to indemnify and hold LPSD harmless for any claims or losses related to LPSD employees handling NIYAC funds.

## **8. DISTRICT ADMINISTRATION RESPONSIBILITIES**

The District Administration shall (1) maintain documentation required under this Agreement, (2) provide the NIYAC Board with the most current LPSD Policies and Regulations, and (3) work with NIYAC to ensure equitable support for student activities.

## **9. NIYAC FUNDRAISING AND USE OF FACILITIES**

Notice of the next month's NIYAC events using LPSD school facilities must be provided via email to the Building Principal and the Superintendent by the third Thursday of the prior month. That notice must include:

- Event name and purpose
- Date and time
- Expected participants
- NIYAC officials who will oversee the event, including handling any cash

The District Superintendent or designee will approve or disapprove in writing NIYAC's requested use for the next month within three (3) school days.

Any NIYAC requests to use LPSD school facilities made on a shorter time frame, will be considered on a case-by-case basis by the Superintendent or designee.

There will be a clear distinction between NIYAC fundraising and LPSD fundraising. LPSD fundraisers will use *MySchoolBucks*. NIYAC fundraisers will utilize NIYAC's own Point of Sale/Payment systems. NIYAC will be responsible for maintaining the NIYAC Point of Sale/Payment systems.

## **10. FOOD SERVICE PROGRAM**

NIYAC commits to providing food for the Newhalen School food service program, or may choose to request the National Student Lunch Program (NSLP). NIYAC will financially supplement the cost of the NSLP as needed.

So long as funding is available from the Lake and Peninsula Borough Education Endowment, LPSD will provide the employees to prepare and serve the food.

NIYAC will provide food that meets all health and safety requirements and relevant laws and regulations.

NIYAC will coordinate with LPSD food service managers as needed.

## **11. TRAVEL AND STUDENT ACTIVITIES**

All student and staff travel must be approved in advance by the Superintendent or designee, whether funded by LPSD or NIYAC.

LPSD will fund travel in accordance with the LPSD School Board adopted budget. NIYAC will directly pay for expenses for NIYAC-funded activities.

All chaperones for both NIYAC-funded and LPSD-funded student travel must be listed on the travel request forms. Any individuals interacting with District students for NIYAC-supported activities, including but not limited to coaches, must execute an LPSD volunteer agreement and complete a background check prior to any interaction with District students. It is the Site Administrator's responsibility to ensure each chaperone has a background check and has executed an LPSD chaperone agreement.

All LPSD athletics and activities no matter their funding source will be held to the same standards and oversight regardless of the funding source. This would include but not limited to travel, chaperoning, coaching, certifications, and student and coach requirements.

All NIYAC-funded trips must adhere to the LPSD athletic and activities handbook and policies and procedures for travel of students and staff.

## **12. OPERATING BOUNDARIES.**

NIYAC shall not interfere with school operations. LPSD and NIYAC will collaborate and partner to support student activities and meals. Efforts to collaborate and partner must be communicated to the District Administration and NIYAC in accordance with the terms of this Agreement to support student activities and meals.

**3. TERM AND TERMINATION.**

This Agreement will commence on \_\_\_\_\_ and will remain in effect for one year unless terminated earlier by either party. This Agreement shall automatically renew for successive one (1) year terms upon the expiration of the initial term (and any subsequent renewal term), unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current term. Either party may terminate this Agreement with a 30-day written notice to the other party. In the event of termination, both parties will work together to ensure a smooth transition and minimal disruption to student activities and meals.

**14. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter described here in and all prior or contemporaneous oral or written communications, understandings, or agreements between the parties with respect to such subject matters are hereby superseded in their entirety.

**14. AMENDMENTS**

Any amendments to this Agreement must be made in writing and signed by authorized representatives of both parties

**15. GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of the State of Alaska.

LAKE AND PENINSULA SCHOOL DISTRICT

Name:

\_\_\_\_\_

Board President

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Kasie Luke

Superintendent

Signature: [Handwritten Signature]

Date: May 7, 2026

NEWHALEN ILIAMNA YOUTH ACTIVITIES CLUB, INC.

Name: Chasity Anelon President

Signature: [Handwritten Signature]

Date: 5.10.26

Name: Ayla Rickteroff

Secretary

Signature: [Handwritten Signature]

Date: 5.18.2026