

**MEMORANDUM OF AGREEMENT
BETWEEN THE
TK Wolf Inc.
AND
LOCAL EDUCATION AGENCY**

THIS MEMORANDUM OF AGREEMENT (hereinafter "MOA") is made and entered into on this _____, by and between the TK Wolf Inc. (hereinafter "TKW"), PO Box 1185, Skiatook, OK 74070 and Sapulpa Public Schools (hereinafter "Local Education Agency or LEA"), to collaborate in order to jointly provide Assessment and Evaluation as well as Prevention activities for Obesity and Type 2 Diabetes (T2D) in identified American Indian Children children grades 6th - 9th, using the TKW program *"The Seven Generation Teaching and Traditions"*.

WITNESSETH:

WHEREAS, the purpose of this MOA is to establish working procedures between TKW and LEA for the provision of coordinated Assessment and Evaluation of Obesity and T2D services to eligible Indian school children, and

WHEREAS, the coordinated Prevention Activities for Obesity and T2D services to eligible Indian school children, and

WHEREAS, through this collaboration the intent is to be a leading force in enhancing the lives of qualifying Indian children by providing learning activities for prevention of obesity and T2D, and

WHEREAS, TKW wishes to enter into an agreement with the LEA's Indian Education Program in order to provide these services to eligible Indian school children, and

WHEREAS, TKW agrees to provide qualified personnel who are willing and able to perform the services described herein, with no compensation requirements from the LEA or the LEA Indian Education Program Grants or funding, and

WHEREAS, TKW agrees to provide University of Pennsylvania virtual internships within the School of Nursing with no compensation requirements from the TKW, the LEA or the LEA Indian Education Program Grants or funding, and

WHEREAS, the LEA agrees to provide an appropriate, private location where confidential communications can be held and assessments and proactive activity can be provided, and

NOW THEREFORE, and in consideration of the mutual covenants, promises, agreements, understandings, and conditions herein contained, the parties hereto promise to the other, agree and understand as follows, to wit:

1. PURPOSE OF MOA.

A. The purpose of this MOA is for TKW and LEA to clarify roles and responsibilities in providing services to qualifying Indian school children in grades 6 through 9, who are identified as having ancestral predisposition to T2D.

B. The provisions of this MOA are not intended to alter, amend or invalidate any existing policies or procedures of TKW or LEA unless expressly otherwise stated herein. The signatory parties intend that the responsibilities and understandings set-forth herein are to be followed in all relations and communications between TKW and LEA with respect to The Seven Generation Teaching and Traditions.

2. TERM OF MOA. This MOA shall be for a term of 12 consecutive months, beginning on the 1st or 15th day of _____, and ending on _____. Thereafter, the parties may renew this MOA for one or more additional years, provided that said renewal shall be in writing and signed by the TKW Executive Director, and a duly authorized agent of the LEA Board of Education (BOE) and the LEA representative.

3. TERMINATION AND AMENDMENT. This MOA may be terminated by TKW or the LEA at any time during the term of the MOA. Termination shall be effective thirty (30) days after receipt of written notice sent by United States Registered mail to the other party at the above listed addresses. This MOA may be amended by the parties, provided that no amendment to any provisions of the MOA shall be binding upon the parties unless in writing and signed by the TKW Exec. Director, LEA BOE and a duly authorized agent of the LEA.

4. RESPONSIBILITIES OF SIGNATORIES.

A. LEA Responsibilities. LEA agrees to the following provisions:

1. LEA agrees to provide an appropriate, private location where confidential communications can be held and assessments and activities can be provided; and
2. LEA agrees to absorb the costs associated with the provided facilities, including all utility and maintenance costs; and
3. LEA agrees to accept responsibility for the designation of TKW personnel to be cleared for volunteer assignment to work with students according to the policy and provisions of the LEA.

B. TKW Responsibilities. TKW agrees to the following provisions:

1. TKW agrees to provide program components of "*The Seven Generation Teaching and Traditions*" program for all eligible Indian children attending the LEA. It is further recognized that TKW shall provide parents with consent forms and information regarding their legal rights under the program; and

2. TKW agrees to provide program services to eligible children regardless of their involvement in or eligibility for Special Education Services; and
3. TKW agrees to provide a support for eligible families and children through presentations and parent nights with the Sapulpa Indian Education Parent Committees (i.e Title VII and Johnson O'Malley) and and other community services; and
4. TKW Director of Education and Research shall work with LEA Indian Education Director to ensure collaboration and coordination of services to all eligible Native American's who have provided a CDIB card issued by a federally recognized Tribe; and
5. As deemed necessary, TKW staff shall provide and participate in the joint training of LEA faculty, staff medical personnel at no cost to the LEA.

5. PRIOR AGREEMENTS. This MOA constitutes the entire and exclusive agreement concerning TKW services between the parties signing below. Execution of this MOA supersedes and nullifies all prior agreements, contracts, negotiations and promises or representations concerning that subject matter, whither written or unwritten, verbal or tacit, or implied by prior dealings, between and among any of the parties or their predecessors with respect to the matters set in this agreement.

6. TRANSPORTATION. TKW shall not provide transportation to eligible children for any reason, including transportation from after school programs, however, transportation will be coordinated with existing programs within the LEA Indian Education Programs.

7. COORDINATING REQUIRED PAPERWORK. In order to coordinate paperwork required by the "*The Seven Generation Teaching and Traditions*".and the LEA, the following process shall be utilized:

- A. TKW will first obtain written consent from the parent or legal guardian before participation in the student will participate in the program. When necessary and practical, LEA personnel may assist TKW in obtaining written consent.
- B. All original consent forms shall be maintained by SPS Indian Education Program and true and correct copies of all consent forms shall be maintained by TKW.
- C. All confidential information received by TKW from LEA shall be maintained in a secure manner, adhering to requirements of confidentiality under State and Federal laws.
- D. All confidential personal data records shall be kept under a self identified number that will be kept by the Indian Education Program Secretary separately from any identifying documents.

- E. All *"The Seven Generation Teaching and Traditions"*. Reports to outside agencies on the programs effectiveness and success will be published without any identifying names or acronyms.

8. COST-SHARING. This MOA requires the sharing of resources received through State and Federal funding. In order to assure that integrated services are implemented in a manner that maintains State and Federal fiscal support for children in these programs, TKW and LEA agree to the following cost-sharing arrangement:

- A. LEA shall assume the costs associated with providing the location for BH/SAS services, including all necessary utilities.
- B. LEA (Indian Education Program) shall assume the costs associated with providing personnel to be present during the program activities
- C. TKW shall assume the costs associated with providing personnel to be responsible for providing program activities, conducting evaluations and providing *"The Seven Generation Teaching and Tradition"* services to eligible children.
- D. TKW shall assume the costs associated with providing all materials necessary to conduct program services to the LEA students, faculty, and staff without any additional costs including Per Diem or travel associated the the TKW program.

9. DISPUTE RESOLUTION. The following process shall be utilized to resolve any dispute, controversy or claim arising out of or relating to the MOA:

- A. Step One. The disputing party shall orally notify the LEA Indian Education Director and/or the TKW Director of Education and Research regarding the details of the dispute. The LEA IE Director and the TKW Director shall then communicate in order to resolve the dispute. If the dispute is resolved, the LEA IE Director and the TKW Director shall communicate the resolution to the disputing party and other necessary staff members under his or her employ. If the dispute cannot be resolved, proceed according the Policy and Procedures for dispute resolution for the LEA..

10. NOTICES. All notices, reports correspondence or other communications required or authorized by this MOA shall be in writing and shall be deemed delivered on date of personal service or date of delivery by certified mail as evidenced by return receipt. Notices shall be directed to the following individuals and addresses:

TKWolf Inc.
ATTN: Dr. Ann Dapice, Director E&R
PO Box 1185
Skiatook, OK 74070

Sapulpa Public Schools
ATTN: Mr. Kevin Burr, Superintendent
511 E. Lee
Sapulpa, OK 74066

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

11. ASSIGNMENT. Neither party shall in any manner assign or transfer, in whole or in part, any obligation assumed or contemplated by this MOA without the prior written consent of the other party, which consent shall be within the other party's sole discretion.

12. ENTIRE AGREEMENT. This MOA constitutes the entire agreement between the parties with respect to the TKW Program collaborating with LEA to provide services to eligible LEA children

13. HEADINGS. The headings used in this MOA are for convenience and reference only and shall not be held to explain, modify, amplify or aid in the interpretation or construction of any of the provisions of this MOA.

IN WITNESS WHEREOF, the parties have executed and entered into this MOA.

APPROVED:

LEA:

Date _____
Superintendent

TK Wolf, Inc.

Date _____
Executive Director,

Sapulpa Board of Education

Date _____
President SBOE