

MEMORANDUM OF AGREEMENT
Between
WILLAMINA SCHOOL DISTRICT 30J ("WSD")
And
THE CONFEDERATED TRIBES OF THE GRAND RONDE
COMMUNITY OF OREGON
("TRIBE")

I. BACKGROUND

The WSD is a public entity serving students in Yamhill, Polk and Tillamook Counties. The WSD service area encompasses approximately two-hundred and fifty (250) square miles. The WSD provides education services for children entering kindergarten through 12th grade. There are three schools located within the WSD service area: Willamina Elementary School (K-5), Willamina Middle School (6-8) and Willamina High School (9-12).

The WSD's current student enrollment is 865 students in grades K-12. The Native student enrollment in the WSD is approximately 277 students which is just over 32 percent (%).

The Tribe is comprised of more than 25 tribes and bands including, Umpqua, Molalla, Rogue River, Kalapuya and Chasta Bands. The Tribe's federal recognition was terminated in 1954 pursuant to an Act of Congress, and its federal recognition was restored on November 22, 1983 pursuant to the Grand Ronde Restoration Act. The Restoration Act began the journey to rebuild the Tribal Community and three areas were given immediate priority: education, health and elder benefits and care. The Tribe is located in the unincorporated community of Grand Ronde in rural northwestern Polk County [Note- CTGR is also in Yamhill County] and within the boundaries of the WSD service area.

The Tribe consists of several departments and programs that provide services to its members and the community. The Tribe's Education Department consists of Administrative Services and 5 Programs: Early Childhood Education, Chinuk Wawa Education, Youth Education, Youth Enrichment, and Higher Education. The services delivered from these programs include: Pre School/Head Start including a Chinuk Wawa immersion classroom, a Kindergarten through 6th grade language immersion classroom, academic coaching and advising for K-12 students, a classroom teacher for WSD to provide Senior Advisory, Credit Recovery, Indigenous Studies, and Native Literature, curriculum specialist to guide curriculum implementation and provide professional development, after-School Programs for K-12 students, Native Club (middle and high school), Summer Enrichment Programs, Credit Recovery Program for grades 9-12, Youth Leadership, transitions to higher education, full library services, and Culture Preservation.

II. PURPOSE AND SCOPE

This Agreement formalizes an established collaborative relationship between WSD and the Tribe for the betterment of all children/youth attending school in the WSD. This Agreement outlines a process to identify and address the educational needs for the purpose of improving the academic achievement and success of the Native American students attending school within the WSD.

This Agreement is not intended to create financial obligations associated with respect to either party.

III. EFFECTIVE DATE AND PERIOD OF AGREEMENT

This Memorandum of Agreement is effective upon signature of the authorized officials of the Willamina School District 30J and the Confederated Tribes of the Grand Ronde Community of Oregon. The Agreement may be amended by agreement of the parties. The term of the Agreement is for five (5) years. Renewal of this Agreement shall require approval by the District, and the Tribe. If either party wishes to terminate this Agreement, written notice shall be given to the other party thirty (30) days in advance. This Agreement can be terminated by either party for any reason.

IV. POINTS OF CONTACT

The Tribe designates the Tribe's Education Department Manager as the point of contact for the Tribe and the Willamina School Board designates WSD Superintendent as the point of contact for the District on all matters as it relates to this Agreement. A communication plan will be developed to assist the Tribe and District with the flow of communication and information.

V. REVIEW

This Agreement must be reviewed on an annual basis in March of each year. The Superintendent and Education Department Manager will schedule these reviews for the term of the Agreement. The purpose of the review is to evaluate the needs of Native students in the WSD and to assess what services can be provided by the WSD and the Tribe to meet those needs. If necessary, amendments to the Agreement can be proposed. The following persons shall participate in the annual review: WSD Superintendent, and Tribe's Education Department Manager. The following may be invited to participate: all WSD Principals, Tribe's Education Department Program Managers, Tribe's Cultural Resources Department Manager, and others deemed necessary to discuss the needs of Native students in the WSD.

VI. ELEMENTS OF THE AGREEMENT

A. Information sharing: Both the WSD and the Tribe share a vested interest in maintaining and sharing student demographic information on a regular basis. This information sharing will facilitate successful outcomes for students. Both parties understand the confidential nature of student information and the need to protect such information.

The Tribe's Education Department agrees to solicit from each Native student within the WSD, a Release of Information ("ROI") and will provide WSD with the completed ROI prior to seeking individual student information. WSD agrees to provide to the Tribe, individual student information for each student in the WSD, for whom an ROI has been obtained and provided to WSD. WSD agrees to assist with the distribution of the ROI forms in the annual and new student registration packets for students. The WSD agrees to provide the Tribe, in September and June of each year, an updated list of students that have designated themselves as Native American, for which the WSD has received an ROI.

The Tribe and District agree to have quarterly contact meeting between school administrators and the Tribe's Youth Education Manager and the Tribe's Academic Advisors to discuss overall student needs and concerns.

B. Notification: The Tribe and WSD agrees to provide timely and written notification to each other of yearly calendars including school year calendars and closures and Tribal Government holidays and closures. The Tribe and WSD agrees to provide invitations to meetings, functions, and activities affecting the success of Native students in the WSD. Such meetings functions and activities include, but are not limited to Family Conferences, Open Houses, Graduation/Promotions, Elementary School PTSO, Willamina High School Care Team, Tribal Education Committee, Community Awareness Team, Title VI Parent Board Representation, Kindergarten Round Up and transitional activities, WSD and Tribe Parent Boards.

The Tribe agrees to provide timely and written notification of events, opportunities, and activities coordinated by the Tribe that are available for all youth. The Tribe agrees to make every effort to schedule all student events at times that will not interfere with their attendance in school. The WSD and the Tribe agree to work cooperatively to provide a variety of youth wellness and leadership activities for students.

C. IEP/504 Education Plans: WSD agrees to host transition meetings with the Tribe's Early Childhood Education Program and Chinuk Wawa Education Program for all graduates from Grand Ronde Head Start/Preschool and Chinuk Wawa Immersion Preschool who have been receiving services on an Individual Family Support Plan and for whom an ROI has been obtained and provided to WSD. The purpose of the meeting is to determine if the student qualifies for an IEP/504 plan and what services may be needed regardless of qualification. The meeting will also include the Tribe's Academic Advisor for Kindergarten students. Such meetings shall take place during the spring to allow sufficient time to prepare plans for student success the following school year.

The Tribe shall be invited to attend and participate in all IEP/504 meetings for Native students provided that an ROI and a “consent to invite” has been provided to WSD.

D. Middle School/High School Instruction: The Tribe agrees to provide an instructor to teach courses for Middle/High School studies in a variety of studies which may include, Guided Study, Shawash Studies (Indigenous Studies) and Chinuk Wawa language. WSD agree to allow employees from the Tribe to provide instructional services to students in the WSD and to communicate school events and activities to the instructors, such as family conferences and professional development opportunities available to them. The WSD agrees to provide adequate time and space for students to receive such instruction.

In April of each year, the Tribal Youth Education Program, Chinuk Wawa Education Program, and WSD High School and Middle School leadership will meet to discuss the instruction options and determine what instruction the Tribe will be able to commit to for the subsequent school year. A written instruction plan will be agreed upon prior to the start of the subsequent school year.

E. Academic Coaching and Advising: The Tribe agrees to provide Academic Coaching and Advising services for Native students in grades K-12. The WSD agrees to provide adequate time and space for students to receive such services. WSD agrees to allow access to student records including grades, test scores, progress reports, IEP plans etc. for each Native Student for which an ROI has been obtained and provided to WSD.

The Tribe and WSD personnel will work cooperatively to ensure students receive college and career information. Programs may include joint sponsorship for campus visits, shared chaperone activities and classroom activities and presentations. The WSD and Tribe agree to work cooperatively to ensure students and their families receive current information regarding federal and state financial aid programs and Tribal and outside agency scholarships. The Tribe agrees to organize and host at least one financial aid event each year open to the public.

F. Curriculum: The Tribe has developed curriculum for several grade levels and across different content areas. The Tribe will develop and make available curriculum for all grades K-8th grade as well as several content areas for High School. The curriculum was created because of the need for historically accurate and culturally relevant curriculum in Oregon schools about Oregon Native Americans. The WSD agrees to fully implement the Tribe’s curriculum with the following implementation schedule:

Year 1 of the Agreement (School Year 2022-2023): Fully implement the Tribe’s curriculum in grades 4th, 8th, & one subject area for High School.

Year 2 of the Agreement (School Year 2023-2024): Fully implement the Tribe’s curriculum in grades Kindergarten, 6th grade and one additional subject area for High School.

Year 3 of the Agreement (School Year 2024-2025): Fully implement the Tribe’s curriculum in grades 2nd, 7th, and one additional subject area for High School.

Year 4 of the Agreement (School Year 2025-2026): Fully implement grades 1st, 3rd, and 5th.

The WSD agrees to have fully implemented curriculum in all grade levels and 3 subject areas for High School by the conclusion of year 4 of the Agreement. The WSD agrees to use the curriculum as provided by the Tribe without revision, unless approved by the Tribe. The Tribe agrees to be a resource for materials and information. The WSD also agrees to include a set of Tribally developed books in each school library. The Tribe agrees to provide the books.

G. Professional Development: The Tribe and WSD agree that successful implementation of the curriculum includes a component of professional development for WSD employees that centers on Tribal History, culture and customs. The Tribe agrees to provide such professional development with the Tribe's Annual Education Summit and specific professional development directly provided to the WSD. The WSD agrees to have at a minimum, one representative from each grade level within the WSD in attendance at the annual Education Summit. In addition, the WSD will provide at a minimum of once per school year, to its employees, the opportunity for professional development as it relates to the Tribe. The Tribe agrees to provide a minimum of one professional development to the WSD per school year. This professional development will enhance the relationship between the Tribe and WSD and create a foundation and context for the curriculum instruction.

H. Native Club: The Tribe shall sponsor a Native Club for all students in grades 6-12 that desire to participate. The WSD agrees to treat the club in the same manner as all school clubs and organizations and provide time and space for the club to meet and conduct events.

I. Chinuk Wawa Education Program: The WSD acknowledges the value of the Tribe maintaining its languages and associated cultures. Further, the WSD is aware of the existing Chinuk Wawa Education program and has acknowledged its benefits in terms of academic preparedness and self-esteem. The WSD and the Tribe commit to working cooperatively to assure the continuation of Chinuk Wawa educational opportunities for students in the WSD.

K-6th Grade Immersion: The Chinuk Wawa Education Program agrees to provide an opportunity for students in grades K-6th grade to participate in immersion studies during a portion of their school day. The WSD agrees to allow WSD students to participate in this opportunity. In May of each year, the WSD Elementary School and Tribe's Chinuk Wawa Education Program will meet to discuss the facilitation of such instruction. Such a plan shall be written and agreed upon prior to the beginning of the subsequent school year.

As noted in section D above, the Tribe agrees to provide Chinuk Wawa instruction to middle and high school students in the WSD. The WSD agrees to provide a space and opportunity for students to receive such instruction.

J. Summer School Enrichment: The WSD and Tribe agree to work together to facilitate the Summer School Program for Native students requiring credit recovery.

K. Student Transition: The WSD and the Tribe agree to work together and participate in coordinated efforts and attend trainings designed to improve transitions for Native students attending school in the WSD. WSD administrator and the Tribe's academic advisors shall meet in April and August of each year to discuss transitions events and programs within the Tribe and District. The WSD and Tribe agree to provide transition activities for students in the following categories:

- Preschool - Kindergarten
- 5th Grade to 6th Grade
- 8th Grade to 9th Grade
- High School to Career/Higher Education

L. Student Progress and Assessment: The WSD agrees to separate test scores for Native students for all grade levels. The Tribe and WSD agree to review the aggregate test scores jointly each school year for all grade levels for purposes of identifying accomplishments, outlining plans of action for academic achievement below expectation and setting goals for the upcoming year.

Tribal Academic Coaches and Advisors shall be allowed access to student progress and assessment data for which they have obtained an ROI and provided such to the WSD.

M. WSD In-Service/Professional Development: The WSD will invite the Tribe to participate in the annual before school In-Service occurring in August of each year. The Tribe agrees to provide information on Tribal services for Native students in the WSD. The WSD will require all employees to participate in an introductory in-service approximately 90 minutes in length on Tribal Government, History & Culture. The Tribe agrees to provide such in-service training at least once per year. The objective of the in-service is to provide awareness of the Tribe, identify potential barriers faced by many Native students, and tools that can be used to support Native American student success.

VII. WSD PROJECT FUNDING

A. Funding: The Tribe and the WSD have an interest in improving the quality of education for all students of the District. As such, the Tribe agrees to make available up to \$20,000 to the WSD for the purpose of funding a WSD project for a specified calendar year. The availability of funds shall be contingent upon the Tribe's approval of such funds through its annual budget process. The WSD will be notified in January of each year as to whether the funds will be made available for the current calendar year.

B. Projects: Such funding shall be made available for projects to enhance the learning environment and educational opportunities for all students of the WSD. Such projects may include, but are not limited to: updating text books, enhancing educational materials, or the purchase of minor school equipment.

C. Project Review Committee: A review committee shall be established for the purpose of reviewing and commenting on the WSD proposed project. The members of the review committee shall consist of the Education Department Manager, Youth Education Program Manager, Chinuk Wawa Program Manager, and member of the Tribe's Education Committee, Cultural Education Department Manager, and Members of the Tribal Council will also be invited to participate. The WSD shall present a proposed project and budget to the review committee for comment and review. If approved, the funds will be made available must be utilized within the calendar year for which they are granted. The WSD shall report to the review committee the outcome of the year's project and/or impact on services provided to students.

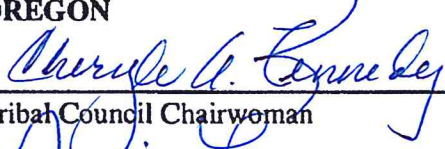
D. Accounting of Funds: As a condition of receiving project funding, the WSD agrees to provide the Tribe with a list of accounting as to how the funds were utilized and agrees to provide the Tribe with access to information regarding the expenditure of such funds.

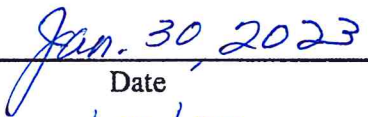
VIII. TITLE VII INDIAN EDUCATION PROGRAM

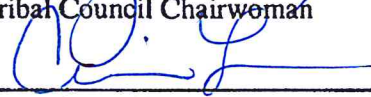
The WSD may administer a Title VII Indian Education Program to ensure service delivery to Native American students attending school within WSD boundaries. The goals of the Title VII Indian Education Program are to promote academic excellence, facilitate culturally appropriate materials and activities and educate students about the history and culture of local and Oregon Tribes. The Tribe must be invited to attend and participate in any planning for Title VII funds and have an opportunity for input. Request to approve plans, must be provided at least 14 days before approval is needed to allow ample time to review the plan.

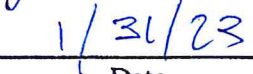
IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the effective date.

CONFEDERATED TRIBES OF THE GRAND RONDE COMMUNITY OF OREGON

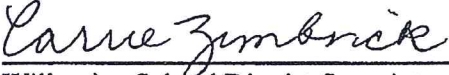

Tribal Council Chairwoman

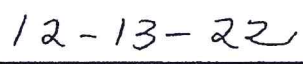

Date


Executive Officer

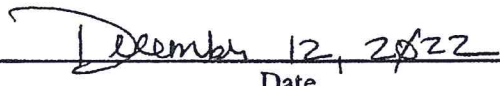

Date

WILLAMINA SCHOOL DISTRICT 30J


Willamina School District Superintendent


Date


Willamina School Board Chairperson


Date