

THE NATIVE AMERICAN RIGHTS FUND

INDIAN EDUCATION LEGAL SUPPORT PROJECT

"Tribalizing Indian Education"

Cooperative Agreements in Indian Education



October, 1998

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October, 1998

**THE NATIVE AMERICAN RIGHTS FUND
INDIAN EDUCATION LEGAL SUPPORT PROJECT**

Cooperative Agreements in Indian Education

INTRODUCTION

These materials are a compilation of voluntary cooperative agreements among federal, public, and tribal schools and between Indian organizations regarding various Indian education matters as of October 1, 1998. The agreements are voluntary because, while federal, state, and tribal laws may authorize such agreements, no law requires them. The materials are intended to be a general resource for tribal, state, and federal officials, schools, and other interested persons. For further information and reference about Indian education law and policy and the rights and roles of tribal governments in education, please see the first three sets of materials under this project dated October, 1993, October, 1994, and October, 1997. None of these materials is intended to be legal advice for any particular tribe. Tribes should consult their legal counsel for specific advice about the existence and scope of their sovereign authority in education.

The Native American Rights Fund's Indian Education Legal Support Project, "*Tribalizing Indian Education*," is supported by a grant from the W.K. Kellogg Foundation to build the capacity of Indian tribes to control education and improve student academic performance.

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INDIAN EDUCATION LEGAL SUPPORT PROJECT

Cooperative Agreements in Indian Education

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NATIVE AMERICAN RIGHTS FUND
INDIAN EDUCATION LEGAL SUPPORT PROJECT
EXECUTIVE SUMMARY

The Native American Rights Fund

The Native American Rights Fund (NARF) is the national legal defense fund for American Indian and Alaska Native tribes. Founded in 1970, NARF concentrates on bringing cases and reforming laws that are of major importance to a great many Native people. NARF has been consistently at the forefront of issues and developments in Indian law in areas such as Indian treaty rights to land and water, Native religious freedom rights, and the rights of tribes as sovereign governments including tribal rights in education.

The NARF Indian Education Legal Support Project - Tribalizing Indian Education

NARF historically has represented Indian clients on a variety of education issues. Most recently, NARF has represented the Rosebud Sioux Tribe of South Dakota in establishing a precedent-setting tribal education code and implementing that code through a tribal education department. As a result of its success with the Rosebud Sioux Tribe, NARF started a new project funded by the Carnegie Corporation of New York and the W.K. Kellogg Foundation. The project advances Native American education by emphasizing the legal rights of tribes to control the formal education of tribal members in all types of schools -- federal, state, and tribal.

NARF seeks to "tribalize" formal education through developing tribal education laws and reforming state and national Indian education legislation. Tribal education laws are essential to effective tribal control of education, yet few tribes have such laws. Tribal laws are essential to defining each tribe's education rights and goals. Tribal laws are essential to delineating the forum and process for establishing tribal and non-tribal government-to-government relationships and working agreements on common education issues and goals.

The Need is Evident but Affirmative Steps Must Be Taken

Indian tribes are sovereign governments just as their state and federal counterparts. Many federal reports and some federal and state laws have focused on Indian education problems. Some reports and laws have pointed out the need to increase the role of tribal governments to address the problems. But instead of requiring active tribal government involvement, most federal and state education programs and processes circumvent tribal governments and maintain non-Indian federal and state government control over the intent, goals, approaches, funding, staffing, and curriculum for Indian education. And there are no effective programs to establish tribal education codes or operate tribal education departments.

The three sovereign governments in this country have a major stake in Indian education. Common sense dictates that tribal governments have the most at stake because it is their children, their most precious resource, and their future for perpetuating the tribe. Some progress has been made because of Indian education programs, Indian parent committees, Indian school boards, and tribally-controlled colleges. Some progress has been made through a measured amount of tribal control and input under laws that include the Indian Education Act of 1988, the Indian Self-Determination and Education Assistance Act of 1975, the Elementary and Secondary Education Act of 1965, and the Impact Aid Laws of 1950.

Conclusion

More direct tribal control is needed, and more direct control is the next logical step for many tribes. Federal reports and recommendations call for partnerships between tribes and state schools, tribal approval of state education plans, and tribal education codes, plans, and standards. Tribal control of education is a fact of life in a small number of tribes and more tribal communities want to assume this control. But tribes have been denied this opportunity and responsibility and have been "out of the loop" for decision-making and accountability. For Indian education to succeed, federal and state governments must allow tribes the opportunity to regain control and make decisions, be accountable, and help shape their children's future and their own future as tribes. NARF intends to ensure that tribes gain the legal control over education that they deserve as sovereign governments and that they must have for Indian education success.

THE NATIVE AMERICAN RIGHTS FUND
INDIAN EDUCATION LEGAL SUPPORT PROJECT
Cooperative Agreements in Indian Education

**GOALS OF THE PROJECT - TRIBALIZING
INDIAN EDUCATION**

1. To promote sovereign tribal rights and responsibilities in education, including the government-to-government interactions of tribal governments with the federal and state governments;
2. To increase the number of tribal governments that assess their education situation, develop education goals, and exercise sovereign rights through developing and implementing tribal education laws, tribal education standards, and tribal education plans;
3. To increase the number of tribal governments that take more education responsibility, control, and accountability;
4. To assist the federal and state governments in increasing their government-to-government education work with tribal governments and in monitoring that increase within their federal and state agencies and federal and state funded education programs; and,
5. To assist tribes in reforming federal and state Indian education laws and policies and in passing new laws and adopting new policies which enable tribal decision-making, ensure access to resources, and enhance other improvements in Indian education.

THE NATIVE AMERICAN RIGHTS FUND
INDIAN EDUCATION LEGAL SUPPORT PROJECT
Cooperative Agreements in Indian Education

SUMMARIES OF COOPERATIVE AGREEMENTS

- A. Cheyenne-Eagle Butte School Cooperative School Agreement** (Boarding school and public school establish a Combined School Board to address matters of budget and finance, personnel, curriculum, transportation, and student rights)

Cheyenne-Eagle Butte School is a grades K-12 cooperative boarding school located on the Cheyenne River Indian Reservation and operated by the Bureau of Indian Affairs and a public school district. Eagle Butte School District is a public school district under the laws of the State of South Dakota.

The Cheyenne-Eagle Butte School and the Eagle Butte School District have, by cooperative agreement, established a Combined School Board to address matters of budget and finance, personnel, curriculum and school activities, transportation, and student rights, grievances, and expulsion in their schools.

The Combined Board consists of fourteen members, seven from each school board. The school boards separately retain certain authority over all of these matters as well as their facilities, property, materials, and supplies.

- B. Memorandum of Agreement Between the Turtle Mountain Band of Chippewa and the Dunseith Indian Community School, Inc. (Dunseith Public School District #1)** (BIA school and public school operate the public school)

Dunseith Indian Community School is a grades K-8 day school located on the Turtle Mountain Chippewa Indian Reservation and operated by the Bureau of Indian Affairs. Dunseith Public School District #1 is a public school district under the laws of the State of North Dakota.

The Dunseith Indian Community School, the Turtle Mountain Band of Chippewa Indians, and the Dunseith Public School District have entered into a cooperative agreement to operate the Dunseith Public School, grades K-12. The agreement addresses matters such as funding, budget and finance, planning, personnel, student participation in education programs, the development of programs, curriculum, education standards, accreditation, facilities, property and equipment, special education, student rights, and student records.

- C. Turtle Mountain Community School Cooperative Agreement** (BIA and public school operate the BIA school)

The Turtle Mountain Community School is a grades K-8 Cooperative Day School located on the Turtle Mountain Chippewa Indian Reservation and operated by the Bureau of Indian Affairs and a public school district. The Belcourt School District #7 is a public school district under the laws of the State of North Dakota.

The Turtle Mountain Community School and the Belcourt School District #7 have entered into a cooperative agreement to operate the Turtle Mountain Community School and provide educational services within the Belcourt School District. The agreement addresses matters such as personnel, student participation in education programs, the development of programs, funding, budget and finance, education standards, curriculum, school policies, accreditation, facilities management, special education, student rights, and student records.

D. Memorandum of Agreement Between the Keams Canyon Boarding School and the Hopi Junior / Senior High School (Boarding school and day school address student transportation by buses)

Keams Canyon Boarding School is a grades K-6 Cooperative Boarding School located on the Hopi Reservation and operated by the Bureau of Indian Affairs and a public school district. Hopi Junior / Senior High School is a grades 7-12 junior and senior high day school operated by the Bureau of Indian Affairs.

Keams Canyon Boarding School and Hopi Junior / Senior High School have entered into a cooperative agreement regarding student transportation by buses of both schools.

E. Interlocal Agreement for Educational Services Between the Ferndale School District #502 and the Lummi Tribal Schools (Grant school and public school address funding and provision of education for grant school students)

The Lummi Nation operates the Lummi Tribal School System, grades K-12, as Grant Day Schools. Ferndale School District #502 is a public school district under the laws of the State of Washington.

The Lummi Tribal Schools and the Ferndale School District #502 have entered into a cooperative agreement to enhance educational services and opportunities for students in both schools. Under state law, tribal school students may be enrolled in a public school district for purposes of state basic education apportionment funding. This cooperative agreement establishes the amount and method of distributing the funding, and how the funding may be used. It also addresses matters of enrollment reporting, attendance, student discipline, transportation, education program requirements, special education, personnel, budget and finance, insurance, and monitoring of and dispute resolution under the agreement.

F. Financial Understanding Between the Salt River Pima-Maricopa Indian Community and the Mesa Public Schools, 1991-1992 School Year (Tribe and public school address funding a pilot education program for at-risk tribal students)

The Salt River Pima-Maricopa Indian Community is a federally-recognized Indian tribe. The Mesa Unified School District #4 is a public school district under the laws of the State of Arizona.

The Tribe and the Mesa Public School District #4 entered into a cooperative agreement establishing a pilot education program for up to sixty at-risk tribal students. The School District turns over funding to the Tribe's Education Department in exchange for the Tribe educating the students in accordance with the District's curriculum. Student disciplinary policies and processes are also addressed in the agreement.

G. Interdistrict Cooperative Contract for the Native American Consortium (Public schools form an interdistrict consortium to develop and administer a Native American Program)

Eugene, Bethel, Fern Ridge, Lowell, Creswell, and Junction City School Districts are public school districts under the laws of the State of Oregon. The Districts have by cooperative agreement established an Interdistrict Native American Education Consortium to develop a Program to meet the needs of their Native American students. Under the agreement, the Districts must identify Native American students and provide that information to the Program, disseminate Program information, and allow the Program access to their facilities and equipment.

H. Cooperative Sponsorship of an Activity (Tribal schools cooperatively sponsor boys and girls track teams)

Mandaree Day School and White Shield Schools are grades K-12 Grant Schools of the Three Affiliated Tribes of the Fort Berthold Indian Reservation. They have received approval from the North Dakota High School Activities Association for cooperative sponsorship for three years of boys and girls track teams.

I. Cooperative Service Unit Agreement (BIA, Cooperative Day, and Contract Schools address special education funding and services)

Dunseith Indian School is a grades K-8 Day School operated by the Bureau of Indian Affairs. Turtle Mountain High School is a grades 9-12 Cooperative Day School. Turtle Mountain Elementary School is a grades K-5 Cooperative Day School. Turtle Mountain Middle School is a grades 6-8 Cooperative Day School. Ojibwa Indian School is a grades K-8 Contract Day School. The Belcourt School District #7 is a public school district under the laws of the State of North Dakota.

These BIA-funded or operated schools located on the Turtle Mountain Chippewa Indian Reservation have entered into a cooperative agreement with the Turtle Mountain Band of Chippewa Indians' Special Education Department. The agreement lists the shared special education services among the schools, and places the schools' Individuals with Disabilities Education Act funding into a single grant with the Belcourt School District #7 as the administrator / fiscal agency of the grant.

J. Memorandum of Cooperative Agreement between the National Congress of American Indians and the National Indian Education Association (National Indian organizations formalize their relationship on Indian education matters)

The National Congress of American Indians (NCAI) is the oldest and largest organization of Indian tribes. The National Indian Education Association (NIEA) is the largest Indian membership organization.

NCAI and NIEA, by cooperative agreement, have formalized their relationship to jointly exchange and disseminate information, develop organizational positions, and plan and coordinate activities about Indian education.

THE NATIVE AMERICAN RIGHTS FUND
INDIAN EDUCATION LEGAL SUPPORT PROJECT
Cooperative Agreements in Indian Education

COOPERATIVE AGREEMENTS

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A.

Cheyenne-Eagle Butte School Cooperative School Agreement (Boarding school and public school establish a Combined School Board to address matters of budget and finance, personnel, curriculum, transportation, and student rights)

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CHEYENNE-EAGLE BUTTE SCHOOL COOPERATIVE SCHOOL AGREEMENT

This agreement entered into the 14th day of April, 1997, between the Bureau of Indian Affairs, Cheyenne River Agency Education Office, Cheyenne-Eagle Butte 95-561 School Board hereinafter referred to as "Agency" and the Eagle Butte School District 20-1, Dewey County, South Dakota hereinafter referred to as "District" is authorized by 25 U.S.C.13 IN ACCORDANCE WITH 25 U.S.C. 295, 25 C.F.R. 31.1-31.3, 33.4 (a) and South Dakota Compiled Laws 13-15-7.

Pursuant to these provisions, THE PARTIES HERETO AGREE TO THE FOLLOWING GENERAL PROVISIONS:

1. The Agency and District agree that this contract and provisions herein shall constitute an agreement for the education of both elementary and secondary school pupils of the District and the Agency in which both Federal and District funds, facilities, equipment and other property shall be utilized.
2. This agreement shall be effective during the 1997/98 school year, beginning July 1, 1997, and ending June 30, 1998.
3. If there is to be a renewal of this agreement, it shall be agreed upon by the April Cooperative Board Meeting, preceding the school year to which it shall apply. If no agreement can be reached satisfactory to the parties herein within sixty (60) days after the April meeting, no relationship shall exist between said parties.
4. The provisions of this agreement are conclusive and define the full extent of each parties rights, duties, and obligations hereunder. A material violation of any provision of this agreement by either of the parties shall give the non-breaching party a right of termination of the rights and obligations contained herein.
5. If a material violation occurs, this cooperative agreement cannot be terminated until the end of the cooperative agreement period. This would allow both parties time to reach a mutual agreement or to rectify the violation prior to entering into another cooperative agreement.
6. This agreement is subject to modification by mutual written consent of the parties hereto.

COOPERATIVE AGREEMENT 1997-98

THE PARTIES FURTHER AGREE TO THE FOLLOWING SPECIAL PROVISIONS:

7. The Agency and District shall agree to select the 95-561 School Supervisor and the District Superintendent to serve under the Combined 95-561 Board and District Board conducting the official school business sitting as one Board. The Waiver of Indian Preference for the position of 95-561 School Supervisor shall be the sole authority of the 95-561 Board. The line of authority and delegated duties shall be as prescribed on the attached managerial chart.

a. The Combined Board shall be responsible for school administration and shall establish all rules and regulations, and policies.

b. The Combined Board shall direct all expenditures of funds from whatever source, with the exception that each respective Board shall be responsible for the legal expenditures of funds received by the respective entity. The 95-561 School Supervisor shall be responsible for Agency legal obligations. The District Superintendent shall be responsible for District legal obligations.

c. The 95-561 School Supervisor shall be responsible for the physical maintenance, operation, and upkeep of the Agency facilities. The District Superintendent shall be responsible for District 20-1 facilities.

d. The Combined Board shall be responsible for selection, establishment, and supervision of the school curriculum in a manner that satisfies Title XI of Public Law 95-561, Federal Regulations published in accordance with this Law, and South Dakota Codified Laws.

e. The 95-561 School Supervisor/District Superintendent shall be responsible for the acquisition, management, control, and distribution of all property, materials and supplies purchased from Agency/District funds needed for operation of the school. They shall expend such funds in accordance with the approved budgets of each respective Board.

f. The Combined Board shall exercise authority, through the 95-561 School Supervisor/District Superintendent, on all school activities and functions that affect students. Daily supervision of all personnel in the school shall be exercised by the 95-561 School Supervisor/District Superintendent subject to Bureau regulations, State Laws, and established Combined Board policies.

g. Each entity, Agency and District shall, under an established Combined Board Transportation Plan, be responsible for the transportation of students to and from school by Agency and District vehicles. Each entity shall be responsible for their respective vehicle maintenance and employment of drivers.

COOPERATIVE AGREEMENT 1997-98

h. The 95-561 School Supervisor shall be responsible for operation of the Dormitory and Agency Dining facilities. The District Superintendent shall be responsible for the operation of the District Dining facility.

i. Health Services shall be procured from the appropriate source: School Nurse, Indian Health Service, and other sources available to the District or Agency.

j. Administration of all extra-curricular activities, athletics, or special activities shall be under the direct supervision of the Assistant Principals or as delegated to the Activities Director. Coaching duties shall be considered duties beyond the scope of the Agency or District employees regular teaching contract.

k. The Students Rights and Responsibilities Code shall comply with all applicable laws. (Students expulsion shall be by authority of the Combined Board. Changes in the Students Rights and Responsibilities Code shall be by approval of the Combined Board. Students records will be kept in accordance with 34 CFR, Part 99, "Family Educational Rights & Privacy", as published in the Federal Register, Vol. 60, No. 10, Tuesday, January 17, 1995.)

8. The Combined Board shall sit as one Board to review and approve all certified personnel and coaches. The Combined Board shall sit as one Board to review the Agency/District budgets. Legal matters of each entity shall be approved by the respective Board, or as delegated to the 95-561 School Supervisor/District Superintendent.

9. The Combined Board shall meet at the time and place to be set by the Combined Board. All Board members may take part in discussion of all Board business, but voting on District bills, District personnel action, and District expenditures shall be voted on by the District Board members as a matter of legality. The 95-561 Board members shall vote on financial or personnel matters pertaining to the Agency School and both Boards sitting as the Combined Board shall vote on all policy matters.

The 95-561 School Supervisor/District Superintendent shall represent the school when the Combined Board is in session, and will attend all regular and special meetings of the Combined Board.

10. Policies affecting the student body shall be jointly discussed and approved by the Combined Board.

COOPERATIVE AGREEMENT 1997-98

11. Any and all revenue of the District, as budgeted by the District, after deduction of the cost of providing educational services for Ridgeview School, shall be expended by the district as approved during budget hearings on the Cheyenne-Eagle Butte School. Any and all revenue of the Agency, as budgeted by the Agency, shall be expended by the Agency as approved, in accordance with Bureau of Indian Affairs regulation. The 95-561 School Supervisor/District Superintendent shall make available the respective budgets.

a. The District funds mentioned herein shall be expended in accordance with the established operational plans and budgets of District 20-1.

b. The Agency's funds mentioned herein shall be expended in accordance with the established operational plans and budgets of the 95-561 School Board.

12. The District/Agency is charged with the affirmative duty of applying for and making available for expenditure of those funds for which it may be eligible for under State or Federal Law. The funds so obtained shall be considered by the Combined Board in establishing the amount of each respective operating budget. All funds obtained from said source shall be expended for school operations during the school term for which they were sought. In the event a surplus exists at the end of a school term, the surplus shall be identified, reported, and obligated in accordance with applicable law. Applications for funds obtained throughout the District/Agency school shall be presented to the Combined Board for review, comments, and recommendations.

Upon receipt of any documents from State or Federal sources approving or disapproving financial assistance in the form of contracts, grants, or other funds, said information shall be presented to the Combined Board as an assistance in total school planning and budgeting.

The monthly financial reports of the District/Agency will be made available to the combined Board by the respective representative.

No distinction shall be made between Indian and Non-Indian students in the receipt of general educational services at the Cheyenne-Eagle Butte School, provided, that nothing in this agreement shall in any way preclude provisions of specific programs to Indian or Non-Indian children in accordance with tribal, state, or federal law.

13. No distinction shall be made between employees of the Agency and the District in any matter pertaining to employment at the Cheyenne-Eagle Butte School with the provisions that any law pertaining to Indian preference shall be given full force and effect.

14. Official representatives of the Divisions of Elementary and Secondary Education of the State of South Dakota, CRST Council Members, and the Bureau of Indian Affairs are encouraged and invited to visit the school at any time for observation, consultation, or evaluation.

COOPERATIVE AGREEMENT 1997-98

C E R T I F I C A T I O N

I, the undersigned, as Chairperson of the Cheyenne-Eagle Butte 95-561 School Board, certify that the Cheyenne-Eagle Butte Cooperative Agreement for the School Year 1997/98 was reviewed at a duly and regularly called meeting on the 14th day of April, 1997, and that said Agreement was duly adopted at such meeting by an affirmative vote with all approving.

[Signed by Bertha Chasing Hawk]
Bertha Chasing Hawk, Chairperson
Cheyenne-Eagle Butte 95-561 School Board

ATTEST:

[Signed by Gerald Stapert]
Gerald Stapert
95-561 School Supervisor
Cheyenne-Eagle Butte
Bureau of Indian Affairs

C E R T I F I C A T I O N

I, the undersigned, as Chairperson of the Eagle Butte School District 20-1 School Board, certify that the Cheyenne-Eagle Butte Cooperative Agreement for the School Year 1997/98 was reviewed at a duly and regularly called meeting held on the 14th day of April, 1997, and that said agreement was duly adopted at such meeting by an affirmative vote with the majority approving.

[Signed by Pauline Webb]
Pauline Webb, Chairperson
Eagle Butte School District 20-1
School Board

ATTEST:

[Richard Tays]
Richard Tays, Superintendent
Eagle Butte School District 20-1

COOPERATIVE AGREEMENT 1997-98

C E R T I F I C A T I O N

I, the undersigned, as Chairman of the Cheyenne-Eagle Butte Cooperative School Board, certify that the Cheyenne-Eagle Butte Cooperative Agreement for the School Year 1997/98 was reviewed at a duly and regularly called meeting held the 14th day of April, 1997, and that said Agreement was duly adopted at such meeting by an affirmative vote with all approving.

[Signed by Roxee Mortenson]

Roxee Mortenson, Chairperson
Cheyenne-Eagle Butte Cooperative
School Board

CONCURRENCE

Greg Bourland, Chairman
Cheyenne River Sioux Tribe

[Signed by Dr. Cherie Farlee]
Dr. Cherie Farlee
Education Line Officer
Cheyenne River Education Agency

Dr. Dennis Fox
OIEP Administration

CHEYENNE-EAGLE BUTTE COOPERATIVE SCHOOL BOARD POLICIES

The coordination of the Cheyenne-Eagle Butte School is UNDER DIRECTION OF THE CHEYENNE-EAGLE BUTTE COOPERATIVE SCHOOL BOARD (hereinafter called the CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD) made up by the Bureau of Indian Affairs, with a school board consisting of seven (7) members from the 95-561 board and seven (7) members from the Public School Board, District 20-1. Eight (8) members shall constitute a quorum for meeting purposes.

The officers of the CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD shall be a Chairperson, 1st Vice-Chairperson, and 2nd Vice-Chairperson. A Chairperson, 1st Vice-Chairperson, and 2nd Vice Chairperson, for the CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD will be selected from the two boards with the annual election of the Board Officers to be held in December of each year.

The Chairperson shall preside at all meetings of the CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD. Except as otherwise authorized by resolution of CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD, the Chairperson shall sign all documents or other instruments, shall submit such recommendations and information as he/she may consider proper concerning the business affairs and policies of the CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD. The Chairperson may vote on all issues.

The 1st Vice-Chairperson shall perform the duties of the Chairperson in the absence of the Chairperson.

Should the office of 2nd Vice-Chairperson become vacant the CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD shall select a successor from its membership at the next regular meeting.

The CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD may recommend employment of such certified personnel and coaches to the APPROPRIATE HIRING BOARD as it deems necessary to carry out its powers, duties and functions as prescribed by law and CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD resolutions.

Monthly meetings shall be held on the second Monday of every month at 8:00 P.M. The CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD will meet at the Upper Elementary School Library. The 95-561 BOARD SHALL MEET AT 5:30 P.M., AND THE 20-1 BOARD SHALL MEET AT 6:30 P.M., ON THE SAME NIGHT TO TAKE ANY ACTION PERTINENT TO THEIR RESPECTIVE LEGAL RESPONSIBILITIES. THE CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD AGENDA SHALL BE PREPARED BY THE 20-1 DISTRICT SUPERINTENDENT AND THE 95-561 SCHOOL SUPERVISOR ONE (1) WEEK PRIOR TO THE REGULAR MONTHLY MEETING.

COOPERATIVE POLICIES 1997-98

Special meetings: The Chairperson of the CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD may when he/she deems it expedient and shall upon written request of four (4) members of the CHEYENNE-EAGLE BUTTE BOARD call a special meeting of the CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD for the purpose of transacting any business designated in the call. Actual notice must be given at least twenty-four (24) hours prior to the time of such special meeting. At such special meeting no business shall be considered other than designated in the call.

The preceding process will be used in the event that a meeting is cancelled.

QUORUM:

EIGHT (8) CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD members shall constitute a quorum for the purpose of conducting its business and exercising its powers and all other purposes but a smaller number may adjourn. No affirmative action may be taken without the concurrence of EIGHT (8) CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD MEMBERS at any regular or special board meeting.

The 95-561 SCHOOL SUPERVISOR AND THE DISTRICT 20-1 SUPERINTENDENT or his/her representative, all Principals and the Activities Director are required to attend all regular meetings of the CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD.

PERSONNEL:

The CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD will adopt the personnel policies of the Eagle Butte School District 20-1 and the Bureau of Indian Affairs.

The CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD retains the right to make recommendations for any personnel policy changes they view necessary for the successful operation of the Cheyenne-Eagle Butte School system.

The CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD may request a review of applicants for administrative staff.

The ADMINISTRATION RECOMMENDS ALL CERTIFIED STAFF THROUGH THE CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD TO THE APPROPRIATE HIRING BOARD.

The CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD will be informed by administration of personnel grievances after the grievances have gone through proper administrative channels.

CURRICULUM:

The CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD will review the curriculum developed by the staff for grades K through 12 for the following school year.

COOPERATIVE POLICIES 1997-98

ADMINISTRATION will make recommendations for changes or additions to the curriculum to the CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD. All major changes or additions must be approved by the CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD prior to their implementation.

FACILITIES:

The CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD shall work with the administration to develop a policy for the use of all school facilities for instructional, extra curricular and community activities.

CALENDAR:

The CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD will review and approve a school year calendar when presented by the administration.

GRIEVANCE:

In the event of a student grievance/appeal the CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD WILL ACT AS THE FINAL AUTHORITY WITHIN THE SCHOOL SYSTEM.

THE CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD WILL SERVE, AS THE HEARING BOARD FOR LONG TERM SUSPENSION (over ten (10) days) AND EXPULSION.

BUDGET:

The APPROPRIATE BOARD, 95-561 or 20-1, BASED ON LEGALITIES PECULIAR TO THEIR RESPECTIVE FUNDING AGENCIES WILL SUBSEQUENTLY BE RESPONSIBLE FOR EXPENDING THOSE FUNDS.

ANNUAL BUDGET PLANS WILL BE REVIEWED AND DISCUSSED BY THE CHEYENNE-EAGLE BUTTE COOPERATIVE BOARD.

C E R T I F I C A T I O N

This agreement is entered into on this 14th day of April, 1997 by the Eagle Butte District 20-1 and by the 95-561 Cheyenne Eagle Butte School Board and shall be in force and effect after same is signed by the Chairperson of each school board.

ATTEST:

Cheyenne-Eagle Butte 95-561
School Board

Eagle Butte School District
20-1 School Board

[Signed by Bertha Chasing Hawk]
Chairperson

[Signed by Pauline Webb]
Chairperson

B.

**Memorandum of Agreement Between
the Turtle Mountain Band of Chippewa and
the Dunseith Indian Community School, Inc.
(Dunseith Public School District #1)**

(BIA school and public school operate the public school)

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MEMORANDUM OF AGREEMENT
BETWEEN THE
DUNSEITH INDIAN DAY SCHOOL
AND THE
DUNSEITH PUBLIC SCHOOL DISTRICT NO. 1

This agreement entered into this 15th day of April, 1998, by and between the Dunseith Indian Day School, a Bureau of Indian Affairs K-8 operated school, hereafter referred to as the Day School, and the Dunseith Public School District #1, hereafter to as the Public School, is authorized by 25 USC 452-454, 25 USC 13 and 2001-2019; 31 USC Sec. 6305; 25 CFR 31, 32 and 39; P.L. 99-228, NDCSC 15-29-08 (General powers of the school board), NDCSC 15-40.2-11; Article IX (a) of the Turtle Mountain Constitution and By-Laws which empowers the Tribal Council with the authority to represent the Band and to negotiate with the Federal, State, and local governments and with private persons(s); and, supported by the Turtle Mountain Band of Chippewa tribal resolution number TMBC 815-04-98.

The Day School and the Public School share a common interest to educate all K-8 students who reside in the western half of the Turtle Mountain Chippewa Reservation in North-Central North Dakota where 100% of the students who attend the Day School are Native American, and over 90% of the students who attend the Public School are Native American.

Pursuant to these provisions and in consideration for the Native American students, K-8, residing within the service area of the Day School and the Dunseith Public School, the parties expressly agree to the following conditions for the year beginning July 1, 1998, and ending at a time agreeable to both parties.

1. The Day School and the Public School agree that these provisions hereof shall constitute an agreement for the joint operation of an elementary/middle school (grades K-8) education program for all students in attendance are of the Dunseith Public School and the Dunseith Day School, Dunseith, North Dakota.
2. The Day School shall contribute to the cost of the operation of the school in the accordance with the allotment of Bureau funds for that purpose and shall use other such funds that may become available for the purpose of educating K-8 children.
3. The Public School shall contribute to the cost of the operation of the school an amount received by the District under the State Foundation Aid program, P.L. 81-874, tuition Apportionment, and other Federal, State, or District funds allocated for all children involved. Said funds shall be expended by the District staff and for the overall operation of said school.

4. The Public School shall comply with the requirements 34 CFR 222.81 (Free Public Education) for all students claimed by the District and shall have sole financial responsibility for those students. Students claimed for Impact Aid(P.L. 81-874) funding shall not be counted for ISEP funding.
5. The Day School and the Public School shall comply with 25 CFR Part 39 (Indian School Equalization Program) for all students claimed by the BIA and shall have sole financial responsibility for those students. Students claimed for ISEP funding shall not be counted for Impact Aid (P.L. 81-874) funding.
6. The Day School and the Public School agree that all Bureau and School District funds will be made known and a budget shall be prepared and adopted for the purpose of expending such funds. Such budget shall be approved by appropriate Bureau and District school officials and School Boards.
7. The respective Boards of the Public School and the Day School shall prepare and adopt a tentative annual budget at their respective annual meetings and shall soon thereafter adopt a joint budget for the operation of the K-8 School using Bureau, State, local, and other such funds that are available.
8. Annual Plan of Operation: Administrators representing the Public School and the Day School shall, no later than June 1st of each year, have completed in writing an Annual Plan of Operation for the Implementation of the Agreement, and shall present the Plan for approval by the respective school boards. The Annual Plan of Operations may include a description of the following:
 - a. Curriculum,
 - b. Staffing, and Staff Development and Training,
 - c. Support Services,
 - d. Extra-Curricular Activities,
 - e. Student Transportation,
 - f. Food Service Program,
 - g. Financial Plan,
 - h. Special Education
 - i. Gifted and Talented Education,
 - j. Bilingual Education
 - k. Management and Administration, and
 - l. Supplies, materials, and equipment,
 - m. Title I

The Annual Plan of Operation shall be agreed upon by the Public School and the Dunseith Day School Boards no later than June 30th of each year, and the implementation of this agreement shall comply with Federal and State laws and regulations which are applicable to their respective programs.

9. The Day School and the Public School shall be responsible for all funds allocated to the school for the purpose of this agreement and shall perform an accurate accounting of said funds.
10. The Day School and the Public School shall provide an education program that meets or exceeds state and/or North Central Accreditation standards. This shall include, at minimum, the following:
 - a. To support the Day School's Consolidated School Reform Plan, both schools will, through their respective curriculum committees, work together to conduct an annual review, and revision if necessary, of the school's curriculum and instructional program that will assure alignment of the core curricula which include Math, Science, Social Studies, and Language Arts.
 - b. Staff development and training will be coordinated between the schools for continuity and cost-effectiveness.
 - c. The testing program will follow State and Bureau laws, requirements and expectations.
 - d. A course of study that meets the academic requirements of the State of North Dakota.
 - e. Teachers will be certified to teach subject matter in their major or minor course of study.
 - f. The length of the school year and the school day shall comply with the requirements of the State of North Dakota.
11. The Day School and the Public School shall have established policies, practices and procedures that account for all property/equipment purchased by these funds and which are or may be used under this agreement. Records will be maintained in accordance with Federal Property Management Laws as well as State Regulations.
12. Liability: Each party shall assume exclusive responsibility for any claims brought against it, its employees or agents arising out of the performance of this agreement, and shall hold the other party harmless for such claims.

13. Student Rights: The Day School and the Public School shall cooperate in the development of uniform Student Rights and Responsibilities procedures which affect students' due process. The procedures shall provide for a notice to the parents or guardians and shall provide safeguards not less than those provided in 25 CFR Part 42.
14. The Public School and the Day School shall permit both Indian and Non-Indian eligible students to attend either school. No distinction shall be made between Indian and Non-Indian in providing instruction, transportation, food services, support services, and extracurricular programs and activities.
15. Non-Indian students shall be permitted to enroll and attend the Dunseith Day School, and for said students, the School District shall count them for State Foundation Aid, other state and district funded programs. Conversely, eligible Indian students enrolled at and attending the Dunseith Public School shall be counted for ISEP and other Bureau funded programs.
16. It is expressly agreed and stipulated by and between the parties to this agreement that is subject to review and approval by the Director, or his/her designee, Office of Indian Education Programs; the Agency Superintendent for Education, OIEP; and the Turtle Mountain Tribe.
17. This agreement is subject to modification by mutual written consent of the parties hereto, and supported by a Tribal Resolution.

C.

Turtle Mountain Community School Cooperative Agreement
(BIA and public school operate the BIA school)

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**TURTLE MOUNTAIN COMMUNITY SCHOOL
COOPERATIVE AGREEMENT**

This agreement entered into _____, by and between the Office of Indian Education, Bureau of Indian Affairs, Turtle Mountain Agency, hereinafter referred to as the “Agency” and the Belcourt School District #7, hereinafter referred to as the “District” of Rolette County, North Dakota is authorized by 25 U.S.C. 13 and 271 et deq. 25 C.F.R. Part 31, and NDCSC 15-29.

The Agency and District share a joint mission for educating individuals residing within Belcourt School District #7 which has boundaries congruent to the Turtle Mountain Chippewa Reservation plus an area contiguous to the reservation and the district boundaries and known as Shell Valley Housing. The Agency and District find it mutually advantageous not to separate services for eligible Indian students from those provided to other resident students of the district, unless there is overcrowdedness and conditions that constitute an unsafe environment exists

Pursuant to these provisions, the parties hereto expressly agree to the following general conditions for providing education for students.

- 1) The Agency and District agree that this contract and provisions hereof shall constitute an agreement for the operation of the Turtle Mountain Community School, hereinafter referred to as the “school”, grades K-12.
- 2) The Agency shall have exclusive administrative authority over federal employees at the school known as Turtle Mountain Community School in accordance with 25 CFR 31-34; P.L. 100-297 and other applicable federal and tribal laws. The district, in accordance with NDCSC 15-29, shall have the exclusive authority to determine the salaries, employment, termination procedures, and conditions of employment of the District’s employees provided that such do not conflict with 25 CFR 31-34, applicable tribal law and applicable federal law.

- 3) The Agency and District shall permit both Indian and non-Indian students to participate in the education program that is in operation at the school in which Federal and District Funds, facilities, equipment and other property may be utilized.
- 4) The Agency shall contribute to the cost of the operation of the School in accordance with the allotment of funds for that purpose to the Agency by the Bureau of Indian Affairs, and any other funds made available to the Agency for the purpose of educating the children of the school.
- 5) The District shall contribute to the cost of the operation of the School in accordance with the allotment of funds for the purpose to the District by the Bureau of Indian Affairs, and any other funds made available to the District from the State for the purpose of educating the children of the school.
- 6) All monies available will be made known and a tentative budget for the proposed expenditure of such funds in accordance with applicable laws will be prepared and adopted by mutual agreement for both parties. The Agency and District shall cooperate in the development of programs and funded by each entity to prevent duplication of services.
- 7) The Agency and District shall cooperate in the development of programs provided by categorical funds so as to prevent duplicating supplemental services with such funds.
- 8) The State course of study shall be the minimum standard followed in the School. The interpretation and implementation of the course of study shall be initiated by the Agency and District in a joint effort to provide the best possible education of the students involved. The Agency and District shall cooperate to establish policies within applicable laws to resolve and special problems in the best interest of students enrolled in the school.
- 9) The Turtle Mountain Elementary and Middle School shall have the number of instructional days as required by the Bureau of Indian Affairs, Office of Indian Education Programs. Under the 100-297 Grant, the Turtle Mountain Community Schools shall comply with accreditation guidelines of the state of North Dakota and have 175 instructional days.

- 10) The Agency and District agree that the School's testing requirements of its students will follow prescribed minimum testing standards of the State Department of Public Instruction, and any other minimum testing requirements by the Bureau of Indian Affairs, O.I.E.P.
- 11) The maintenance and control of the educational facilities and grounds will be the primary responsibility of the BIA, Branch of Facility Management. Supplemental and supportive services will be provided by the School District as mutually agree upon by both parties.

The Agency will provide or cause to be provided the following services: (a) Mechanical heating, electrical, plumbing, fire-alarm and intercom. (b) Janitorial - general cleaning services and cleaning supplies. (c) Grounds - refuse disposal, snow removal, lawn and tree care and shared security. (d) Structural - anything which is attached to the building services. All personnel and supplies will be provided by the Agency through existing staff or contract within annual allocation for such: The school district will provide the following: (a) Cooperative labor support for custodial services for the school term; and (b) The school district will collect rental fees and deposits from District employees utilizing government quarters.

- 12) The BIA and District shall cooperate in the implementation of IDEA (Individual with Disabilities Education Act) in accordance with State and Bureau of Indian Affairs policies.
- 13) The BIA and District shall cooperate in the operation of a Student Rights and Responsibilities code in accordance with 62 BIAM 9, and State regulations.
- 14) The BIA and District shall cooperate in the operation of a system for student records in compliance with the General Education provisions Act of 1994, as amended (Section 438 of P.L. 93-380) and the Privacy Act of 1994, (P.L. 93-579).

- 15) In accordance with Section 3737 of the Revised Statutes (Section 15, Title 41, U.S.C.), no contract made pursuant to this agreement of interest therein shall be transferred nor assigned. Any violation of this provision shall automatically terminated all obligations on the part of the United States Government.
- 16) No member or delegate to Congress, Resident commission, or any other employees of the government shall be admitted to any share or part in this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a cooperation for its general benefit.
- 17) This agreement is subject to modification by mutual written consent of the parties thereto.
- 18) The parties hereto shall hold a meeting once a year to review, discuss, and adopt an operation plan resulting in a cooperative agreement for the ensuing year.
- 19) It is expressly agreed and stipulated by and between the parties to this agreement that it is subject to the review and approval of the Director of the Office of Indian Education Programs, and Superintendent, Office of Indian Education Programs, Bureau of Indian Affairs, Turtle Mountain Agency.

D.

**Memorandum of Agreement Between
the Keams Canyon Boarding School and
the Hopi Junior / Senior High School**
(Boarding school and day school
address student transportation by buses)

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United States Department of the Interior
BUREAU OF INDIAN AFFAIRS
HOPI AGENCY
KEAMS CANYON BOARDING SCHOOL
P.O. BOX 397
KEAMS CANYON, ARIZONA 86034

[U.S. DOI Seal]
IN REPLY REFER TO

August 18, 1998

MEMORANDUM OF AGREEMENT

It is mutually agreed upon that the Keams Canyon Boarding School students can be transported by the Hopi Jr / Sr High School buses and Hopi Jr / Sr High School students can be transported by Keams Canyon Boarding School buses in order to accommodate the students and to maximize the utilization of the buses.

[Signed by A.T. Siquah]

A. T. Siquah, Principal
Keams Canyon Bdg. Sch.

[Signed by Paul E. Reynolds]

Paul E. Reynolds, CSA
Hopi Jr/Sr High School

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E.

**Interlocal Agreement for Educational Services Between
the Ferndale School District #502 and
the Lummi Tribal Schools**
(Grant school and public school address
funding and provision of education for grant school students)

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EDUCATION SERVICES PRIVATE
Ferndale School District #502 and Lummi Tribal Schools

Whereas, **Ferndale School District No. 502**, a municipal corporation, **Whatcom County**, Washington (the “District”), provides basic education services on behalf of the State of Washington to students eligible to attend its school; and

Whereas, the **Lummi Nation**, acting through the **Lummi Indian Business Council** (the “**Lummi** Tribal Council”), is an independent sovereign nation recognized as an Indian tribe by the federal government; and

Whereas, the **Lummi** Tribal Council has created the **Lummi Tribal School, Inc.** (the “School”), as an independent corporate entity under the laws of the **Lummi Tribe** to serve the educational needs of Indian children in the community and currently provides educational program serving students in pre-school through twelfth grade; and

Whereas, pursuant to RCW 28.320.140 (1) the District desires to offer an educational program with special standards to parents in cooperation with the School; and

Whereas, the District, the **Lummi** Tribal Council, and the School have each determined and recognized by resolution of each governing body that students attending the School may be eligible to receive educational

INTERLOCAL AGREEMENT

Ferndale School District #502 and Lummi Tribal Schools

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services from the District and that the educational opportunities of such children will be more fairly provided by the execution of the following Interlocal Agreement pursuant to chapter 39.34 RCW of the laws of the State of Washington;

Now, therefore, the District, the **Lummi** Tribal Council, and the School agree as follows:

1. Duration. The initial term of this agreement shall be from September 1, 1998, through August 31, 1999, and may be renewed by the parties for successive one year terms thereafter. Before January 15, 1999, and by that date in each subsequent year, the District and School representatives shall meet and confer on whether to renew the Agreement and any necessary modifications in the event of renewal. The Agreement shall be deemed automatically renewed unless the District or the School notifies the other party on or before May 1 of its intent to terminate the Agreement effective at the end of the current term.

2. Purpose. The purpose of this agreement is to establish a contract between the District and the School for the School to provide educational services to students enrolled in the District and for the District to provide funds to the School for such educational activities. This agreement is intended to comply with the requirements of WAC 392-121-188, as now

INTERLOCAL AGREEMENT

Ferndale School District #502 and Lummi Tribal Schools

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existing or hereafter amended, so that the students receiving educational services at the School may be enrolled in the District and included in its student enrollment count for basic education apportionment funding from the State of Washington. The agreement further establishes the amount and method of distribution of such basic education funding that will be paid to the School and to the District for the purposes enumerated herein.

3. Non-Delegation of District Legal Responsibilities. Pursuant to WAC 392-121-188 (2), nothing in this Agreement is intended to relieve the District of responsibility for complying with State and Federal law as they may apply to the educational services to be provided students under this Agreement.

4. Basic Legal Duties of the School. Pursuant to WAC 392-121-188 (3), the School shall comply with all pertinent state and federal laws applicable to the District. The parties interpret that section as intending that the School shall be bound by those state statutes and regulations that govern educational services provided to students.

a. Examples of the provisions that shall apply to the School include those concerning:

- (1) Constitutional requirements and limitations;
- (2) Curriculum;

- (3) Non-discrimination and equal educational opportunity;
 - (4) The rights, health, and safety of students;
 - (5) Accounting for state basic education allocation funds provided under this Agreement;
 - (6) Certification requirements for teachers;
 - (7) Restrictions on employment based on criminal convictions;
 - (8) Availability of records, as to documents provided to the District under this Agreement;
 - (9) The Hatch Act and the Buckley Act.
- b. Examples of provisions that shall not apply to the School include those concerning:
- (1) School boards and directors, board governance, elections;
 - (2) Accounting for funds obtained by the School from sources other than this Agreement;
 - (3) School property;
 - (4) Personnel issues, employee relations, such as continuing contract requirements, with the exceptions noted above;

- (5) Open records and open meetings requirements, with the exceptions noted above.

5. Prohibition Against Tuition Charges and Discrimination.

All students served at the School pursuant to this Agreement shall be provided educational services without cost for tuition or fees for attendance at the School. The School shall not discriminate or otherwise unlawfully exclude any student or person from participation in the School's education program on the grounds of race, creed, color, national origin, sex, marital status, or presence of any sensory, mental or physical handicap; provided, however, that the School may, to the extent that it does not violate the 1964 Civil Rights Act, 42 U.S.C. Section 2000e, implement a policy of Indian preference in admissions in situations where the capacity of the School's programs or facilities is not as large as demand.

6. Admission Requirements for Students Served Under the Agreement.

- a. All students receiving educational services from the School pursuant to this Agreement must first be enrolled in the District. For students desiring to attend the School who are not residents of the District, or not otherwise eligible to attend the District pursuant to RCW 28A.225.170 or RCW 28A.225.215,

such students may be admitted upon submission of a release from such student's resident school district and application and acceptance for admission to the District as a non-resident student pursuant to the criteria established under RCW 28A.255.220 and .225, and the District's Policy and Procedures 5119 governing admission of non-resident students.

- b. The admission criteria and other requirements of RCW 28A.225.160 through .330, shall apply to all applicants for admission to the District for the purpose of receiving educational services from the school.
- c. The School shall perform and verify performance of the requirements for visual and auditory screening under RCW 28A.210.020.040, scoliosis screening under RCW 28A.225.180 through .250, and the immunization program under RCW 28A.210.060 through .170, and any implementing District policy and procedures, as set forth in Exhibit A, for all students seeking admission to the School's educational program. Documentation of compliance with these requirements shall be made in a manner that complies with the District policies and procedures.

INTERLOCAL AGREEMENT

Ferndale School District #502 and Lummi Tribal Schools

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7. Enrollment Reporting, Attendance, Student Discipline, and Transportation., Food Service, Student Accident Insurance, and all non-basic education programs as defined in the Washington State Accounting Manual.

- a. The School shall comply with the requirements of WAC 392-121-188 (7) by preparing and providing to the District enrollment reports that comply with the definition of a full-time equivalent student under WAC 392-121-122, work based learning in WAC 392-121-107 (1) (f), limitations on enrollment counts in WAC 392-121-136 and enrollment exclusions in WAC 392-121-108. The School shall only report students that are actually enrolled and attending School in an approved course of study as that term is defined in WAC 392-121-107; provided that the course of study provided by the School is within the curriculum approved by the District under section 8 of this Agreement. The school shall also report accurately full and part-time attendance of students.
- b. The School shall maintain daily attendance records using the WSIPC system for all students and comply, in cooperation with the District, with the requirements of

the State of Washington’s mandatory attendance law, RCW 28A.225.005 through .151. Where students of the School who are subject to the jurisdiction of the **Lummi** Tribal Court are involved, certain terms used in RCW Chapter 28A.225 shall be deemed to refer to the appropriate entity, official, or institution of **Lummi Tribal** Schools or of the **Lummi** Tribe, as appropriate, or to an individual or agency that would otherwise have jurisdiction to carry out the relevant action. In particular,

- (1) The terms “juvenile court” and “court commissioner” shall be deemed to refer to the **Lummi** Tribal Court;
- (2) The term “school district” shall be deemed to refer to **Lummi Tribal** Schools;
- (3) References to law enforcement officials in RCW 28A.225.060 and similar statutes shall be deemed to include only such officials who would otherwise have jurisdiction over the individual in the circumstances at issue.

- c. The accounting format for students enrollment reporting, the standards for determining excused or un-excused absences, and the format for maintaining attendance reports are attached hereto as Exhibit B.
- d. The rules for student conduct at the School, which have been approved by the District, are set forth in Exhibit C, and such rules shall be maintained in a manner consistent with the District's Student Rights and Responsibilities Policies and Procedure 5114. Any student grievances or appeals from disciplinary actions, suspensions, or expulsions, shall be conducted in accordance with the requirements of federal law and, to the extent not inconsistent therewith, the requirements of Chapter 180-40 WAC.
- e. Pursuant to RCW 28A.320.140 (1), the District has adopted the rules identified in Exhibit C as special disciplinary standards for the educational program offered by the school. Parents choosing to enroll their children in the school shall indicate their consent to such standards by executing a consent statement in the form attached hereto as Exhibit D. For students in the School program, their continued participation in

programs offered by the School shall be governed by the School's procedures for appealing from the School's disciplinary actions, including judicial review of the School's actions in the Lummi Tribal Court. If a student is excluded from the School's program and does not desire to resort to the appeal procedures provided by the School, then the student may participate in otherwise available and appropriate educational programs offered by the District subject to the District initiating its own student disciplinary actions(s) regarding the conduct that prompted the exclusion of the student from the School's program. Such disciplinary action by the District shall be subject to the District's ordinary appeal and judicial review process; provided, however, that the student shall not return to the School's educational program unless that return is approved by the School.

- f. The School shall be solely responsible for transporting students receiving educational services under this Agreement to and from school and school activities. Unless otherwise required by law or this Agreement, the School shall determine the extent of transportation services it shall provide; provided that the

School acknowledges its obligation to provide transportation services to students receiving special education and related services under section 9 of this Agreement. The School also acknowledges that pursuant to section 4a.(4) of this Agreement it has the obligation to comply with all federal and state laws governing the specifications for and operation of vehicles used in student transportation, including, but not limited to all requirements of chapters 392-143 WAC, Specifications for School Buses; chapter 392-145 WAC, Transportation-Operating Rules; and chapter 180-20 WAC, School Bus Transportation.

- g. Food service, student accident insurance and all non-basic education programs related to those services are the sole responsibility of the tribal school.
- 8. Educational Program Requirements.
 - a. Pursuant to WAC 392-121-188 (6), the District has hereby approved the School's curriculum for students served under this agreement pursuant to the requirements of RCW 28A.320.230, including texts used, course offerings and descriptions, school calendar and teacher-student contact

times, learning objectives for various grade levels and classes, advancement/retention standards, academic and grading standards, as further set forth in Exhibit E to this agreement. Any modifications of the School's curriculum shall be first submitted to the District for review and consideration pursuant to RCW 28A.320.230.

- b. The curriculum and program offering of the School shall be maintained so that all students participating in the School's program under this Agreement are working toward course credits that satisfy the high school graduation requirements approved under subsection (a) above.
- c. The curriculum and educational program of the School shall be conducted in a manner that satisfies the requirements of the State's Basic Education Act, RCW 28A.320.220 through .240, and the compulsory course work and activities requirements of RCW 28A.230.010 through .260. The School shall maintain records and other information as may be required to allow monitoring of the program for compliance purposes. The current monitoring forms and criteria are set forth in Exhibit F.

INTERLOCAL AGREEMENT

Ferndale School District #502 and Lummi Tribal Schools

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d. The District may, in its discretion, use the services of a third-party curriculum auditor beginning September 1, 1998, to perform an audit of the School's performance in providing the curriculum set out in Exhibit E and the School's performance of maintaining records and other information related to its educational programs as required under section 9c. The audit will be paid for by the School and the results of such audit shall be provided to the School and District.

9. Special Education/Section 504 Compliance. The School shall provide, with federal and other funding that it receives, special education and related services as required by the federal Individuals with Disabilities in Education Act (the "IDEA")] to all students at the School who previously have been, and who in the future may be, identified as requiring special education and related services or who are referred for such services and determined eligible. The School shall also provide accommodations to students with disabilities as may be required by Section 504 of the Rehabilitation Act of 1973 and the implementing regulations of the federal Department of Education. With the exception of the provisions of Section 13 herein, this Agreement shall not be applicable to the provision of such

education and services, and the payments specified in Section 12 of this Agreement shall not be provided for such students.

10. School Personnel.
 - a. All instruction provided by the School under this Agreement shall be conducted by certificated instructors or personnel acting under the direct supervision to the extent required by RCW 28A.405.465 and other applicable law. The School shall maintain records sufficient to demonstrate that all instructors have the required certification from the State of Washington for the courses that they teach. The current certification records of the School's instructional staff is set forth in Exhibit G.
 - b. The School shall maintain a ratio of full-time equivalent certificated instructional staff to full-time equivalent students served under this Agreement of not less than the same ratio applicable to students enrolled in the District not receiving educational services at the School. The existing ratios in the District at the time this Agreement is executed are not less than 54.3 certificated instructional staff units per 1,000 full-time equivalent students for grades K-3, and 46 certificated

instructional staff units per 1,000 full-time equivalent students for grades 4-12.

- c. Pursuant to WAC 392-121-188 (9), the School shall provide personnel information concerning its certificated instructional staff providing services to students under this Agreement in a manner sufficient to allow the District to report the School's instructional staff, along with the District's own instructional staff, as required by the Superintendent of Public Instruction's annual personnel reporting system.
- d. Pursuant to RCW 28A.400.330, the School shall prohibit any employee from working at the School who has contact with students in the course of his or her employment if such employee has been convicted of any of the crimes enumerated in said statute. Failure to comply with this condition is grounds for the immediate termination of this Agreement. The School shall also comply with the background checks and screening requirements for all employees and volunteers who may have unsupervised access to children as set forth in Chapter 43.43 RCW. The screening requirements shall also include fingerprint checks for all employees and volunteers

with regularly scheduled unsupervised access to children in accordance with the procedures set out in Exhibit G-1.

- e. This Agreement is not intended to create a joint, dual or any other type of co-employment relationship between the District and employees of the School.

11. Financial Data and Agreement Budget.

- a. The School shall maintain for review, copying and inspection by the District financial data, including documentation of all revenues and expenditures, pertaining to this Agreement. The format for such data is set forth in Exhibit H to this Agreement. The additional WSIPC fee will be a deduct out of the cooperative fee.
- b. The Budget for the anticipated revenues and expenditures under this Agreement is set forth in Exhibit I.
- c. On or before September 1, 1998, the School shall adopt and implement an inventory control system to mark physically (when feasible) and to identify in its accounting records all purchases of textbooks, instructional materials, furniture, and equipment from funds provided under this Agreement. The inventory control system and accounting records shall be

approved by the District and incorporated into the accounting system specified in sub-section 11.a. of this Agreement and Exhibit H thereto.

- d. The School shall require its annual audit conducted by a third-party auditor, paid for by the School, to address the expenditure of funds and general performance of the School's obligations under this Agreement. The final audit shall be provided to the District upon its receipt each year. The District shall request the State Auditor to include within the scope of that office's periodic audit examination the performance of this Agreement. The district shall provide the School the results of said examinations upon receipt of the final report.

12. Payment.

- a. The District shall pay for the services to District students receiving services at the School and reported by the District to the State for basic education apportionment funding the amount of \$3,125.33 per FTE BEA student recalculated annually at the times and in the manner set forth in Exhibit J, less any additional costs identified in said Exhibit as deductions from such funding. The sole financial liability of

the District under this Agreement for payment to the School for education services provided shall be from this designated funding source of State basic education apportionment funding for the students. In addition, any obligation arising from this Agreement for the District to repay the State for any funds previously received and distributed under this Agreement shall either be offset from future funding payable to the School or recouped by the District as provided in Exhibit J.

- b. The District shall retain from the funds described in subsection 12.a, a sum to compensate for any calculated revenue loss resulting from any apportionment factor impacted by this Agreement such as the mix factor and Special Education funding. See Exhibit J.
- c. The District shall retain from the funds described in subsection 12.a, a sum to defray the start up administrative costs and attorney's fees the District incurs in implementing this Agreement as set forth in Exhibit J.
- d. The District shall further retain from the funds described in subsection 12.a, the first apportionment installment due

to the School and deposit such sum in the reserve account identified in Exhibit J for the purpose of providing a retainage account to satisfy or help satisfy any additional expenses it incurs as provided in subsection 12.e, herein. Any earnings from this reserve account shall be paid to the School. The principal and interest shall be paid to the School after year-end adjustments based on the F-196 Report.

- e. If any expenses are incurred by the District in the implementation of this Agreement that exceed the amount set forth in the budget identified as Exhibit J in categories designated as reimbursable expenditures, or the District incurs costs not otherwise budgeted, then the District, upon notification to the School, shall be reimbursed from the reserve account for such expenses and, if said account is insufficient to pay the costs of the expenditure, then directly from the School. Any dispute arising under this subsection shall be resolved in Accordance with section 14 herein.

13. Indemnity and Insurance.

- a. The School shall defend, indemnify and hold harmless the District from all claims arising under this Agreement based

upon the acts or omissions of the School. The District shall also defend, indemnify, and hold harmless the School from any claims based upon the acts or omissions of the District.

- b. The School shall maintain liability and related insurance policies, naming the District as an additional named insured in the manner set forth in the certificates of coverage and policies attached hereto as Exhibit K.
 - c. The duties of this section 13 are intended to survive the termination of this Agreement.
14. Dispute Resolution and Waiver of Sovereign Immunity.
- a. Any dispute between the signatories as to the performance or enforcement of this Agreement shall be resolved by binding arbitration. Unless the parties otherwise agree on a single arbitrator, the arbitration shall be conducted by a panel of three arbitrators, one selected by each party and the third selected by the two thus chosen. Arbitration shall be conducted according to the procedural rules of the American Arbitration Association. The expenses of arbitration shall be divided equally between the parties.

b. The School agrees that in any proceeding brought under and consistent with these dispute resolution procedures, including enforcement of an arbitrator's decision, it will not raise as a defense the sovereign immunity of the Tribe or the School. The School hereby enters a limited consent to any dispute resolution or enforcement action that is consistent with the procedures set forth in this section, or in any judicial or administrative action by a person who is not a party to this agreement and for which the School has or may have an obligation to the District under section 13.a of this Agreement. This limited consent is subject to the following terms and conditions:

- (1) This limited consent is effective only as to the District or a party whose claims may invoke the School's indemnity obligations to the District;
- (2) This limited consent is effective only as to claims made under this Agreement or any claims that trigger the School's indemnity obligations;
- (3) This limited consent applies only to Lummi Tribal Schools. This limited consent does not apply to the Tribe

or to any other department or program of the Tribe or to any Tribal or School official;

- (4) This limited consent applies only to relief in the form of enforcement of the provisions of the Agreement, including any indemnity obligations;
- (5) This limited consent shall expire upon termination of the Agreement or completion of all of the School's obligations under the Agreement, whichever is later.

15. Monitoring of contract Performance and Standing Committees to Administer Agreement.

This Agreement shall be jointly administered by the District and the School.

- a. The Superintendent of the District and the Superintendent of the School shall have lead responsibility for the administration and enforcement of the Agreement.
- b. The primary contact person for the District for matters related to this Agreement shall be **Dr. Roger Lehnert**. The primary contact person for the School shall be **Dr. Robert T. Brown**. Those persons shall provide each other with up-to-date telephone numbers at which they can be contacted.

INTERLOCAL AGREEMENT

Ferndale School District #502 and Lummi Tribal Schools

Page 23

- c. Each Superintendent shall designate appropriate staff members to serve on ad hoc committees that will address the following categories of issues under this Agreement: personnel; business; curriculum, instruction and student management; board relations.

This Agreement is executed on the dates indicated by each party's signature, and is effective when executed by all three.

FERNDALE SCHOOL DISTRICT #502

By: _____

Its School Board Chair

Date: _____

LUMMI TRIBAL SCHOOLS

By: _____

Its School Board Chair

Date:

LUMMI NATION

By: _____

Its Tribal Council Chair

Date: _____

LUMMI EDUCATION CERTIFICATION ASSURANCES

1. Purpose

Pursuant to WAC 392-171-188 and the Interlocal Agreement for Educational Services between the **Ferndale School District No. 502** (The “District”) and **Lummi Tribal Schools** (the “School”), the following certification of assurances with certain requirements of the Agreement is designed to assist the District and **Lummi Tribal Schools** in fulfilling the audit and monitoring duties required under the Agreement. The list is not designed to be the exclusive means of determining compliance, but rather to expedite District audit, review, and monitoring of the School.

2. Basic Education Program Requirements (WAC 392-171-188(8); Agreement 8)

The School offered for the 1998-99 school year an education program that complied with the requirements of the Basic Education Act, including but not limited to providing programs in compliance with the following standards as set forth in Exhibit F [specific certifications listed on SPI Form M-808, adapted for the requirements of the Agreement]:

- a. Total Program Hour Offerings for each grade level,
- b. Basic Skills Work Skills,
- c. Classroom Teacher Contact Hours,

- d. K-3/4-12 Students to Classroom Teacher Ratios,
- e. Minimum 180-Day School Year;
- f. Students to Certificated Staff Ratio, and
- g. Current and Valid Certificates for all Regular and Substitute Instructional Staff, including appropriate endorsements.

3. Accounting for Funds received under the Agreement (WAC 392-171-188(8) Agreement 11)

The School assures that all basic education funds received are expended for qualified basic education activities. The salaries and benefits of basic education certificated and classified staff are paid first. In addition, any basic education dollars remaining are spent on basic education non-employee related costs (instructional supplies and equipment). The School maintains financial records showing all revenues received under the Agreement and the expenditure of such revenues in accordance with the requirements of section 11 of the Agreement, including the requirements of Exhibit H and I. The attached budget documentation, Attachment 1, is a true and complete record of funds received and expended to date under the Agreement.

4. Student Enrollment Count (WAC 392-171-188(9); Agreement 7)

The School has prepared and provided to the District student enrollment reports for the 1998-99 school year as required under section 7a of the Agreement. The School assures the enrollment count is accurate and only enrolled students are counted. The students counted for basic education must be attending a defined course of study in accordance with SPI requirements. The number of full-time equivalent students is calculated on the basis of 300 minutes per day or 5 periods per day for 180 days, per state requirements.

5. Health Screening (Agreement 6)

The School has performed the requirements for health and related screening required under section 6c of the Agreement.

6. Special Education and Section 504 (WAC 392-121-188(3); Agreement 9)

The School has provided special education and related services as required by federal law and set forth in the IDEA Assurances, Policies, and Procedures statement attached as Exhibit B, and section 504 of the 1973 Rehabilitation Act.

7. Equal Education and Employment Opportunity, Nonsectarian Program Employment (WAC 392-121-188(3) Agreement 4,5)

The School has complied with the requirements of section 5 of the Agreement prohibiting unlawful discrimination in educational opportunities and employment, including but not limited to the non-discrimination on the basis of sex, as required under chapter 28A.640 RCW and Title IX of the Education Act Amendments of 1972, and the non-discrimination requirements of Title VII of the 1964 Civil Rights Act. The School also conducts its educational program in a manner free from unlawful religious activity or sectarian influence and control as required by the Washington Constitution and Establishment Clause of the First Amendment of the Federal Constitution.

8. School Personnel (WAC 392-121-188(9) Agreement (10)).

The School has provided accurate personnel information regarding its certificated staff in a format sufficient to meet the standards for reporting instructional staff education and experience to the Office of the Superintendent of Public Instruction.

I hereby certify that all requirements of the Interlocal Agreement with **Ferndale School District** have been fulfilled. The aforementioned assurances and statements are true and correct to the best of my knowledge and belief.

Robert T. Brown
Lummi Education

Dated this _____ day of _____, 1997 at **Bellingham**, Washington.

F.

**Financial Understanding Between
the Salt River Pima-Maricopa Indian Community and
the Mesa Public Schools, 1991-1992 School Year**
(Tribe and public school address funding
a pilot education program for at-risk tribal students)

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FINANCIAL UNDERSTANDING BETWEEN
THE
SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY
AND
THE
MESA PUBLIC SCHOOLS
1991-1992 SCHOOL YEAR

Pursuant to the pilot program for at-risk students outlined in the letter of Robert Chiago dated July 3, 1991, and the subsequent letter of agreement by David Eagleburger dated July 30, 1991, copies of which are attached, we the undersigned officially agree to the following financial conditions.

1. That the Salt River Pima-Maricopa Indian Community will provide an education for up to 60 at-risk students whose parents or guardians reside in the Salt River Pima-Maricopa Indian Community; and
2. That the Salt River Pima-Maricopa Indian Community, on a monthly basis, will bill Mesa Public Schools for students served as specified by attendance reports; and
3. That the Mesa Public Schools will fund, based upon appropriate monthly billings from the Salt River Pima-Maricopa Indian Community, up to 60 at-risk students.

[Signed by Ivan Makil]
Ivan Makil, President
Salt River Pima-Maricopa Indian Community

9/11/91
Date of Signature

[Signed by David G. Eagleburger]
David G. Eagleburger, Associate Superintendent
Mesa Public Schools

9/11/91
Date of Signature

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[Seal]

Salt River Pima-Maricopa Indian Community Department of Education

Route 1, Box 216 • Scottsdale, AZ 85256 • Phone (602) 941-7288

July 3, 1991

Mr. David G. Eagleburger
Associate Superintendent
Mesa Public Schools
549 North Stapley Drive
Mesa, Arizona 85203-7297

Dear Dave:

I would like to express my continued appreciation to both you and Superintendent Zaharis for the excellent cooperative relationship which exists between the Mesa Public School District and the Salt River Pima-Maricopa Indian Community. Your willingness to continue this relationship is commendable.

Pursuant to our meeting of May 9, 1991, we are herein officially requesting that you allow the following:

1. That the Mesa Unified School District #4 fund in the amount of average daily membership to be passed through the Salt River Pima-Maricopa Indian Community Department of Education for up to sixty (60) selected at-risk students;
2. that actual daily contact hours for the above students comply with ARS 15-901;
3. that the Salt River at-risk students involved in this program be instructed by the Salt River Pima-Maricopa Indian Community Department of Education staff members;
4. that the Salt River at-risk students involved in this program be evaluated by Salt River Pima-Maricopa Indian Community Department of Education staff members;
5. that the curricula for this program be at least the same curricula used by Mesa Unified Schools;
6. that student attendance be reported by Salt River staff members to Theresa Price at the end of every week;
7. that the Mesa Unified Schools Discipline Code will apply for the programs provided by the Salt River Pima-Maricopa Indian Community Department of Education to be supplemented by discipline policies of the Learning Centers for those students who are attending due to behavior reasons;

Dave Eagleburger
July 3, 1991
Page Two

8. that all disciplinary actions will be subject to due process whereby the Salt River Pima-Maricopa Department of Education is included in the process;
9. that the Salt River Pima-Maricopa Indian Community Department of Education will contract directly with the State to provide services to students under the School Lunch Program;
10. that the Salt River Pima-Maricopa Indian Community Department of Education maintain a computer link with the Mesa Unified School Data Processing; and
11. that you will continue to commit the Impact Aid's 25% Indian Add-on to be used for the special educational needs of reservation Indian students.

We would like you to consider this to be a request as a pilot program which will exist during the 1991/92 school year, and that you seriously consider continuing the program beyond the 1991/92 school year contingent on a successful evaluation of the costs and effectiveness of the 1991/92 school year.

This is an initial request which I hope will be considered as flexible.

In response to any concerns of segregation, I have enclosed a copy of a paper on the Community's perception of its educational authority. In our opinion, our exercise of political authority must in no way be construed as racial segregation.

I hope to hear a positive reply to this request.

Sincerely,

[Signed Bob Chiago]

Robert Chiago

cc: B. Colbert

[Logo]

Mesa Public Schools

David G. Eagleburger
Educational Services
Associate Superintendent

July 30, 1991

Mr. Robert Chiago
Director of the Education Department
Salt River Pima-Maricopa Indian Community
Rt. 1, Box 216
Scottsdale, Arizona 85256

Dear Bob,

Superintendent Dr. James K. Zaharis, Assistant Superintendent Dr. Chuck Essigs, and I reviewed your letter dated July 3, 1991. In this letter you outlined a pilot educational plan for at-risk students whose parents or guardians reside in the Salt-River Pima Maricopa Indian Community.

We think this pilot educational plan is worth a try. We accept the eleven points you listed in your July 3 letter, with the exception of a minor language change on number ten. We prefer to identify the computer link as a "data receiving only" situation. I doubt this language revision is a problem since this is exactly the circumstance with which we are currently operating.

I believe educational plans developed over the past several years, between the Salt River Education Department and Mesa Unified Schools, have benefited students. I believe this pilot educational plan represents a continuation of this effort.

I will contact you with any logistical and/or financial particulars, if necessary. If you have any questions or latent suggestions regarding this plan, give me a call.

Sincerely,

[Signed David G. Eagleburger]

David G. Eagleburger
Associate Superintendent

DE/j
pc:

J. Zaharis
C. Essigs
D. Duvall
F. Skoglund
R. Rafford
D. Barnard
T. Price

549 North Stapley Drive

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G.

**Interdistrict Cooperative Contract for
the Native American Consortium**
(Public schools form an interdistrict consortium
to develop and administer a Native American Program)

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INTERDISTRICT COOPERATION CONTRACT FOR THE NATIVE AMERICAN CONSORTIUM

The Eugene, Bethel, Fern Ridge, Lowell, Creswell, and Junction City School Districts have agreed to the following in regard to the formation of the Interdistrict Native American Education Consortium:

1. That the Eugene School District will be the sponsoring school district and in accepting that responsibility, will:
 - a. prepare and submit the annual grant application;
 - b. provide for methods of administration as are necessary for the proper and efficient operation of the Program;
 - c. have fiscal control and fund accounting procedures to assure proper disbursement of, and accounting for funds received;
 - d. adopt effective procedures for objective measurement of educational achievement and evaluate at least annually the effectiveness of the proposed program in meeting the special needs of Native students; and,
 - e. use the best available talents and resources, including persons from the Native community for implementation of Program objectives, and provide the necessary staff, physical space, the Program administrative offices, and day-to-day management.
2. That the participating school districts will facilitate the general operations of the Program within each District through the Superintendent or his/her designated representative.
3. That the participating school districts (Bethel, Fern Ridge, Lowell, Creswell, Junction City), and the sponsoring school district (Eugene) will support the Program by:
 - a. assuming responsibility for the identification and Program enrollment of Native American/Alaska Native students in their districts, including providing district enrollment data to the Native Program;
 - b. providing access to district publications and other means of dissemination of information about Program activities;
 - c. providing access to district facilities for Program activities; and,
 - d. assisting with duplication of program-related materials, if necessary.

4. That the participating school districts and sponsoring school district will comply with the conditions outlined in the Title IX, Subpart I, rules and regulations regarding:
 - a. types of projects funded;
 - b. selection of the Parent Committee;
 - c. holding of at least one Public Hearing;
 - d. adoption of reasonable By-laws;
 - e. provision of “supplement, not supplant”;
 - f. development of the Title IX, Subpart I, application with the participation and approval of the Parent Committee; and,
 - g. hiring of personnel.

- . That the services will be based on this Agreement, among the seven (7) districts and the availability of funds.

CERTIFYING REPRESENTATIVES:

DATE

Bethel School District	
[Signed Patrick M. Burke] Fern Ridge School District	3/18/98
[Signed Margaret Nichols] Eugene School District	3/16/98
Lowell School District	
Creswell School District	
Junction City School District	

H.

Cooperative Sponsorship of an Activity

(Tribal schools cooperatively sponsor boys and girls track teams)

(This page intentionally left blank)

8. Total school enrollment: (FEMALE)	<u>12</u>	<u>11</u>	<u>10</u>	<u>9</u>	<u>8</u>	<u>7</u>
Last school year	<u>4</u>	<u>4</u>	<u>5</u>	<u>7</u>	<u>15</u>	<u>12</u>
Current school year	<u>4</u>	<u>5</u>	<u>6</u>	<u>16</u>	<u>13</u>	<u>6</u>
Anticipated next year	<u>5</u>	<u>7</u>	<u>14</u>	<u>12</u>	<u>7</u>	<u>9</u>
Anticipated two years hence	<u>7</u>	<u>15</u>	<u>12</u>	<u>6</u>	<u>9</u>	<u>8</u>

9. Under cooperative sponsorship, what will be the identity of the team?
MANDAREE / WHITE SHIELD TRACK

10. Where will practices or rehearsals be held? SEPERATE PLACES

11. Where will competition for the activity be held? SPRING

12. Indicate the date and place where the school board meeting was held where they approved the filing of this application.

Date 5-12-98 Place MANDAREE H.S. LIBRARY

13. Please include in the space provided an exact copy of the above motion as it appears or will appear in the official school board minutes:

Joletta moves to approve the three year application to co-op track with White Shield for 98-99; 99-2000; and 2000-2001 seconded by Tom. Vote: all in favor, motion carried.

14. Other information that may assist the NDHSAA Board of Directors in reaching their decision on this application.

15. Official approval: Date of application 05/12/98

School Board President [Signed Ambrose Phelps] Vice-Pres _____

School Business Manager [Signed Harriet Goodiron] _____

School Superintendent [Signature illegible] _____

OFFICIAL ACTION OF NDHSAA BOARD OF DIRECTORS

The above request for cooperative sponsorship is hereby granted refused (cross out one) for the activity of Boys & Girls Track for school years 1998 - 1999; 1999 - 2000; and 2001 - 2002.

By [Signed Robert King] Date: 6-15-98

APPLICATION FOR COOPERATIVE SPONSORSHIP OF AN ACTIVITY

Please submit in duplicate to: North Dakota High School Activities Assoc.
P.O. Box 817
Valley City, N.D. 58072

This application form must be completed by each school involved in the co-operative agreement before the NDHSAA Board of Directors will consider the application. A separate application must be submitted for each activity.

1. Name of applying school: WHITE SHIELD SCHOOL DISTRICT

2. Address of applicant: 2 2ND AVE W

3. Other school(s) involved in this application: MANDAREE

4. Activity covered by this application: Track - Boys + Girls

5. Please describe conditions which have prompted your request to co-sponsor this activity: low numbers in program

6. Please list the number of students in this school that have participated in this activity during each year indicated below. If the school did not sponsor the activity during any of the years listed, please respond "did not sponsor".

	<u>12</u>	<u>11</u>	<u>10</u>	<u>9</u>	<u>8</u>	<u>7</u>
Last school year	<u>-</u>	<u>2</u>	<u>1</u>	<u>3</u>	<u>2</u>	<u>4</u>
Current school year	<u>-</u>	<u>1</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>1</u>
Anticipated next year	<u>1</u>	<u>2</u>	<u>2</u>	<u>1</u>	<u>1</u>	<u>3</u>
Anticipated two years hence	<u>2</u>	<u>2</u>	<u>2</u>	<u>1</u>	<u>5</u>	<u>2</u>
 7. Total school enrollment: (MALE)	 <u>12</u>	 <u>11</u>	 <u>10</u>	 <u>9</u>	 <u>8</u>	 <u>7</u>
Last school year	<u>4</u>	<u>8</u>	<u>4</u>	<u>6</u>	<u>7</u>	<u>9</u>
Current school year	<u>8</u>	<u>4</u>	<u>6</u>	<u>7</u>	<u>7</u>	<u>7</u>
Anticipated next year	<u>4</u>	<u>6</u>	<u>6</u>	<u>7</u>	<u>7</u>	<u>7</u>
Anticipated two years hence	<u>6</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>4</u>	<u>3</u>

This application is for school years: 19 98 - 19 99; 1999 - 2000; and
(Must be for a full three year period) 19__ - 19__.

2000 2001

Total school enrollment: (FEMALE)	<u>12</u>	<u>11</u>	<u>10</u>	<u>9</u>	<u>8</u>	<u>7</u>
Last school year	<u>4</u>	<u>6</u>	<u>5</u>	<u>5</u>	<u>6</u>	<u>8</u>
Current school year	<u>6</u>	<u>5</u>	<u>5</u>	<u>6</u>	<u>8</u>	<u>5</u>
Anticipated next year	<u>5</u>	<u>5</u>	<u>6</u>	<u>8</u>	<u>5</u>	<u>8</u>
Anticipated two years hence	<u>5</u>	<u>6</u>	<u>8</u>	<u>5</u>	<u>8</u>	<u>10</u>

9. Under cooperative sponsorship, what will be the identity of the team?
MANDAREE / WHITE SHIELD TRACK

10. Where will practices or rehearsals be held? Both schools hold own practice

11. Where will competition for the activity be held? Travel to meets.

12. Indicate the date and place where the school board meeting was held where they approved the filing of this application.

Special School Board Meeting
Date 5-26-98 Place White Shield Library 7PM

13. Please include in the space provided an exact copy of the above motion as it appears or will appear in the official school board minutes:

THE WHITE SHIELD AND MANDAREE SCHOOL DISTRICTS HEREBY MAKE APPLICATION FOR A THREE YEAR (1998-2001) COOPERATIVE SPONSORSHIP OF A TRACK (BOYS + GIRLS) PROGRAM.

14. Other information that may assist the NDHSAA Board of Directors in reaching their decision on this application.

15. Official approval: Date of application 5-26-98

School Board President [Signature illegible]

School Business Manager [Signed Ramona Dickens]

School Superintendent [Signed Lloyd Fandrich]

OFFICIAL ACTION OF NDHSAA BOARD OF DIRECTORS

The above request for cooperative sponsorship is hereby granted ~~refused~~

(cross out one) for the activity of Boys + Girls Track for
2000 2001 2001
school years 1998 - 1999; 1999 - 19 ; and 19 - 19

By [Signed Robert King] Date: 6-15-98

**COOPERATIVE SPONSORSHIP
RENEWAL APPLICATION**

PLEASE SUBMIT TO:

North Dakota High School Activities
Association
P.O. Box 817
Valley City, N.D. 58072

This application form must be completed by each school involved in the Cooperative Agreement.

-
1. Name of Applying School: MANDAREE
 2. Other School (s) involved: New Town
 3. Activity Covered: FB
 4. Co-op Name New Town - Mandaree Eagles
 5. Official approval of Renewal: Date of Application 9-4-96

Signatures:

School Board President: [Signature illegible]

School Business Manager: [Signature illegible]

School Superintendent: [Signed Tex G. Hall]

ACTION OF N.D.H.S.A.A.

The above request for Renewal of your Cooperative Sponsorship is hereby (granted) (refused)
for the activity of _____

_____ for the school years of:

1996 - 1997; 1997 - 1998; 1998 - 1999

By [Signed Robert King]
Authorized Signature
EXECUTIVE SECRETARY
NDHSAA

9-16-96
Date

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I.

Cooperative Service Unit Agreement
(BIA, Cooperative Day, and Contract Schools
address special education funding and services)

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COOPERATIVE SERVICE UNIT AGREEMENT

Inter-Agency Agreement between the Turtle Mountain Special Education Department and the Turtle Mountain Agency Schools.

The Turtle Mountain Special Education Program and the Turtle Mountain Agency Schools do support the right of all handicapped children to receive a free appropriate public education including all special education and related services in accordance with the Individual with Disabilities Education Act.

It is the purpose of this Inter-Agency Agreement to list the shared services between the agency schools. The agency schools IDEA funds will be placed in a tribal grant with the Belcourt School District #7 as the administrator/fiscal agency. Any services provided to other education entities by the Belcourt School District will be reimbursed by that entity if the funds are not directly placed in the tribal grant. These funds will be paid in full by April 1st of the current fiscal school year.

Agreement

Dunseith Indian School shared services:

- Speech Therapist
- Special Education Secretary/Business Technician
- School Psychologist
- OT/PT Services
- Travel
- Comprehensive System of Personnel Development
- Teacher for the Emotionally Disturbed

Turtle Mountain High School shared services:

- Counselor
- Social Worker and Assistant
- Special Education Secretary/Business Technician
- School Psychologist
- OT/PT Services
- Travel
- Psychiatric Services
- Comprehensive System of Personnel Development

Turtle Mountain Elementary School shared services:

- Counselor
- Social Workers and Assistant
- Special Education Secretary/Business Technician
- School Psychologist
- OT/PT Services
- Travel
- Psychiatric Services
- Comprehensive System of Personnel Development

Turtle Mountain Middle School shared services:

- Counselor
- Social Workers and Assistant
- Special Education Secretary/Business Technician
- School Psychologist
- OT/PT Services

Travel
Psychiatric Services
Comprehensive System of Personnel Development
Teacher for the Emotionally Disturbed
Speech Therapist

Ojibwa Indian School shared services:

SLD Teachers
Speech Therapist
EMH Teacher
ED Teacher
Counselor
Special Education Secretary/Business Technician
School Psychologist
OT/PT Services
Travel
Comprehensive System of Personnel Development

This inter-agency agreement becomes effective after signatures are affixed by the representatives of the participating schools:

_____ [Signed Loretta M. DeLong] _____ 6-10-98
Turtle Mountain Agency Superintendent for Education

_____ [Signed Gaylene Belgrande] _____ 6-10-98
Turtle Mountain Agency Special Education Coordinator

Dunseith Indian School

_____ [Signed Dennis C. DeCoteau] _____ [Signed Clarence L. Courts]
Principal School Board President

Turtle Mountain High School

_____ [Signed Bruce R. Henderson] _____ [Signed Richard McCloud]
Principal Asst. Supt. School Board President

Turtle Mountain Elementary School

_____ [Signed Roma F. Marcellas] _____ [Signed Richard McCloud]
Elementary School Principal School Board President

Turtle Mountain Middle School

_____[Signed Louis L. Dauphinais]
Middle School Principal

_____[Signed Richard McCloud]
School Board President

Ojibwa Indian School

_____[Signed Wayne Trottier, Jr.]
School Principal

_____[Signed Richard Schroeder]
School Board President

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J.

**Memorandum of Cooperative Agreement between
the National Congress of American Indians and
the National Indian Education Association**
(National Indian organizations formalize their relationship
on Indian education matters)

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National Congress of American Indians

Est. 1944

EXECUTIVE COMMITTEE

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Gaiashkibos
Chippewa

First Vice President
Joseph T. Goombi
Kiowa

Recording Secretary
Rachel Joseph
Shoshone-Paiute-Mono

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Anadarko Area
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Billings Area
Earl Old Person
Blackfeet

Juneau Area
Edward K. Thomas
Tlingit-Haida

Minneapolis Area
James Crawford
Forest County Potawatomi

Muskogee Area
S. Diane Kelley
Cherokee

Northeastern Area
J.C. Seneca
Seneca

Phoenix Area
Mary Ann Antone
Tohono O'odham

Portland Area
Bruce Wynne
Spokane

Sacramento Area
Susan Masten
Yurok

Southeastern Area
A. Bruce Jones
Lumbee

EXECUTIVE DIRECTOR
Michael J. Anderson
Creek

MEMORANDUM OF COOPERATIVE AGREEMENT

BETWEEN THE

NATIONAL CONGRESS OF AMERICAN INDIANS

AND THE

NATIONAL INDIAN EDUCATION ASSOCIATION

This Memorandum of Cooperative Agreement is entered into between the National Congress of American Indians, hereafter referred to as NCAI, and the National Indian Education Association, hereafter referred to as NIEA.

The designated representative of NCAI will be the NCAI President. The designated representative of NIEA will be the NIEA President.

As set forth by this agreement, a formal cooperative relationship is hereby established between NCAI and NIEA while recognizing the independent and autonomous authorities of each entity. The major purposes of this agreement are:

1. To facilitate the exchange and dissemination of information related to the lifelong education of American Indian and Alaskan Native People living both on and off the reservation.
2. To share appropriate educational data, findings and Indian community perspectives about the effectiveness and cultural relevance of education programs serving American Indians and Alaskan Natives.
3. To develop position papers, research reports and public testimonies about American Indian/Alaskan Native education, subject to the concurrence and approval of NCAI and NIEA Board of Directors, or its delegated leadership.
4. To jointly plan and coordinate activities such as workshops, forums, hearings and meetings concerning American Indian/Alaskan Native education throughout the year and at the annual national conferences of NCAI and NIEA.

900 Pennsylvania Avenue S.E. • Washington, D.C. 20003 • (202) 546-9404 • Fax (202) 546-3741

National Congress of American Indians

Est. 1944

EXECUTIVE COMMITTEE

President
Gaiashkibos
Chippewa

First Vice President
Joseph T. Goombi
Kiowa

Recording Secretary
Rachel Joseph
Shoshone-Paiute-Mono

Treasurer
W. Ron Allen
Jamestown S' Klallam

AREA VICE PRESIDENTS

Aberdeen Area
Terry Fiddler
Cheyenne River Sioux

Albuquerque Area
Raymond D. Apodaca
Ysleta Del Sur Pueblo

Anadarko Area
Elmer Manatawa
Sac & Fox

Billings Area
Earl Old Person
Blackfeet

Juneau Area
Edward K. Thomas
Tlingit-Haida

Minneapolis Area
James Crawford
Forest County Potawatomi

Muskogee Area
S. Diane Kelley
Cherokee

Northeastern Area
J.C. Seneca
Seneca

Phoenix Area
Mary Ann Antone
Tohono O'odham

Portland Area
Bruce Wynne
Spokane

Sacramento Area
Susan Masten
Yurok

Southeastern Area
A. Bruce Jones
Lumbee

EXECUTIVE DIRECTOR
Michael J. Anderson
Creek

Cooperative Agreement NCAI and NIEA Page 2 of 3

To fulfill the purposes of this agreement, both NCAI and NIEA agree that:

1. The Presidents, or the designated Board of Directors' representatives of NCAI and NIEA, will be responsible for official communications and correspondence, outlining formal commitments and approvals of each national organization, for the purposes of this cooperative agreement.
2. NCAI will annually recognize a NIEA Board of Directors member, designated by the NIEA Board of Directors, to serve in the role as co-chair of the permanent NCAI Education Standing Committee.
3. The NCAI and NIEA co-chairs of the NCAI Education Standing Committee will be responsible for the exchange of information, data and resource materials pertaining to the education of American Indian and Alaskan Native People.
4. Both NCAI and NIEA will each year exchange and update address listings of each national Board of Directors for placement in mailing directories.
5. At national gatherings of NCAI and NIEA, the NCAI Education Standing Committee co-chairs will collaborate to ensure adequate joint planning and implementation of activities such as workshops, forums, hearings, public receptions, etc.
6. The NCAI and NIEA co-chairs of the NCAI Education Standing Committee may collaborate with other organizational representatives for the development and dissemination of joint position papers, reports, resolutions and testimonies pertaining to American Indian and Alaskan Native education issues.

This agreement constitutes the entire understanding between NCAI and NIEA with respect to the purposes and functions of this cooperative agreement. It is understood that this

National Congress of American Indians
Est. 1944

EXECUTIVE COMMITTEE

President
Gaiashkibos
Chippewa

First Vice President
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Cooperative Agreement
NCAI and NIEA
Page 3 of 3

agreement represents no intent, expressed or implied, to supersede the powers and authorities held by either NCAI or NIEA.

This agreement can be modified, amended, or terminated by mutual consent of the Board of Directors of NCAI and NIEA. A thirty (30) day written notice, duly-executed by one or both parties, will be submitted to indicate such intentions to modify or amend this agreement.

This agreement becomes effective for the period of July 1, 1993 to June 30, 1994, upon the execution of this agreement with the signatures of the designated NCAI and NIEA representatives.

For the National Congress of
American Indians (NCAI):

For the National Indian
Education Association (NIEA):

[Signed S. Diane Kelley]
S. Diane Kelley, Recording Secretary

[Signed Dr. Scott Butterfield]
Dr. Scott Butterfield, President

August 4, 1993
Date

August 13, 1993
Date

ATTEST:

ATTEST:

[Signed Rachel A. Joseph]
Rachel A. Joseph, Interim Executive Director

[Signed Phil Baird]
Phil Baird, President Elect

August 4, 1993
Date

August 16, 1993
Date