

**RESOLUTION**

**WHEREAS**, it is the recommendation of the Employment & Education Committee to approve the attached updated Cooperative Agreement with Inchelium School District related to enhancing the educational experience for tribal students in public school districts and working collaboratively to provide holistic student support through school and tribal education program initiatives. Chairman or designee to sign all pertinent documents.

**THEREFORE, BE IT RESOLVED**, that we, the Colville Business Council, meeting in a **SPECIAL SESSION** this **23<sup>rd</sup> day of May, 2019** acting for and in behalf of the Colville Confederated Tribes, Nespelem Washington, do hereby approve the above recommendation of the Employment & Education Committee.

The foregoing was duly enacted by the Colville Business Council by a vote of **8 FOR 0 AGAINST 0 ABSTAINED**, under authority contained in Article V, Section 1(a) of the Constitution of the Confederated Tribes of the Colville Reservation, ratified by the Colville Indians February 26, 1938, and approved by the Commissioner of Indian Affairs on April 19, 1938.

**ATTEST:**



**Rodney Cawston, Chairman**  
**Colville Business Council**

cc: Joel Boyd, Committee Chair  
Rhandi Morin, Committee Secretary  
Francis Somday, Executive Director  
William Nicholson II, Chief Financial Officer  
Dept. or Program: Laura Gribble, Youth Development



# Confederated Tribes of the Colville Reservation

Nespelem, Washington

TO: COLVILLE BUSINESS COUNCIL

DATE: April 9, 2019

FROM: Youth Development Program

SUBJECT: Inchelium School District Cooperative Agreement

Initiated By: Laura Gribble

Program: Youth Development

Committee Recommendations: The Colville Confederated Tribes values our connection with local school districts to ensure students have the opportunity and tools to achieve academic and student success. Attached is the updated Cooperative Agreement with Inchelium School District related to enhancing the educational experience for tribal students in public school districts and working collaboratively to provide holistic student support through school and tribal education program initiatives.


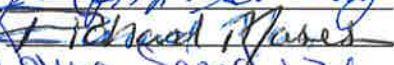


Chairman or designee to sign all pertinent documents.

## COMMITTEE MEMBERS

VOTE CAST  
(YES) (NO)

## COMMITTEE MEMBERS

VOTE CAST  
(YES) (NO)

  
Joseph J. Landry  
  
Robert J. Naves  
  
Laura Sanchez  
  
Aunt Wale Wale Nichols

+  
✓  
X  
X  
X  
X

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Council Actions:

Seconded by:



8 FOR

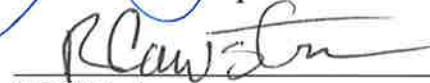
Signed:

0 NAY

Signed:

0 ABSTAINED

  
Committee Chairperson

  
CBC Chairperson

Date Enacted: 5/23/19

Amendments: \_\_\_\_\_

Emergency (10 Affirmative Signatures) Rationale: \_\_\_\_\_



Confederated Tribes of the Colville Reservation  
Colville Business Council  
**AGENDA APPLICATION**



201904091507

### COMMITTEE

Committee? **Employment and Education**

### TOPIC

Agenda Topic **Inchelium School District Cooperative Agreement**

Estimated Time **Hour(s)** **30** **Min(s)**

### CONTACT INFORMATION

Name **Laura Gribble**  
Title **Youth Services Manager**  
Program/Entity **Youth Development Program**  
Work Phone **ext. 2469**  
Email Address **laura.gribble.kyp@colvilletribes.com**

### Q&A

QUESTION	YES	NO	N/A
Discussion only?		X	
Recommendation sheet?	X		
Powerpoint presentation?		X	
Supporting documentation?	X		
Administrative review complete?	✓	X In progress	
Chairman's signature necessary? (signature tabs required)	X	* Completed and included. LG	
Original documents submitted?	X		

4/23/19

### SIGNATURE

  
PROGRAM MANAGER OR DIVISION DIRECTOR

**April 9, 2019**

DATE

  
DIVISION OR EXECUTIVE DIRECTOR

**4/10/19**

DATE

### COMMENTS

**Deadline: One (1) week prior to committee date at 2:00pm to**

Dominique Pleasants | Phone: (509)634-2117 | Fax: (509)634-4116 | Email: dominique.pleasants.cbc@colvilletribes.com

APR 09 2019

#11381

# Confederated Tribes of the Colville Reservation

## Contract Proposal Signature Sheet

Today's Date: **April 9, 2019**

Date Due: **ASAP**

Allocated by what Funding Source: **Federal**

Tribal

State

Served under what CBC Committee: **Employment & Education Committee**

What Fund Number (include Contract/Grant): **n/a**

FY:

Company/Vendor Name: **Inchelium School District**

Contract Dollar

Amount: **\$n/a**

Administering Program: **Youth Development Program**

Requires Additional Dollars: ☐ Yes ☒ No

Matching Dollars: **n/a**

Indirect Dollars Identified: **n/a**

Summary of Contract content: **The Colville Confederated Tribes values our connection with local school districts to ensure students have the opportunity and tools to achieve academic and student success. Attached is the updated Cooperative Agreement with Inchelium School District related to enhancing the educational experience for tribal students in public school districts and working collaboratively to provide holistic student support through school and tribal education program initiatives.**

 **4/9/19**  
Program Manager Signature Required, Date

 **4/10/19**  
Department Director Signature Required, Date

1)  **4/15/19**  
Contracting Officer Signature and Approval Date

4)  **4-16-19**  
TERO Representative Signature and Approval Date

2)  **4-16-19**  
Reservation Attorney Signature and Approval Date

5)  **4-24-19**  
Executive Director Signature and Approval Date

3)  **4-19-19**  
Accounting Representative Signature and Approval Date

*All Signatures are to be secured prior to the Executive Director's Approval*

Indian Preference: ☐ Yes ☐ No C & U Plan: ☐ Yes ☐ No Assessment Fee: \_\_\_\_\_

### COMMENTS OR CONCERNS TO BE CLARIFIED PRIOR TO FURTHER PROCESSING

*Recommendation sheet will need to be completed. 4/10/19*

Process a requisition for the full contract amount to commit the dollars. For payment you draw down on the same PO# for better tracking.

- Do not submit proposal for the Administrative Signature Review or Council Approval unless this form is completed.
- Required changes must be done prior to final signature submission.
- Sole Source Contract s requires detailed justification to be attached by program manager and approved by Department Director.
- Executive Director signing authority for routine contracts and litigation modifications \$70,000 (Res# 2016-554).
- Council Committee approval requires types recommendation sheet to be attached to original paperwork.
- Distribution: Original: Contract Officer Copy: Program and Contractor
- It is the responsibility of the submitting program to process the signature sheet for completion.

# **COOPERATIVE AGREEMENT**

This Cooperative Agreement (“Agreement”) is made between the Confederated Tribes of the Colville Reservation (“Tribes”) and the Inchelium School District No. 70 (“School District”).

## **1. Authority**

This Agreement is entered into pursuant to the Inter-local Cooperation Act, Chapter 39.34 RCW and has been authorized by the governing body of each party. The Tribes is also authorized to enter into this Agreement pursuant to the Colville Tribal Attendance Ordinance, Chapter 5-3 of the Law & Order Code.

## **2. Recitals**

- 2.1. The Tribes has a significant interest in the education and overall wellbeing of tribal members.
- 2.2. The School District and Tribes have the responsibility to work collaboratively and cooperatively for academic and student success, when implementing applicable tribal, state, and federal law.
- 2.3. The Tribes enacted the Attendance Ordinance to require juveniles who are 5 to 17 years of age to attend school. The Code also provides a means for the Tribes to directly intervene in cases where students are failing to attend school and/or having behavioral problems in an educational setting.
- 2.4. The Tribes requires that every student attend school and have an opportunity to thrive and achieve their fullest potential. To achieve these goals, the Tribes understands that students needs a safe, nurturing, and challenging learning environment at home, school, and within the tribal community.
- 2.5. The School District and the Tribes are committed to developing and maintaining a strong partnership under this Agreement to enhance the ability of our students to excel and surpass minimum attendance and academic achievement standards.
- 2.6. A standardized student referral process to the Tribes for academic attendance and behavior issues will create stability and consistency in assisting students under this Agreement.
- 2.7. The State of Washington enacted RCW 28A.320.170, which requires Washington’s tribal history, culture, and government be taught in the common schools. Working with the Tribes to implement this law will assist in meeting the requirements in RCW 28A.320.170 to meaningfully teach tribal history, culture, and government in the schools. The School District may also work with the Tribes and its Language Program to explore establishing elective language classes to fulfill world language requirement.
- 2.8. The Tribes will provide input to the School District on operating the District’s Title I programs to ensure the greatest benefit to students and prevent unnecessary duplication through meaningful consultation.
- 2.9. Meaningful consultation regarding student success rates and standardized testing will assist students in meeting the set goals and encourage them to exceed these goals.
- 2.10. Providing academic support for students until they are no longer eligible to attend school in the School District promotes student success and is in the best interest of Tribes and the School District.



- 2.11. The Tribes and the School District recognize that some students in need of support are 18–21. As such, where the sharing of information requires parental or guardian consent, it is understood that students 18-21 will consent for themselves, unless otherwise ordered by a court of competent jurisdiction.

### **3. Purpose**

The purpose of this Agreement is for the Tribes and School District to work collaboratively to:

- 3.1. Enhance the educational experience for tribal students in the School District and work collaboratively to provide holistic student support through the District's and the Tribes' education program initiatives;
- 3.2. Facilitate ongoing communication and collaboration between the School District and Tribes' Education Department and Colville Business Council on student achievement;
- 3.3. Work collaboratively to maximize learning resources to fulfill the requirements of RCW 28A.320.170 to teach Washington's tribal history, culture, and government;
- 3.4. Work collaboratively to identify, recognize and support high achieving Native students;
- 3.5. Collectively promote college or post-secondary education;
- 3.6. Improve school attendance rates of Native American students;
- 3.7. Address barriers that could result in a student suspension or expulsion from school by working cooperatively and explore applying alternative approaches and interventions;
- 3.8. Develop protocols that the parties will follow in making referrals to the Tribes Youth Development Program with regards to eligible students who are not achieving minimum academic, attendance, or behavior standards;
- 3.9. Provide students with safe, secure, welcoming, nurturing and challenging learning environments;
- 3.10. Ensure the Washington State compulsory attendance law (RCW 28A.225), process, and procedures are followed and appropriate interventions are provided by the School District and Tribes; and,
- 3.11. Increase language teacher capacity by working collaboratively to expand the number prospective teachers through the Tribes' and OSPI's Language Certification Process.

### **4. Definitions**

For purposes of this Agreement, the following definitions apply:

- 4.1. *Behavior Problems* means those behaviors that affect attendance and that: (i) could result in suspension or expulsion; or (ii) are inconsistent with a positive learning experience and are interfering with the ability of the student or other students to learn.
- 4.2. *Curriculum Coordinator/Developer* means those individuals appointed to assist in providing learning materials and resources.
- 4.3. *Homeless Youth* means individuals who lack a fixed, regular, and adequate nighttime residence; and includes (i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; (ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; (iii)

children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and (iv) migratory children who qualify as homeless for the purposes of this part because the children are living in circumstances described in clauses (i) through (iii), as set forth in 42 U.S.C. § 11434a.

- 4.4. *Parent* means the parent, guardian, person, or agency having legal custody of a student.
- 4.5. *School Personnel* means the principal, vice principal, school attendance personnel, or other personnel acting in official school capacities.
- 4.6. *Student* means children ages 5 to 18 years old who are members of the Tribes, members of other tribes, or descendants of tribes.
- 4.7. *Unexcused Absence* will have the same definition as contained the School District's policies and procedures.
- 4.8. *Youth Development Specialist*, formally known as Youth Mentor, means those individuals appointed to assist in delivering student support services.
- 4.9. *Youth Education Advocate*, formally known as Attendance Officer, means the individual appointed by the Tribes' Education and Employment Director to carry out the applicable provisions established in the Tribes Tribal Code.

## **5. Procedure for Referrals**

The procedure for referring a student to the Tribes Youth Development Program outlines how the Tribes will assist the School District with the Tribes intervention resources. The procedure for a referral is as follows:

- 5.1. The School District will refer a student to the Tribes Youth Development Program for potential services under any of the following conditions:
  - A. Upon the first unexcused absence in a month (See School District Board Policy #3122 for definition of unexcused absences);
  - B. Needs additional academic support;
  - C. Requires additional student success skill development (e.g. time management, organization, planning, note taking, study skills, etc.);
  - D. Demonstrates excellence in academic achievement, student service, student activities, community service or leadership;
  - E. Engages in inappropriate behavior that is a detriment to student success; or
  - F. Meets the definition of homeless youth.

A referral can be submitted to any of the Tribes Youth Development Program staff members. The Youth Education Advocate works primarily on attendance issues with the School District staff, while the Youth Development Specialist works primarily with academic and behavior issues with School District staff.

- 5.2. The Tribes Youth Development Program shall assure the necessary Release of Information forms are signed so that the Tribes Youth Development Program and the School District may exchange information in order to begin services to the student.
- 5.3. When making referrals, the School District will use the attached Tribes Youth Development Referral Form.

- 5.4. The Tribes Youth Development Referral Form and School District Release of Information forms (including consent forms signed by the parent or guardian of the student or student 18 years or older) are attached to this Agreement and incorporated and made a part of this Agreement. The School District personnel making the referral will be knowledgeable about the referral at hand and the provisions of this Agreement.
- 5.5. The School District will provide the Tribes with the following education records when the Tribes Youth Development Program notifies the District consent forms are signed:
  - A. attendance record;
  - B. if applicable, current individualized education program (“IEP”);
  - C. grades;
  - D. academic assessment test scores; and
  - E. and any other education records identified in the Release of Information form.
- 5.6. In unexcused attendance cases, the School District’s personnel will make a referral and provide documents to the Tribes Youth Development Program as provided in Sections 5.1 through 5.5.
- 5.7. The Tribes Youth Development Program will notify and provide the school personnel with the appropriate contact information of the staff assigned.

**6. Additional Duties of the Parties**

- 6.1. The Tribes Youth Development Program staff will secure the written consent of the student’s Parent/Guardian to provide the Tribes’ intervention services when a referral is made by the School District and Tribal law requires such consent. With this Parent/Guardian consent for the Tribe’s intervention services it will be the duty of the Youth Development Program to inform the Parent/Guardian of the Tribes’ Attendance Code and to adhere to such codes.
- 6.2. The Tribes and its entities will work cooperatively with the School District to develop the best programs to address the needs of the students in regards to student success, including providing documentation to the School District of any intervention contracts made with students, so future decisions concerning the student, by the School District, may take these intervention contracts into consideration.
- 6.3. The School District Superintendent or designee will actively participate in an Annual Tribal Education Summit hosted by Tribes. The School District will work with the Tribes collaboratively when the Tribes requests the School District to provide relevant data for the purposes of the Tribes’ grant applications, continuous program improvement, and to identify challenges, barriers or best practices as it relates to enhancing the educational experiences of tribal students.
- 6.4. The School District and Tribes shall work together to properly identify Tribal students enrolled for demographic purposes.
- 6.5. The School District Superintendent or designee and Tribes Education Administration will meet annually to discuss and strategize proactive and innovative approaches to relevant policy issues.
- 6.6. The Tribes will work collaboratively with School District educators to develop curriculum with history, culture, and government content specifically relevant to the twelve tribes that constitute the Confederated Tribes of the Colville Reservation to enhance the “Since Time



Immemorial” curriculum. The Tribes has a vested interest in accurate tribal history. Both the Tribes and School District will work together to implement any updates to this curriculum when the Tribes brings this to the attention of the District. The Tribes will provide professional development opportunities to School District educators. The Tribes will be invited to participate annually on the School District Curriculum Review Board to discuss curriculum development opportunities and adoption of new curriculum as it relates to the Confederated Tribes of the Colville Reservation.

- 6.7. The School District will work collaboratively with the Tribes to assist any prospective District Language teachers. The Tribes may provide instructional and supportive resources for Language teachers in the certification process. The Tribes may also provide ongoing instruction to prospective Language teachers and certified Language teachers working in the School District.
- 6.8. School District officials will communicate and work with Tribes Youth Development Program and Higher Education on collaborative efforts to promote a career and college-bound culture for our students through college/career fairs, supplemental instruction initiatives, and other relevant activities and events.
- 6.9. The Youth Development Program will maintain and monitor a file for each case referred.
- 6.10. Entities of the Tribes may refer students to be assessed/reviewed by the School District’s Student Support Team (SST) for any concern that may impact a student’s achievement in school. The School District will accept referrals and follow school protocol in assessing students. A meeting will be held with the parents/guardians/eligible student and may include the Tribes Youth Development Program personnel in reviewing/discussing such assessments as identified in School District procedures.

Tribes Youth Development Program staff may participate on the SST for any student that has been referred to the Youth Development Program and is being staffed for potential interventions. The Tribes Youth Development Program staff and School District SST will work together to determine how the Tribes staff may assist with interventions directly impacting the school day.

- 6.11. The School District will notify the Tribes Youth Development Program when a student, referred to the Program, is suspended or expelled under this Agreement.
- 6.12. The School District will notify the Tribes Youth Development Program when a previously referred student withdraws from the District.
- 6.13. The School District agrees to not suspend or expel a student referred under this Agreement after referral to the Youth Development Program for unexcused absences related to the referral.

## **7. Notices and Contacts**

Any notices or other communication required by this Agreement will be sent to the contacts listed below. The Tribes and the School District will inform respective parties of change in personnel.

- Tribes
  - Director of Employment & Education  
Telephone: 509-634-2777  
E-Mail: [tammy.james-pino@colvilletribes.com](mailto:tammy.james-pino@colvilletribes.com)
  - Youth Development Manager
  - Telephone: 509-634-2469
  - E-Mail: [laura.gribble.kyp@colvilletribes.com](mailto:laura.gribble.kyp@colvilletribes.com)
- School District
  - Superintendent
  - Telephone: 509-722-6181 ext: 100
  - School District: Inchelium  
Phone: 509-722-6181
  - E-Mail [kpacek@inchelium.net](mailto:kpacek@inchelium.net)

## **8. Absences**

The School District will accommodate a student's participation in his or her religious activities in accordance with RCW 28A.225.010(1)(e).

## **9. Non-Waiver of Responsibility**

Nothing in this Agreement will relieve or diminish the rights, duties, and responsibilities of the School District or the Tribes with respect to any student.

## **10. No Dual Employment**

Nothing contained in this Agreement, or related documents will be construed as creating an employment relationship between the parties. The officers, agents, employees or volunteers of the Tribes will not, for any purpose, be considered agents or employees of the School District, whether by virtue of this Agreement or otherwise, nor will they be entitled to any rights or privileges of employment with the School District. The Tribes assume exclusive responsibility for any and all actions, omissions, rights and obligations of their own respective officers, agents, employees or volunteers in carrying out the terms of this Agreement, and the School District will have no responsibility therefor.

## **11. Amendment of Agreement**

If at any time during the duration of this Agreement either party wishes to suggest written amendments to this Agreement then both parties will meet to discuss within a reasonable time frame deemed appropriate by both parties.

## **12. Duration and Termination of Agreement**

- 12.1. This Agreement will be effective upon execution by both parties and will expire on July 1, 2019. This Agreement may be renewed for successive one-year periods upon mutual written agreement by the parties.
- 12.2. Either party to this Agreement may terminate, without cause, upon 30 day's written notice to the other. However, each party will work with the other to address any outstanding issues related to any affected child.

**13. Administration**

No separate legal or administrative entity is created by this Agreement. Administration of this Agreement will be by the Superintendent of the School District and the Youth Development Program Manager of the Tribes.

**14. Finance**

Each party will fund their own educational programs.

**15. Acquiring, Holding, and Disposing of Real and Personal Property**

No real and/or personal property will be jointly acquired through this Agreement. The Tribes will be responsible for acquiring, holding and disposing of all real and personal property for its educational programs. The School District will be responsible for acquiring, holding and disposing of all real and personal property for its educational programs.

**16. Distribution of Assets upon Termination**

No assets will be distributed upon termination of this Agreement. Upon expiration or termination of the Agreement, all real and/or personal property acquired by the School District for its educational programs will be and remain the property of the District, and such property may be leased, sold or used for other purposes, all as deemed necessary or advisable by the District and as permitted by law. Upon expiration or termination of the Agreement, all real and/or personal property acquired by the Tribes for its educational programs will be and remain the property of the Tribes, and such property may be leased, sold or used for other purposes, all as deemed necessary or advisable by the Tribes and as permitted by law.

**17. Filing Agreement**

This Agreement shall be posted on the School District and Tribes web site or other electronically retrievable public source by the parties.

**18. Miscellaneous**

- 18.1. If any provision or part of this Agreement is held to be invalid or be found contrary to law, the remaining portions of this Agreement will remain in full force and effect.
- 18.2. The parties acknowledge that they have read and understand this Agreement, including any attachments hereto, and do agree as to each particular item.
- 18.3. The parties further agree that this Agreement constitutes the entire agreement between the parties and supersedes all communications, written or oral, related to the subject matter of this Agreement.
- 18.4. No rights or responsibilities required or authorized by this Agreement may be assigned by any party hereto.
- 18.5. This Agreement is solely for the benefit of the parties and no third party is entitled to claim or enforce any rights under this Agreement.
- 18.6. The waiver by any party of any breach of any term, covenant, or condition of this Agreement will not be deemed a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition of this Agreement.
- 18.7. Any contractor or employee of the Tribes who will have regularly scheduled unsupervised access to children pursuant to this Agreement, must complete a record check through the

Washington state patrol criminal identification system, under RCW 43.43.830-.834, RCW 10.97.30 and .50, and through the Federal Bureau of Investigation before hiring and prior to unsupervised access to children. The record check must include a fingerprint check using a complete Washington state criminal identification fingerprint card. Record checks required above will be at the sole cost and expense of the Tribes.

The Tribes will prohibit any contractor or employees of the Tribes from working at a public school who has contact with children at a public school during the course of his or her employment, if such individual has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322. The Tribes will engage in due diligence to learn whether any of its employees or contractors have pled guilty or been convicted of any such crime and will require their employees and contractors to self-report to the Tribes any such plea or conviction. Any failure to comply with this section will be grounds for immediate termination of this Agreement by the School District, notwithstanding any other provision in this Agreement.

- 18.8. This Agreement may be executed in several counterparts, each of which will be regarded as an original and all of which will constitute one and the same document.

Dated: 5-23-19



For the Confederated Tribes of the Colville Reservation

Dated: \_\_\_\_\_

\_\_\_\_\_  
For the Inchelium School District No. 70

