

MEMORANDUM OF UNDERSTANDING

Confederated Tribes of Siletz Indians
and
Lincoln County School District

Recitals

Whereas,

1. The Confederated Tribes of the Siletz Indians (“the Tribe” or “CTSI”) is a sovereign nation whose operations include educational programs and other services;
2. The Lincoln County School District (“District”) is a public school district organized under Oregon law responsible for delivering quality education to Pre-K to 12 students within its boundaries; and
3. The District is privileged to provide educational services to Pre-K-12 Native students;
4. Title VI, Section 6114(b)(7) and (c)(3)(C) (20 USC Section 7434) require school districts applying for Indian Education formula grants (Title VI) funds to consult with Indian tribes located in the community on the development of a Title VI comprehensive program in a timely, active, and ongoing manner.
5. Title VIII, Section 8538 of the ESEA (20 USC Section 2918) requires affected school districts to consult with Indian Tribes or Tribal organizations approved by the tribes located in the area served by the school district prior to a school district’s submission of a required plan or application for a covered program affecting Native students before submitting plans or application, and that such consultation shall be done in a manner and in such time that provides the tribes or tribal organizations opportunity to meaningfully and substantively contribute to such a plan;
6. The programs for which affected school districts must consult with Indian tribes before submitting plans or applications include:
 - a. Title I, Part A (Improving Basic Programs Operated by State and Local Educational Agencies)
 - b. Title I, Part C (Education of Migratory Children)
 - c. Title I, Part D (Prevention and Intervention Programs for Children and Youth who are Neglected, Delinquent, or At-Risk)
 - d. Title II, Part A (Supporting Effective Instruction)
 - e. Title III, Part A (English Language Acquisition, Language Enhancement, and Academic Achievement Act)
 - f. Title IV, Part A (Student Support and Academic Enrichment Grants)

- g. Title IV, Part B (21st Century Community Learning Centers)
- h. Title V, Part B, subpart 2 (Rural and Low-Income School Program)
- i. Title VI, Part A, subpart 1 (Indian Education Formula Grants to Local Educational Agencies)
- j. Aligning for Student Success: Integrated Guidance application and reporting.

7. The District has determined that it is an affected recipient of Indian education grant dollars under Title VI of the ESEA and as such, it is required to consult with Indian tribes located in the Lincoln County community on plans or applications for covered programs impacting Native students.

8. The District desires, and federal law requires, that the Tribe have the opportunity to make meaningful and substantial contributions to the District's plans;

9. The parties share a mutual goal in maximizing achievement and opportunity for Tribal students.

Now, therefore, the parties resolve and agree as follows:

Agreement

Purpose and Scope:

The Confederated Tribes of Siletz Indians (CTSI) and the Lincoln County School District (District) shall work together to address the educational needs and concerns of Siletz Tribal Citizen students and Native American students in order to increase their academic achievement and success. This Memorandum of Understanding (MOU) will also support appropriate educational services and opportunities for all students, educators and members of CTSI.

This MOU formalizes a collaborative relationship between CTSI and the District for the betterment of all students. This agreement outlines a process to identify and address educational needs for the purpose of improving academic achievement and success of the Native American students attending school in the District. This MOU is not intended to create a financial obligation for either party.

Effective Date and Period of Agreement:

This MOU is effective upon signature of the authorized officials for CTSI and the District. The MOU may be amended by agreement of the parties. The term of the MOU is two (2) years. Renewal of the MOU shall require approval of CTSI and the District. If either party wishes to terminate this MOU, written notice shall be given to the other party thirty (30) days prior to termination of the agreement. This MOU may be terminated by either party for any reason.

Points of Contact:

For CTSI:

- Alissa Lane CTSI Education Director, Confederated Tribes of Siletz Indians
- Jeff Sweet, Education Department, Lincoln County Area Education Specialist, Confederated Tribes of Siletz Indians - Primary Education contact for Lincoln County School District
- Other CTSI Education Specialist, Confederated Tribes of Siletz Indians – Consultation Support Staff

For the District:

- Title VI Matters: Aaron Belloni, Deputy Superintendent of Student Services, Lincoln County School District
- Other Federal Program Matters: Sandy Mumney, Elementary Director, Lincoln County School District
- Student Success Act/Student Investment Account Matters: Majalise Tolan, Superintendent, Lincoln County School District
- All Matters: Majalise Tolan, Superintendent, Lincoln County School District

Areas of Agreement:

The Siletz Tribe and the District agree to work collaboratively through this MOU in the following areas:

1. To encourage Native American students to achieve academic excellence and to identify and remove impediments that keep them from attaining that goal.
2. To ensure equitable access and participation in all school programs and/or activities and clubs for Native American students at every grade level and to promote and acknowledge the month of November as Native American Heritage Month.
3. To effectively monitor and evaluate attendance and exclusionary discipline disparities and policies in a timely manner.
4. To provide LCSD Title VI Program Staff with access to support and assist with Native American student academic and behavioral performance.
5. To support student and family access to Siletz resources and programs.
 - a. CTSI will allow eligible students to participate in the Tribe's Supplemental Education Program or Johnson O'Malley (JOM) Program and support students with school fees, supplies and resources.

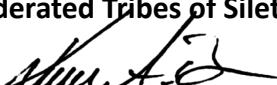
6. To fully implement Tribal History | Shared History, Senate Bill 13 Curriculum for students at all District schools based on the resources provided by the Oregon Department of Education (ODE).
7. To ensure that the Siletz Education Department has an active voice in district decisions affecting Siletz children. CTSI will provide assistance to the District in the design and delivery of Culturally Responsive pedagogy training materials and professional development which may assist the District in meeting the unique needs of Native American students within the District. The Siletz will also foster access to and assist in vetting materials used to educate all students about the history and culture of the Siletz.
8. To develop programs and services that foster an increase in high school graduation rates and to promote college and career readiness for Native American students.
9. To honor tribal sovereignty and work toward the elimination of discrimination in all aspects of our relationship.
10. The District and CTSI will collaboratively work to actively recruit and retain Native Americans for classified, licensed, and administrative positions.
11. To acknowledge the cultural significance of tribal regalia within participation of formal District ceremonies.
12. To ensure the placement of the Siletz flag in the District Office front foyer as recognition of the collaborative partnership between the District and CTSI.
13. To meet at least annually to discuss potential funding opportunities, Consultation on Federal and State programs and for support of Tribal programs and activities involved at the District.
14. The District and CTSI agree to share non-personally identifiable student data for the purposes of research and enhancing outcomes for District and CTSI students. The District and CTSI will continue to explore opportunities to share data that promotes student success and academic attainment.
15. The parties agree to review this MOU together at least annually. The parties will meet in good faith not later than 90 days before the expiration of its two-year term to discuss the benefits of the MOU, whether to renew the MOU and the terms of the renewed MOU.

Voluntary; No Independent Contractual Obligation:

This MOU is the result of voluntary consultation between the parties, stemming from a mutual goal in maximizing achievement and opportunity for Tribal students. The terms of this MOU are non-contractual and create no independent contractual obligation on the parties. Each party named commits to following the intent of this MOU so far as reasonably possible, and consistent with applicable State, Tribal and Federal constitutions, laws, statutes, educational acts, regulations and treaties. This MOU has been reviewed and approved by the Siletz Tribal Council and the District School Board.

IN WITNESS WHEREOF, the Signatory Parties have executed this Memorandum of Understanding as set forth below.

Confederated Tribes of Siletz Indians:

By: 

Kurtis Barker, Chief Executive Officer, Confederated Tribes of Siletz Indians

Date: 12/30/2025

Lincoln County School District:

By: _____

Peter Vince, Lincoln County School District Board Chair

Date: _____