

**MEMORANDUM OF AGREEMENT**  
**between**  
**SCAPPOOSE SCHOOL DISTRICT**  
**and**  
**THE CONFEDERATED TRIBES OF THE GRAND RONDE**  
**COMMUNITY OF OREGON**

**I. BACKGROUND**

The Confederated Tribes of the Grand Ronde Community of Oregon (“Tribe”) is a federally recognized Indian Tribe comprised of more than 27 tribes and bands, including the Umpqua, Molalla, Rogue River, Kalapuya, and Chasta Bands.

Education is a priority for the Tribe. The Tribe operates an all-day/year-round preschool, a Chinuk immersion program for K-3<sup>rd</sup> grade students, Chinuk lessons for K-5<sup>th</sup> grade students, and a library on its reservation. The Tribe’s Education Department offers a variety of programs to help equip Tribal members with the knowledge and skills needed to prosper, support their families, and enhance their community. The Tribe has also developed a curriculum for the teaching of native history that is used by several school districts in Oregon.

The Scappoose School District (“District”) is located in Scappoose, Oregon. Scappoose is within the traditional homelands of the Multnomah Chinook. These people had numerous villages on both sides of the Columbia River focused around Sauvie Island. These include villages in and around the city of Scappoose. The prominent features of these villages were large wooden structures known as Plankhouses. Today a replica Plankhouse stands at the Ridgefield National Wildlife refuge. The Multnomah were accounted for in the Willamette Valley Treaty of 1855, which provided for their removal to the Grand Ronde Reservation. Today, Tribal members continue to return to their homelands on the Columbia River to hunt, fish, and gather traditional resources.

The District is a public entity serving students in Columbia County. The District provides education services for students entering grades K-12. Scappoose High School’s Mascot is the Scappoose Indians. This mascot is significant in part due to the fact that Scappoose was named by the indigenous peoples who lived on these lands since time immemorial, the Multnomah Chinook. We feel a deep sense of pride and connection with our historic population. We honor these predecessors, as well as feel honored to be known throughout the state and beyond as the Scappoose Indians.

**II. GOALS**

The overall goal of this Memorandum of Agreement (“Agreement”) is to foster a positive relationship between the Tribe and the District, and to agree on a culturally appropriate way to use and portray the District’s mascot. More specifically the goals are:

**A. Goals of the Tribe.**

1. To build respect and understanding of the Tribe’s history and culture.

2. To give all youth the opportunity to learn the Tribe's curriculum.
3. To foster a culturally respectful representation of Native American symbolism and pride.

**B. Goals of the District.**

1. To foster respect and informed understanding of the Tribe and other Native Americans.
2. To adopt a culturally appropriate mascot.

**III. MASCOT LEGISLATION**

This Agreement is intended to satisfy all the requirements of ORS 332.075.

**IV. EFFECTIVE DATE AND PERIOD OF AGREEMENT**

This Agreement is effective upon signature of the authorized officials of the District and the Tribe. This Agreement may be amended if and when the State Board of Education adopts the rules required under ORS 332.075. This Agreement may also be amended by agreement of the parties. The term of this Agreement is for eight (8) years. This Agreement shall be reviewed after the first year and again after the fourth year of the agreement. Renewal of this Agreement shall require approval by the District and the Tribe. If either party wishes to terminate this Agreement, written notice shall be given to the other party thirty (30) days in advance.

**V. ELEMENTS OF THE AGREEMENT**

**A. Acceptable Uses of Mascot.** The Scappoose High School mascot is the Scappoose Indians. The current mascot image is:



The Tribe and District shall meet and modify the current mascot image to ensure that it is culturally appropriate. The mascot and the use of the name "Indian" may be used as follows: as a sports mascot, on all sports equipment and facilities, and in "school spirit" related items.

**B. Curriculum.** The Tribe has developed a history curriculum. The curriculum was created because of the need for historically accurate and culturally relevant curriculum in Oregon schools about Oregon Native Americans. The District has reviewed the curriculum and agrees to begin using the curriculum on or before Fall 2017. The District agrees to use the curriculum as provided by the Tribe without revision, unless approved by the Tribe. In addition, the Tribe and District will work to incorporate into classroom education culturally appropriate materials and activities to educate all

students in the District about the history and culture of the Tribe and Native people. Classroom teaching shall include, but not be limited to, history of the Tribe, information on governmental structure of the Tribe, Federal Indian policy in the United States, and cultural practices of the Tribe. The Tribe agrees to be a resource for information and materials.

**C. Native Club.** The District shall sponsor a Native Club for all students in grades 6-12 that desire to participate. The District agrees to treat the club in the same manner as all school clubs and organizations, and provide time and space for the club to meet.

## **VI. ENFORCEMENT AND DISPUTES**

**A. Representatives.** Each party to this Agreement shall appoint a minimum of one (1) representative each to respond to inquiries about issues addressed in or affected by this Agreement. These representatives shall oversee the implementation of the provisions set forth in this Agreement and address ongoing student issues.

The representatives shall make recommendations to the parties as to how the Agreement might be improved based on their experience, and the parties shall consider recommendations during the annual review of this Agreement.

**B. Dispute Resolution.** In the event disputes arise out of or related to this Agreement, the parties hereby agree upon the following dispute resolution methods:

1. In the event either party believes that the other party has breached this Agreement, the party alleging any breach shall give written notice to the other party in the manner provided herein. The notice shall identify the specific provisions of this Agreement alleged to have been breached and shall specify the factual basis for the breach. The other party shall have thirty (30) days in which to remedy the breach or provide a written response as to why no breach has occurred.
2. If the party alleging the breach is unsatisfied with the response, the parties agree to meet within thirty (30) days of the date of receipt of the written response in an effort to resolve the dispute.
3. In the event the dispute cannot be resolved informally between the parties, the dispute shall be submitted to a mediator agreed upon by the parties as soon as reasonably practicable after the informal meeting. In the absence of agreement, each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. The mediation fees and mediator's expenses shall be shared equally between the parties. The parties agree to exercise their best efforts and good faith to resolve the dispute.

Either party may also, in its discretion, terminate this Agreement as provided in Section IV above.

**VII. GENERAL**

**A. School Policies.** Attached to this Agreement as Appendix A are the school policies adopted in accordance with ORS 339.356 that address complaints based on harassment, intimidation, or bullying and cyberbullying, and a description of how the policies are distributed to parents and students who attend the public schools.

Attached to this Agreement as Appendix B are the school policies adopted in accordance with OAR 581-021-0049 that address complaints based on race, color, religion, sex, sexual orientation, national origin, marital status, age, or disability, and a description of how the policies are distributed to parents and students who attend the public school. It is the sole responsibility of the District to ensure these policies are current and enforced.


**B. Sportsmanship Responsibility.** The school principal, coach, and other responsible officials of the District shall take all reasonable measures to ensure the District's coaches, players, students and supporters adhere to the Oregon School Activities Association ("OSAA") rules regarding sportsmanship, and maintain a respectful attitude towards any and all Native mascots.

If the school principal, coach, or other responsible official of the District witnesses or is aware of derogatory and/or unsportsmanlike language or activities involving the "Indian" mascot, the school will file a written notice with the OSAA in accordance with their rules regarding violation of regulations, seeking penalization of the offending school.

**VIII. GOVERNING LAW**

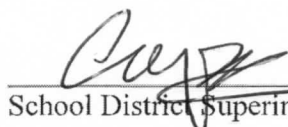
This Agreement and all disputes arising out of or related to this Agreement will be governed by the laws of the Confederated Tribes of the Grand Ronde Community of Oregon. In no event shall this or any other provision of this Agreement be construed as a waiver of sovereign immunity of the Tribe.

**CONFEDERATED TRIBES OF THE GRAND RONDE COMMUNITY OF OREGON**

  
\_\_\_\_\_  
Tribal Council Chairperson

2-16-17.  
\_\_\_\_\_  
Date

**SCAPPOOSE SCHOOL DISTRICT**

  
\_\_\_\_\_  
School District Superintendent

2/17/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
School Board Chairperson

2/22/17  
\_\_\_\_\_  
Date