

MEMORANDUM OF AGREEMENT
Between
SCAPPOOSE SCHOOL DISTRICT ("SSD")
And
THE CONFEDERATED TRIBES OF THE GRAND RONDE
COMMUNITY OF OREGON
("TRIBE")

I. BACKGROUND

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

Education is a priority for the Tribe. The Tribe operates an Education Division which includes the Office of Early Childhood Education, a Tribally Operated School, Office of Youth Enrichment, Office of Youth Education, Library, and various administrative services including Student Support Services Program, Office of Curriculum & Instruction, Office of Food/Nutrition Services, and Higher Education Program. The Tribe's Education Division 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 ("SSD") 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 SSD is a public entity serving students in Columbia County. The SSD 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. The SSD and community feels a deep sense of pride and connection with their historic population. The SSD and community 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 SSD, and to agree on a culturally appropriate way to use and portray the SSD'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 SSD.

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

V. POINTS OF CONTACT

The Tribe designates the Director of the Tribe's Education Division as the point of contact for the Tribe and the Scappoose School Board designates SSD Superintendent, or his designee, as the point of contact for the SSD on all matters as it relates to this Agreement. A communication plan will be developed to assist the Tribe and SSD with the flow of communication and information.

VI. REVIEW

This Agreement must be reviewed on an annual basis in March of each year. The Superintendent, or his designee, and Director of Tribe's Education Division will schedule these reviews for the term of the Agreement. The purpose of the review is to evaluate the elements of the Agreement and discuss compliance and support. If necessary, amendments to the Agreement can be proposed. The following persons shall participate in the annual review: SSD Superintendent, and Director of Tribe's Education Division. The following may be invited to participate: all SSD Principals, Tribe's Education Department Managers, and others deemed necessary.

VII. ELEMENTS OF THE AGREEMENT

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



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 curriculum for all elementary grade levels and across secondary content areas. The Tribe will develop and make available curriculum for all grades K-8th grade as well as several content areas for High School. The curriculum was created because of the need for historically accurate and culturally relevant curriculum in Oregon schools about Oregon Native Americans. The SSD agrees to fully implement the Tribe's curriculum with the following

implementation schedule:

School Year 2025-2026: Fully implement the Tribe's curriculum in one grade level at the K-5 level, one grade level at the 6-8 level, and one subject area for high school.

School Year 2026-2027: Fully implement the Tribe's curriculum by adding two additional grades at elementary and middle school level, and another subject area at the high school level.

School Year 2027-2028: Fully implement the Tribe's curriculum by adding two additional grades at elementary and middle school level, and one other subject area at the high school level.

School Year 2028-2029: The Tribe's curriculum will be fully implemented at elementary and middle school level.

The SSD agrees to have fully implemented curriculum in all grade levels and 3 subject areas for High School by the conclusion of year 5 of the Agreement. The SSD agrees to use the curriculum as provided by the Tribe without revision, unless approved by the Tribe. The Tribe agrees to be a resource for materials and information. The SSD also agrees to include a set of Tribally developed books in each school library. The Tribe agrees to provide the books.

C. Professional Development: The Tribe and SSD agree that successful implementation of the curriculum includes a component of professional development for SSD employees that centers on Tribal History, culture and customs. The Tribe agrees to provide such professional development with the Tribe's Annual Education Summit and specific professional development directly provided to the SSD. The SSD agrees to make every effort to send one representative from each grade level within the SSD in attendance at the annual Education Summit. At a minimum, the SSD will send a teacher from each grade level band, K-2, 3-5, 6-8, and 9-12. In addition, the SSD will provide at a minimum of once per school year, to its employees, the opportunity for professional development as it relates to the Tribe. The Tribe agrees to provide a minimum of one professional development to the SSD per school year. For every professional development session offered participants will have the opportunity to provide feedback as to the delivery and their learning. This professional development will enhance the relationship between the Tribe and SSD and create a foundation and context for the curriculum instruction.

VIII. 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.

IX. 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 SSD to ensure these policies are current and enforced.

B. Sportsmanship Responsibility. The school principal, coach, and other responsible officials of the SSD shall take all reasonable measures to ensure the SSD's coaches, players, students and

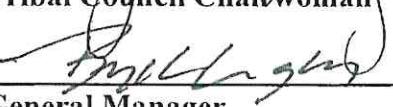
supporters adhere to the Oregon School Activities Association ("OSAA") rules regarding sportsmanship, and maintain a respectful attitude towards any and all Native mascots.

If the school principal, coach, or other responsible official of the SSD 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.

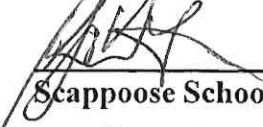
VIII. GOVERNING LAW

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

	<u>1-20-26</u>
Tribal Council Chairwoman	Date
	<u>1/13/2026</u>
General Manager	Date

SCAPPOOSE SCHOOL DISTRICT

	<u>1-27-26</u>
Scappoose School District School Board Chairperson	Date
	<u>1/21/2026</u>
Scappoose School District Superintendent	Date

Add an Appendix A: SCAPPOOSE SCHOOL DISTRICT 1J JFCF and JFCR AR from 1/10/2022

Add an Appendix B: SCAPPOOSE SCHOOL DISTRICT 1J AC and AC AR