Memorandum of Agreement

Authority

The Blue Lake Rancheria Tribal Education Agency was established by Tribal Council Resolution 19-26 on August 1, 2019 which is included as an appendix to this document.

Purpose

This agreement is for the express purpose of establishing a committed working relationship among the following organizations: (1) Blue Lake Rancheria Tribal Education Agency; (2) College of the Redwoods; (3) Humboldt County Office of Education; and (4) Northern Humboldt Union High School District. Individually, these organizations may be referred to in this Memorandum of Agreement ("MOA") as a "Party" or collectively as the "Parties." Until further written agreements as described in this MOA are executed by the Parties, no Party shall have any obligation to pay money or reimburse expenses incurred by any Party in performing under this MOA.

This agreement reaffirms the goals expressed in previous Letters of Support submitted by the Parties to the US Department of Education for the Native Youth Community Partnership Development Grant, and the State Tribal Education Program Development Grant. These goals include promoting innovation and efficiency, streamlining education with increased focus on improving student outcomes, and providing increased value to students enrolled in secondary and post-secondary programs focused on college and career readiness, and workforce development.

Collaborative work under this agreement is for:

- the development of a Joint Powers Agreement establishing the governing body of a Regional Occupational Center and Program (ROC/P) by January 29, 2021;
- the development of work-based learning experiences, including but not limited to internships, and apprenticeships, and/or career exploration opportunities for Native American secondary students which align with in-demand industry sectors or occupations by September 30, 2022;
- the development of Career and Technical Education supplemental programming aligned with Model Curriculum Standards which will utilize the facilities at the Toma Resilience Campus by September 30, 2022;
- the capacity building the Blue Lake Rancheria Tribal Education Agency in knowledge needed to administer education programs in areas such as data collection and analysis, fiscal accountability, and other areas deemed necessary for the proper implementation of secondary and post-secondary programming including the development of standard operating procedures by September 30, 2022;
- the creation of a student data sharing process which will be consistent with FERPA by December 30, 2020 if needed to continue the work under this agreement at that time, or by September 30, 2022, one month following the *projected* opening date of the Toma Resilience Campus;

- assistance from the Blue Lake Rancheria Tribal Education Agency to the other organizations with regards to staff training and curriculum adaptation in the areas of the history, language and culture of the Tribes of the Northcoast through September 30, 2023;
- the exploration of the concept of establishing a new Tribally focused secondary school academy within current secondary school structures incorporating local Native history & culture focused on the following career pathways:
    - Building & Construction Trades
    - Health Science & Medical Technology
    - Hospitality, Tourism, and Recreation: specifically, Nutrition, Foods, and Culinary Arts
    - Energy, Environment, and Utilities: *Installation, Maintenance, and Repair* of industrial machinery involved in heating, air conditioning and refrigeration, including electrical power-lines focused on renewable energy sciences (i.e. solar & wind); *and*
- should the concept of a career pathways or academies at the Toma Resilience Campus prove viable, the development of: an academy concept, mission statement, defined education model, governance structure, budget, curriculum, and the expansion and development of partnerships with key stakeholders by September 30, 2023.

It is further agreed that the existing relationship known as the Center for Tribal Innovation and Entrepreneurship (C-TIE) between the Blue Lake Rancheria, Humboldt County Office of Education, and Northern Humboldt Union High School District established for the implementation of the US Department of Education, Office of Indian Education: Native Youth Community Project Development grant in October 2018, will be expanded to include College of the Redwoods.

It is further agreed that the Blue Lake Rancheria Tribal Education Agency will establish separate contracts with (a) College of the Redwoods; (b) Humboldt County Office of Education; and (c) Northern Humboldt Union High School District, detailing each of the organization's particular responsibilities with regards to the bullet points noted above, and their compensation for services provided to the Blue Lake Rancheria Tribal Education Agency. These contracts will be negotiated, finalized, and committed to by December 30, 2020.

It is further agreed that the four organizations will participate in Tribal consultation required under Federal education programs.

Key contacts for this agreement are:

Blue Lake Rancheria Tribal Education Agency:

Dr. Jason Ramos, President, Board of Education & BLR Tribal Council Member
Bonnie Mobbs, TEA Executive Director & STEP Grant Project Director
Alison Robbins, TEA Clerk of the Board & NYCP Grant Program Director

College of the Redwoods:

Dr. Keith Flamer, President & Superintendent Redwoods Community College District
Kerry Mayer, Dean – Career & Technical Education

Prudence Ratliff, Director - Workforce & Community Education

Humboldt County Office of Education:

Dr. Chris Hartley, Superintendent
Karling Skoglund, Program Manager - Career & College Resources
Jack Sheppard, Program Coordinator – Trades Academy & Regional Trades Education

Northern Humboldt Union High School District:

Roger Macdonald, Superintendent
Karen Skoglund, Indian Education Coordinator
Jack Bareilles, CTE Coordinator & Grant Writer

It is agreed that the key contacts listed above may assign other members of their organization's staff or contracted service providers to facilitate specific portions of this agreement due to specialized subject matter knowledge.

General Roles and Responsibilities under this Agreement

The Blue Lake Rancheria Tribal Education Agency will be the primarily responsible party for: scheduling meetings, maintaining documentation, the reimbursement of expenses incurred in the pursuit of activities, and reporting progress to the Parties. The TEA will utilize information provided by the consortium partners in the design and implementation of the Recruit, Retrain, and Retain Educators (R3E) program, taking the lead on recruiting Native American persons as potential Designated Subject Credential candidates for work in the Career Readiness Education programs at the Toma Resilience Campus.

Humboldt County Office of Education will be the primary party for providing data sharing agreement templates. HCOE will continue to provide BOE capacity building training, as able. HCOE will continue to work with the Humboldt County Workforce Development Board in the implementation of work based learning opportunities incorporating the Blue Lake Rancheria's TEA plans for Modern Youth Apprenticeships.

College of the Redwoods will be the primary party for providing minimum credentialing guidelines for instructional staff for college credit, non-credit, and not for credit courses. CR will also provide guidance and support to establish dual enrollment agreement between the college and the TEA. CR will keep the BLR TEA apprised of internship opportunities available to their students who are dual enrolled in relevant college courses.

Northern Humboldt Union High School District coordinate efforts for parent involvement and engagement during the program design process, including surveys on potential academies or career pathways. NHUHSD will work with BLR TEA on coordination of Modern Youth Apprenticeships program

implementation. NHUHSD and BLR TEA will provide information to school counselors throughout the county on opportunities for Modern Youth Apprenticeships.

Miscellaneous

Relationship of the Parties. It is understood that this MOA is by and between four (4) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Each party shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

Non-liability of Officials and Employees. No official or employee of either party shall be personally liable for any default or liability under this MOA.

Amendment. This MOA may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOA shall be valid unless made in writing and signed by an authorized representative of each party hereto.

Entire Agreement. This MOA contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOA shall be deemed to exist or to bind either of the parties hereto. In addition, this MOA shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOA are hereby ratified.

Counterpart Execution. This MOA, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This MOA, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this MOA, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOA and any amendments hereto.

Signature Page

Dr. Jason Ramos, President,
Blue Lake Rancheria Tribal Education Agency Board of Education

July 27, 20
Date

Dr. Keith Flamer, President & Superintendent
Redwoods Community College District

July 22, 2020
Date

Dr. Chris Hartley, Superintendent, Humboldt County Office of Education

07/29/2020
Date

Roger Macdonald, Superintendent, Northern Humboldt Union High School District

8.17.2020
Date