

2023-677

RESOLUTION

WHEREAS, it is the recommendation of the Education & Employment and Community Development Committees to approve the State-Tribal Education compact between Washington State Office of Superintendent of Public Instruction and the Colville Tribe. Chairman or designee to sign all pertinent documents.

THEREFORE, BE IT RESOLVED, that we, the Colville Business Council, meeting in a **SPECIAL SESSION** this **7th day of September, 2023** acting for and on behalf of the Confederated Tribes of the Colville Reservation, Nespelem Washington, do hereby approve the above recommendation of the Education & Employment And Community Development Committees.

The foregoing was duly enacted by the Colville Business Council by a vote of **9 FOR 1 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:



Jarred-Michael Erickson, Chairman
Colville Business Council

cc: Cody Peone, Roger Finley, Committee Chair
Raylene Ensminger, Committee Secretary
Cody Desautel, Executive Director
William Nicholson II, Chief Financial Officer
Dept. or Program: Waylon Michel - PSIS



Confederated Tribes of the Colville Reservation

Nespelem, Washington

TO: COLVILLE BUSINESS COUNCIL

DATE: 8/16/23


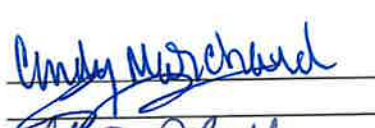
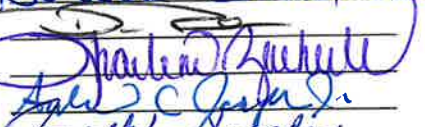
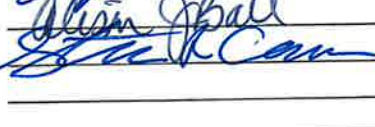

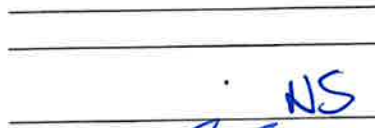
FROM: Education and Employment Committee

SUBJECT: Compact between CCT and OSPI

Initiated By: Waylon Michel, Superintendent

Program: PSIS

Committee Recommendations: Whereas, it is the recommendation of the Education and Employment committee to approve the State-Tribal Education compact between Washington State Office of Superintendent of Public Instruction and The Colville Tribe. Chairman or designee to sign all pertinent documents. ~~Chairman or Designee to sign all pertinent documents. Chairman or designee to sign all pertinent documents.~~


<u>COMMITTEE MEMBERS</u>	<u>VOTE CAST</u> (YES) (NO)	<u>COMMITTEE MEMBERS</u>	<u>VOTE CAST</u> (YES) (NO)
	X		X
	X		X
	X		X

Business Council Actions: _____ Seconded by: _____

9 FOR SC PT AB CMZ JS, RF
SZ DB NS Signed: _____

1 NAY KC Signed: _____

0 ABSTAINED Signed: _____

 NS
Committee Chairperson


CBC Chairperson

Date Enacted: 9.7.23

Amendments: _____

Emergency (10 Affirmative Signatures) Rationale: _____



Confederated Tribes of the Colville Reservation
Colville Business Council
AGENDA APPLICATION

**COMMITTEE**

Committee? Employment and Education

TOPIC

Agenda Topic PSIS Compact between CCT and OSPI 60

Estimated Time One Hour(s) Min(s)

CONTACT INFORMATION

Name Waylon Michel

Title Superintendent

Program/Entity Paschal Sherman Indian School

Work Phone 509-422-7581

Email Address wmichel@psischiefs.org

Q&A

QUESTION	YES	NO	N/A
Discussion only?		X	
Recommendation sheet?	X		
Powerpoint presentation?	X		
Supporting documentation?		X	
Administrative review complete?	X		
Chairman's signature necessary? (signature tabs required)	X		
Original documents submitted?			X

SIGNATURE

Waylon Michel 8/16/23

PROGRAM MANAGER OR DIVISION DIRECTOR DATE

DocuSigned by:

Tammy James 8/16/2023

DIVISION OR EXECUTIVE DIRECTOR DATE

COMMENTS

Supt report
 Policy document approval
 Discussion of PSIS CAP

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

Confederated Tribes of the Colville Reservation Contract Proposal Signature Sheet

Today's Date: **8/16/2023**

Date Due:

Allocated by what Funding Source: **Federal**

Tribal

State **x**

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

What Fund Number (include Contract/Grant):

FY: **2023**

Company/Vendor Name: **Compact between CCT and OSPI**
Amount:\$

Contract Dollar

Administering Program: **Paschal Sherman Indian School**

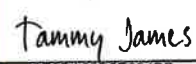
Requires Additional Dollars: Yes No

Matching Dollars: **N/A**

Indirect Dollars Identified: **0**

Summary of Contract content: **Whereas, it is the recommendation of the Employment and Education Committee to approve the State-Tribal Education compact between Washington State Office of Superintendent of Public Instruction and The Colville Tribe. Chairman or designee to sign all pertinent documents.**

 **8/16/23**
Program Manager Signature Required, Date

DocuSigned by:
 **8/16/2023**
Department Director Signature Required, Date

1) DocuSigned by:
 **8/21/2023**
Contracting Officer Signature and Approval Date

4) DocuSigned by:
 **8/16/2023**
TERO Representative Signature and Approval Date

2) DocuSigned by:
 **8/16/2023**
Reservation Attorney Signature and Approval Date

5) DocuSigned by:
 **8/21/2023**
Executive Director Signature and Approval Date

3) DocuSigned by:
 **8/17/2023**
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: 0

COMMENTS OR CONCERNS TO BE CLARIFIED PRIOR TO FURTHER PROCESSING

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.

STATE-TRIBAL EDUCATION COMPACT
BETWEEN THE
WASHINGTON STATE SUPERINTENDENT OF PUBLIC
INSTRUCTION
AND
THE COLVILLE TRIBE
School Years: 2023-2026

STATE OF WASHINGTON

AND

COLVILLE TRIBAL EDUCATION COMPACT

INTRODUCTION

THIS COMPACT is entered into pursuant to chapter 28A.715 RCW, State-Tribal Education Compact Authority, Resolution #2023-34 of the Colville Business Council, the governing body of the Confederated Tribes of the Colville Reservation, and the Constitution & Bylaws of the Colville Tribe.

PARTIES

THIS STATE-TRIBAL EDUCATION COMPACT is made and entered into by and between the WASHINGTON STATE SUPERINTENDENT OF PUBLIC INSTRUCTION (hereinafter “Superintendent”), on behalf of the STATE OF WASHINGTON, a sovereign state of the United States, with all rights and powers thereto pertaining; and the CONFEDERATED TRIBE OF THE COLVILLE RESERVATION COLVILLE (hereinafter “the Colville Tribe”), federally recognized as an Indian Tribe pursuant to Executive Order on April 9, 1872 , possessed of all sovereign powers and rights thereto pertaining.

RECITALS

WHEREAS, American Indian and Alaska Native students make up 2.5 percent of the total student population in the State of Washington and twenty-five percent or more of the student population in fifty-seven schools across the State;

WHEREAS, American Indian students in the State have the highest annual drop-out rate at 9.5 percent, compared to 4.6 percent of all students in each of grades nine through twelve;

WHEREAS, the parties recognize that the teaching of American Indian language, culture, and history is important to American Indian people and critical to the educational attainment and achievement of American Indian children;

WHEREAS, it is the intention of the parties that the State should support public education programs offered in tribal schools to assist tribal schools in providing comprehensive, culturally competent teaching and learning that can help close the educational opportunity gap among American Indian students;

WHEREAS, the Washington State Legislature, through chapter 28A.715 RCW, authorized the Superintendent in 2013 to enter into state-tribal education compacts with the governing bodies of Indian tribes located in Washington or of schools in Washington that are currently funded by the federal Bureau of Indian Affairs;

WHEREAS, the purpose of these state-tribal education compacts is to support K-12 schools

operated by eligible Indian tribes or tribal schools. Schools that are the subject of a state-tribal education compact are entitled, like Washington school districts, to receive state and federal education funding for enrolled students, including general apportionment, special education, categorical, and other non-basic education moneys;

WHEREAS, the Washington State Supreme Court held in *McCleary v. State* (2012) that the State should increase funding of basic education, additional state funding that is appropriated in response to the McCleary decision will be apportioned to schools that are subject to state-tribal compacts in the same manner as funds are appropriated to school districts;

WHEREAS, on January 12, 2023, the Colville Tribal Council adopted Resolution 2023-34 authorizing the submission of the Paschal Sherman Indian School Tribal Compact Application Colville to the Washington Office of the Superintendent of Public Instruction.

WHEREAS, on January 16, 2023, the Superintendent received the resolution and an application (hereinafter, "Application") to establish a state-tribal compact school referred to as *Paschal Sherman Indian School* (hereinafter, "School");

WHEREAS, on August 16, 2023 the Superintendent convened a government-to-government meeting with the Colville Tribe for the purpose of considering the resolution and application and initiating negotiations;

WHEREAS, this Compact reaffirms the State of Washington's and the Colville Tribe's important commitment to government-to-government relationships that has been recognized by proclamation, and in the Centennial Accord and the Millennium Agreement. The Compact builds upon the efforts highlighted by the Office of the Superintendent of Public Instruction (hereinafter, "OSPI") in its *2012 Centennial Accord Agency Highlights*, including the *Since Time Immemorial (STI): Tribal Sovereignty in Washington State Curriculum Project* that imbeds the history surrounding sovereignty and intergovernmental responsibilities into the State's classrooms; OSPI's regular meetings with the superintendents of tribal schools and the federal Bureau of Indian Education representatives at the regional and national level on issues relating to student academic achievement, accessing of funding for tribal schools, and connecting tribal schools to OSPI's K-20 network; and the recent establishment, in statute, of the Office of Native Education within OSPI;

NOW THEREFORE, in consideration of the foregoing and the mutual promises and other consideration recited in this Compact, the Superintendent and the Colville Tribe do enter into this Compact as provided for herein.

I. TITLE

This document shall be cited as “The State of Washington – Confederated Tribes of the Colville Reservation Education Compact.”

II. TERM OF COMPACT

Unless modified in accordance with the Amendment provision of the Compact, the Compact will have an initial term of three years, to commence on August 28, 2023, unless terminated sooner as provided in section VI (Nonrenewal and Termination).

Prior to expiration of the renewal term, the Parties will review this Compact and may agree to renew this Compact for an additional five-year term, or to negotiate a new Compact, subject to the nonrenewal and termination provisions of the Compact. Further, during any year of the Compact, the Colville Tribe may terminate or renegotiate the terms of the Compact. If the Colville Tribe terminates the Compact, it shall notify the Washington State Superintendent of Public Instruction in writing by June 1st of the year in question.

III. SCHOOL’S ROLES AND RESPONSIBILITIES

A. Educational Program

1. **Content Standards.** The Colville Tribe agrees that the School will conduct an educational program that satisfies the requirements of RCW 28A.150.200 through 28A.150.240 and RCW 28A.230.010 through 28A.230.195. Standards that must be met by the School include, but are not limited to, the following:
 - (a) Basic education, as defined in RCW 28A.150.200, .210 and .220;
 - (b) Instruction in the essential academic learning requirements and associated standards;
 - (c) Participation in, and performance on, statewide student assessments as provided for under federal and state law, including, but not limited to, RCW chapter 28A.655;
 - (d) Performance improvement goals, as provided for in RCW 28A.655.100, and associated requirements;
 - (e) Accountability measures;
 - (f) State graduation requirements;
 - (g) Academic standards applicable to Washington State public schools;
 - (h) Other tribal, state, and federal accountability requirements imposed by

statute, regulation, rule, policy or this Compact.

2. Curriculum. The Colville Tribe agrees to the following:
 - (a) The School will implement the educational program and curriculum consistent with the program and curriculum presented in the Final Approved Application. "Final Approved Application" means the application submitted by the School pursuant to WAC 392-800-825 through 835, together with any subsequent modifications to the application requested by the Superintendent and agreed to by the Colville Tribe.
 - (b) The School may revise and amend the educational program and curriculum presented in the Final Approved Application at its discretion and without requiring approval from the Superintendent or amendment to this Compact; provided, that such revisions or amendments do not materially change the school's mission or its student performance standards or targets as contained in the Final Approved Application, or violate any term of this Compact.
 - (c) The Colville Tribe will notify the Superintendent of any material changes or amendments to the educational program or curriculum as presented in the Final Approved Application.
3. Graduation Requirements for High Schools. The Colville Tribe agrees that the School's curriculum will meet or exceed all applicable graduation requirements as established by the State Board of Education. The Colville Tribe further agrees that it will comply with the provisions in chapter 180-51 WAC (High school graduation standards) that apply to school districts. Consistent with RCW 28A.150.220, learning requirements regarding languages other than English may be met by students receiving instruction in the Colville language.
4. Staff Qualifications.
 - (a) The Colville Tribe agrees that instructional staff employed at the School will be certificated consistent with the standards described in RCW 28A.410.010 and Title 181 WAC; provided, that the School may hire non-certificated instructional staff of unusual competence and in exceptional cases as specified in RCW 28A.150.203(7). The parties agree that this includes holders of first peoples' language, culture, and oral tribal traditions teacher certificates pursuant to WAC 181-78A-700.
 - (b) The Colville Tribe agrees that it will meet or exceed the employee record check requirements in RCW 28A.400.320 when employing School employees. The Colville Tribe further agrees that it will meet or exceed the mandatory termination and notification provisions of RCW 28A.400.320, 28A.400.330, 28A.405.470, and 28A.405.475.

- (c) If the Colville Tribe or Colville Tribe School Administration has reason to believe that an employee with a certificate or permit authorized under chapter 28A.410 RCW or chapter 28A.405 RCW has engaged in unprofessional conduct (chapter 181-87 WAC) or lacks good moral character (chapter 181-86 WAC), the School agrees to submit a complaint to the NorthEast Washington Educational Service District, Spokane, Washington at 509-789-3800 (hereinafter, “ESD”) stating the basis for the belief and requesting the ESD to submit the complaint to OSPI’s Office of Professional Practices (hereinafter, “OPP”). The School will simultaneously send a copy of the School’s complaint to OPP. Certificated and licensed staff employed by the School are subject to Title 28A RCW as well as any applicable state or federal laws.
- 5. Staff Training. The Colville Tribe agrees that the School will provide employees and staff with training required by applicable state and/or federal law.
- 6. Student Assessment. The students attending the School will be required to participate in all testing programs required by OSPI and the State Board of Education. The School will comply with all assessment protocols and requirements established by OSPI and the State Board of Education, maintain test security, administer the tests consistent with all tribal, state, and federal requirements and follow OSPI’s test administration and security requirements. If the Tribe identifies overlapping, conflicting, or duplicative requirements with Tribal or federal requirements related to student assessments, the Tribe and the State will consult in order to address or eliminate such duplication or redundancy.
- 7. English Language Learners.
 - (a) The Colville Tribe agrees that the School will at all times comply with all state and federal law applicable to the education of English language learners including, but not limited to, the Elementary and Secondary Education Act of 1965 (20 U.S.C. § 6301 et seq.) (the “ESEA”), Title VI of the Civil Rights Act of 1964, the Equal Educational Opportunities Act of 1974, to the extent such laws are applicable to the Tribe, and associated state laws or rules. The School will provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School will employ and train teachers to provide appropriate services to English language learners. The School will work to assure compliance with any and all requirements of state and federal law regarding services to English language learners.
 - (b) The Colville Tribe agrees that the School will provide transitional bilingual instructional in accordance with chapter 392-160 WAC (Special service program—Transitional bilingual) and as presented in its Final Approved Application.

8. **Students with Disabilities.** The Colville Tribe agrees that the School will provide services and accommodations to students with disabilities as set forth in the Final Approved Application and in accordance with any relevant policies thereafter adopted, as well as with all applicable provisions of the Individuals with Disabilities Education Act (20 U.S.C. § 1401 et seq.), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) (“ADA”), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and all regulations promulgated pursuant to such federal laws. This includes providing services to attending students with disabilities in accordance with the individualized education program (“IEP”) recommended by a student’s IEP team. The School will also comply with all applicable tribal, federal and state laws, rules, policies, procedures and directives regarding the education of students with disabilities including, but not limited to, chapter 28A.155 RCW and chapter 392-172A WAC (Rules for the provision of special education).
9. **Supplemental Programs.** The Colville Tribe agrees that the School will provide supplemental programs to students as presented in its Final Approved Application. The Colville Tribe agrees that the School will comply with all applicable state and federal legal requirements in providing such programs, including, but not limited to, Title I of the ESEA and chapter 392-162 WAC (Special service program—Learning assistance) and chapter 392-164 WAC (Special service program—Chapter 1 Migrant of the Education Consolidation and Improvement Act of 1981).
10. **Highly Capable Students.** The Colville Tribe agrees that the School will administer programs for the education of K-12 students who are highly capable which meet or exceed the requirements of chapter 392-170 WAC if the School accepts Highly Capable funding from the State. If the Colville Tribe or the School Administration doesn’t accept Highly Capable funding from the State, the Colville Tribe agrees to comply with the U.S. Department of Interior – Bureau of Indian Education (“BIE”) Highly Capable Program requirements. (Special service program—Highly capable students).
11. **Student Conduct and Discipline.** The Colville Tribe agrees that the School will comply with the School’s discipline policy contained in the Final Approved Application, as well as with all applicable state and federal laws relating to student discipline. The Colville Tribe further agrees that it will notify the Superintendent of any material changes or amendments to the Final Approved Application’s discipline plan.

B. School Operations

1. **Compliance with State and Federal Law.** The parties recognize that it is not the intention of this Compact to create a public-school district; nor is the intention to generally subject the School to Washington statutes and rules applicable to school districts and school district boards of directors except as expressly provided in this

Compact. Rather, this Compact is established under special legislative direction and the authority of RCW 28A.715. The parties have concluded that the provision of an appropriate education to members of the Colville Tribe is enhanced through the development of this Compact. The Colville Tribe agrees to comply with applicable laws, including but not limited to applicable laws relating to health and safety, student and parents' rights, civil rights, nondiscrimination laws. The School will comply with applicable laws pertaining to student assessment, assessment administration, data collection, reporting, and remediation requirements, including but not limited to the Individuals with Disabilities Education Improvement Act (20 U.S.C. Sec. 1401 et seq.); the Federal Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g), the Elementary and Secondary Education Act (20 U.S.C. Sec. 6301 et seq.), and the McKinney-Vento Act (42 U.S.C. 11432 et seq.).

2. Student Data and Enrollment Reporting.

- (a) The Colville Tribe agrees that the School will report School enrollment to OSPI in the same manner and using the same definitions of enrolled students and annual average full-time equivalent enrollment as is required of Washington public school districts.
- (b) The Colville Tribe agrees that the School will meet all Comprehensive Education Data and Research System (CEDARS) reporting requirements as outlined in OSPI's annual CEDARS data manual.

3. Evaluation and Effectiveness Review.

- (a) The Colville Tribe agrees that, pursuant to WAC 392-800-855, it will annually evaluate the impact of this Compact on the academic success of American Indian and Alaska Native students enrolled in the School.
- (b) The Colville Tribe agrees to collect and report to the Superintendent academic growth data and high school graduation data by August 1 of each year during which this Compact is in effect.

4. Nonsectarian Status. The Colville Tribe agrees that the School will not engage in any sectarian practices in its educational program, admissions policies, employment practices, and all other operations. Further, the Colville Tribe agrees that the School will not be to any extent under the control or direction of any religious denomination. The School may continue to conduct culturally appropriate activities for special events as has been done historically.

5. Non-discrimination. The Colville Tribe agrees that the School will comply with all applicable federal and state non-discrimination laws, regulations and policies which are otherwise applicable to Washington public schools, including but not limited to chapters 28A.640 and 28A.642 RCW. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, honorably discharged

veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability, be unlawfully excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any activity performed by the School or its agents. Provided, nothing herein is intended to limit any exemption under federal or state law pertaining to employment practices under which a preferential treatment is given to any individual because he or she is an Indian living on or near a reservation. Provided further, nothing herein is intended to limit any exemption under federal or state law pertaining to student enrollment practices under which a preferential treatment is given to any individual because he or she is a Tribal member or sibling of an already enrolled student. Provided finally, the Colville Tribe is not subject to the requirements of WAC 392-190-075 (Compliance—Complaint procedure—Office of superintendent of public instruction); in the event OSPI receives a complaint alleging that the School has violated federal or State non-discrimination laws, regulations, or policies, the parties agree to convene a government-to-government meeting for the purpose of discussing and addressing the alleged violation.

6. Recordkeeping and Auditing.

- (a) The School will comply with all applicable tribal, federal, and state, and OSPI recordkeeping requirements including those pertaining to students, governance, and finance.
- (b) The Colville Tribe agrees that the School will maintain all books, records, documents, data and other evidence relating to this Compact, including School administrative and student records for a period of six years following the expiration, nonrenewal, or termination of the Compact. These records must be subject at all reasonable times to inspection, review or audit by OSPI, personnel duly authorized by the Superintendent, the Office of the State Auditor, and federal and state officials so authorized by statute, regulation or agreement. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved. The parties will take reasonable steps to reduce or minimize costs imposed by an audit and undue interference with School operations.

7. Right of Inspection. The Colville Tribe agrees to provide right of access to the School to the Superintendent or any of its officers at all reasonable times, in order to monitor and evaluate compliance under this Compact on behalf of the Superintendent. All inspections and evaluations will be performed in such a manner that will not unduly interfere with the School Board or School's operations.

8. Student Welfare and Safety. The Colville Tribe agrees that the School will comply with all applicable federal, state, county and city health and safety laws. The

Colville Tribe further agrees that (a) the School will comply with the safety plan presented in its Final Approved Application, and (b) it will notify the Superintendent of any material changes or amendments to the Final Approved Application's discipline plan.

9. Transportation. The Colville Tribe agrees that the School will be responsible for providing students transportation in accordance with applicable tribal, state, and federal law, including, but not limited to, chapter 392-141 WAC (Transportation—State allocation for operations), chapter 392-142 WAC (Transportation—Replacement and depreciation allocation), chapter 392-143 WAC (Transportation—Specifications for school buses), chapter 392-144 WAC (School bus driver qualifications), and chapter 392-145 WAC (Transportation—Operation rules). The Colville Tribe further agrees that (a) the School will comply with the transportation plan presented in its Final Approved Application, and (b) it will notify the Superintendent of any material changes or amendments to the Final Approved Application's transportation plan.
10. School Calendar. The Colville Tribe agrees that the School will annually adopt a School calendar with an instructional program that meets or exceeds the compulsory school attendance requirements of state law, financial guidelines, and state rules, including, but not limited to, RCW 28A.150.220, RCW 28A.225.010, chapter 180-16 WAC (State support of public schools), and chapter 392-410 WAC (Courses of study and equivalencies). The Colville Tribe further agrees that it will notify the Superintendent of any changes or amendments to the School's calendar as presented in the Final Approved Application.
11. Admission and Enrollment.
 - (a) The Colville Tribe will not charge students tuition except to the same extent as school districts may be permitted to do so with respect to out-of-state and adult students pursuant to chapter 28A.225 RCW; provided, that the Colville Tribe may charge students fees for participation in optional extracurricular events and activities.
 - (b) The Colville Tribe agrees that it will not limit admission to the School on any basis other than age group, grade level, or capacity and must otherwise enroll all students who apply; provided, that if capacity is insufficient to enroll all students who apply, the School may prioritize the enrollment of Colville Tribe members, members of other federally recognized tribes, and siblings of already enrolled students.
12. School Facilities.
 - (a) The Colville Tribe agrees that the School facilities will meet or exceed the provisions of the ADA and any other federal, state, or tribal requirements applicable to public school facility access.

- (b) The School facilities will meet or exceed all applicable health, safety and fire code requirements and will be of sufficient size to safely house the School's anticipated enrollment.

13. Accountability for School Performance. The Colville Tribe agrees the School will compile and report assessment data as specified in the Memorandum of Understanding between the Office of the Superintendent of Public Instruction of the State of Washington and the U.S. Department of Interior – Bureau of Indian Education, and compliance with accountability measures will be determined by the Bureau of Indian Education.

14. Ethics.

- (a) The Colville Tribe agrees that no School administrator, or other School employee/representative authorized to enter contracts on behalf of the School, may be beneficially interested, directly or indirectly, in a contract, sale, lease, purchase, or grant that may be made by, through, or is under the supervision of the officer or employee, in whole or in part, or accept, directly or indirectly, any compensation, gratuity, or reward from any other person beneficially interested in the contract, sale, lease, purchase, or grant.
- (b) The Colville Tribe agrees that no School administrator may use his or her position to secure special privileges or exemptions for himself, herself, or others.
- (c) The Colville Tribe agrees that no School administrator may give or receive or agree to receive any compensation, gift, reward, or gratuity from a source except the School, for a matter connected with or related to their services as a Board Member or School administrator unless otherwise provided for by law except as culturally appropriate as determined and approved by the Tribal Council or School Board.
- (d) The Colville Tribe agrees that no School administrator may accept employment or engage in business or professional activity that the officer might reasonably expect would require or induce him or her by reason of his or her official position to disclose confidential information acquired by reason of his or her official position.
- (e) The Colville Tribe agrees that no School administrator may disclose confidential information gained by reason of the officer's position, nor may the officer otherwise use such information for his or her personal gain or benefit unless otherwise permitted by law.
- (f) Terms in this provision will have the definitions set out in RCW 42.52.010. The Advisory Opinions of the Executive Ethics Board shall provide non-

binding guidance for the parties' interpretation of this provision.

- (g) This provision does not apply to the following cases:
 - (i) The letting of any employment contract for the driving of a school bus if the terms of such contract are commensurate with the pay plan or collective bargaining agreement operating in the School;
 - (ii) The letting of an employment contract as a substitute teacher or substitute educational aide, if the terms of the contract are commensurate with the pay plan or collective bargaining agreement operating in the School and the Colville Tribe has found that there is a shortage of substitute teachers in the School.
 - (iii) The letting of any employment contract to the spouse or other family member of an officer of the School, if the terms of the contract are commensurate with the pay plan or collective bargaining agreement operating in the School.

C. School Finance

1. Legal and Accounting Compliance. The Colville Tribe agrees that the School will comply with all applicable state financial and budget rules, and financial reporting requirements, including, without limitation, the following:

- (a) The provisions of chapter 392-101 WAC (Superintendent of public instruction— Administrative practices and procedures), chapter 392-115 WAC (Finance—Audit resolution process), chapter 392-117 (Timely reporting), chapter 392-121 WAC (Finance—General apportionment), chapter 392-122 WAC (Finance—Categorical apportionment), chapter 392-123 WAC (Finance—School district budgeting), chapter 392-127 WAC (Finance— Certificated instructional staff ratio (46:1000) compliance), chapter 392-129 WAC (Finance—Emergency school closure), chapter 392-134 WAC (Finance—Apportionment for part-time public school attendance), chapter 392-138 (Finance—Associated student body moneys), and chapter 392-140 WAC (Finance—Special allocations), that apply to first class school districts;
- (b) The Accounting Manual for School Districts; and
- (c) The Administrative Budgeting and Financial Reporting Handbook.

2. Audits.

- (a) The Colville Tribe recognizes that the School will be subject to financial examinations and audits as determined by the Washington State Auditor, including annual audits for legal and fiscal compliance. The audits shall use August 31 as the

School's fiscal year-end. Within the scope of its responsibilities, the State Auditor's Office may conduct the following types of audits:

- (i) Financial statement;
 - (ii) Legal and fiscal compliance;
 - (iii) Federal single;
 - (iv) Special investigation (includes fraud audit); and
- (b) The Colville Tribe agrees that it will be financially responsible for all costs associated with the audit(s).
 - (c) The Colville Tribe agrees to provide the Superintendent with a copy of any audits prepared under this provision.
 - (d) Nothing in this Compact precludes the Colville Tribe from conducting its own audits.
3. Non-Commingling. The Colville Tribe agrees that assets, funds, liabilities and financial records of the School will be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization unless approved in writing by the Superintendent. Additionally, public funds and assets received by the School will be tracked and accounted for separately.
4. Assets.
- (a) The Colville Tribe agrees that the School shall maintain a complete and current inventory of all school assets that:
 - (i) were purchased with funds received by the School under chapter 28A.715 RCW and this Compact, and
 - (ii) cost more than \$5,000 (including sales tax and ancillary costs), or
 - (iii) are small and attractive assets that cost \$300 or more (including sales tax and ancillary costs).

Assets include land, infrastructure, and improvements to land, buildings, leasehold improvements, vehicles, furnishings, equipment, collections, and all other tangible and intangible assets that are used in school operations. Small and attractive assets include, but are not limited to Optical Devices, Binoculars, Telescopes, Infrared Viewers, Rangefinders, Cameras and Photographic Projection Equipment, Desktop Computers (PCs), Laptops and Notebook Computers, Tablets and Smart Phones, Television Sets, DVD Players, Blu-ray Players, and Video Cameras (home type).

- (b) The School shall update the inventory annually and shall take reasonable precautions to safeguard assets acquired with funds received by the School under chapter 28A.715 RCW and this Compact.
 - (c) The Colville Tribe agrees that if this Compact expires or is terminated or the School otherwise ceases to operate, School assets will be deemed to be public assets if at least 50 percent of the funds used to purchase the asset were funds received by the School under chapter 28A.715 RCW and this Compact. Any assets acquired wholly or more than 50% with tribal or other non-State funds must be disposed of consistent with applicable federal, state, and tribal law, provided that the School must maintain records demonstrating the percentage of public funds used to acquire assets. If the School's records fail to establish clearly whether an asset was acquired with the use of public funds, the assets will be deemed to be public assets.
5. School funds. The Colville Tribe agrees that unused apportionment or related funding will remain in the school's accounts at the end of any budget year must remain in the school's accounts for use by the school during subsequent budget years. This does not include those funds which are subject to the carryover provisions of WAC 392-122-900 which allow for a carryover up to ten (10) percent of state Special Education funds and Learning Assistance Program (LAP) funds.
6. Location and Access. The Colville Tribe agrees that the School will maintain books, records, documents, and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended under this Compact. These records will be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the Superintendent, the State Auditor, and federal officials so authorized by statute, rule, regulation, or contract. The financial records must be maintained at the School's administrative office.

IV. SUPERINTENDENT'S RIGHTS AND RESPONSIBILITIES

A. Funding

1. Apportionment. The Superintendent will apportion funding for the School according to the schedule established under RCW 28A.510.250, including basic education apportionment and special education, categorical, and other non-basic education moneys.
2. Allocations for Certificated Instructional Staff. Allocations for certificated instructional staff will be based on the average staff mix ratio of the school, as calculated by the Superintendent, using the statewide salary allocation schedule and related documents, conditions, and limitations established by the Omnibus

Appropriations Act. If the allocation process is changed by legislation, it is agreed that funding will be provided based on the new regulations.

3. Allocations for Classified and Administrative Staff. Allocations for classified staff and certificated administrative staff will be based on the salary allocations of the school district in which the School is located, subject to conditions and limitations established by the Omnibus Appropriations Act.
4. Statewide salary allocation schedule. Nothing in this provision requires the School to use the statewide salary allocation schedule when establishing compensation for individual School employees.
5. Teacher Retirement System (TRS) and Public Employees Retirement System (PERS). The Colville Tribe and has the option of enrolling the School staff through the Department of Retirement Systems in TRS or PERS.

B. Oversight and Enforcement

1. Consultation. At least two (2) times each year, the Superintendent or his or her designee and the Colville Tribe or its designee will engage in consultations relating to School operations, performance, and accountability. Nothing herein shall preclude a party from requesting government-to-government consultation at any time.
2. Oversight and Enforcement. The Superintendent will manage, supervise, and enforce this Compact. OSPI will monitor the School's performance under this Compact and hold the School accountable to the performance of its obligations under the terms of this Compact, including any applicable federal and state laws with which this Compact requires compliance. This may include, but is not limited to, offering technical assistance, addressing any compliance concerns with the School, working with the School to develop action plans to correct any compliance issues, withholding payments of state funds, or imposing other sanctions pursuant to this Compact. Likewise, the Colville Tribe will monitor the State's compliance with this Compact.
3. Inquiries and Investigations. The Superintendent may conduct or require oversight activities including, but not limited to, inquiries, audits, or investigations consistent with chapter 28A.715 RCW, its implementing rules, and the terms of this Compact.
4. Notification of Perceived Concerns. The Superintendent agrees to notify the Colville Tribe or designee of any perceived concerns related to unsatisfactory performance or legal compliance under this Compact within reasonable timeframes considering the scope and severity of the concern. The Colville Tribe will respond within a reasonable time, which in no event will be longer than twenty-one (21) days. If the Colville Tribe does not remedy the problem in a timely fashion to the Superintendent's satisfaction, the Superintendent may take further action under

Section V or VI of this Compact.

5. Other Legal Obligations. Nothing in this Compact will be construed to alter or interfere with the Superintendent's obligations imposed under federal or state law, nor legal duties and obligations imposed on the Colville Tribe by federal law.

V. COMPLIANCE

A. Compliance

The Colville Tribe agrees that during the effective term of this Compact, it will comply with the terms of this Compact, chapter 28A.715 RCW, and any legislation or rules enacted after the effective date of this Compact that governs the operation and management of schools that are the subject of a state-tribal education compact.

B. Breach by the School

- (a) The parties agree that the violation of any material provision of this Compact may, in the discretion of the Superintendent, be deemed a breach and be grounds for withholding payment of state funds, or nonrenewal or termination of the Compact under Section VI. In making this determination, the parties will consider the underlying facts and circumstances including, but not limited to, the severity of the violation as well as the frequency of violations.
- (b) The School's failure to develop, execute, or complete a corrective action plan pursuant to Section IV.B of this Compact within the timeframe specified by the Superintendent, absent good cause, will constitute a breach of the Compact.

VI. NONRENEWAL AND TERMINATION

A. Nonrenewal

1. Notice. In the event the Superintendent, in his or her discretion, determines that the Compact shall not be renewed, the Superintendent will notify the Colville Tribe in writing of his or her intent not to renew the Compact. The notification will invite the Colville Tribe to participate in a government-to-government meeting for the purpose of discussing the Superintendent's intent not to renew the Compact, the reasons for the notice not to renew, and whether issues that supported the notice can be resolved.
2. Timing of notice. The Superintendent must provide notice of intent to non-renew the Compact no later than March 15 of the year in which the Compact expires.

B. Termination

1. Termination for Convenience. Either party may terminate this Compact effective as

of June 30 of any year by providing the other party with written notice of its intent to terminate on or before January 1 of the then-current calendar year. When providing notification of his or her intent to terminate the Compact under this provision, the Superintendent will state with specific reasons why the Superintendent believes the Compact should be terminated.

2. Termination for Cause

- (a) The parties may terminate this Compact for cause if either party materially breaches this Compact or fails to cure such a breach of the Compact's terms.
- (b) The non-breaching party will notify the breaching party of the non-breaching party's intent to terminate the Compact for cause. The notification will be in writing and will state with specific reasons why the non-breaching party believes the Compact should be terminated, including: (i) The Compact term, condition, or assurance that the non-breaching party believes the breaching party has violated, or other ground for termination; and (ii) The evidence indicating that the Compact term, condition, or assurance has been violated.
- (c) The notification will invite the breaching party to participate in a government-to-government meeting to occur within fourteen days, for the purpose of discussing the alleged breach and, if appropriate, engage in dispute resolution in accordance with this section.
- (d) The parties may mutually agree to mediation of a dispute arising from an alleged breach. In the event the dispute is not resolved pursuant to mediation within an agreed-upon time period, the non-breaching party may terminate the Compact for cause.

C. Effect of Nonrenewal or Termination

- 1. Winding Up. Upon termination of this Compact for any reason, upon expiration of the Compact, and if the School ceases operations or otherwise dissolves, the School Board shall be responsible for winding up of the business and affairs of the School with the advice and consultation of the Superintendent. The Colville Tribe and School personnel will cooperate fully with the OSPI with the winding up of the affairs of the School. The School's obligations for following a termination protocol and winding up of the affairs of the school shall survive the term of this Compact.
- 2. Disposition of Assets. All assets, including tangible, intangible, and real property in use by the School but originally owned by the State, or assets purchased using at least 50 percent of public funds allocated by OSPI, are the property of the State and shall be returned to the State upon nonrenewal or termination, in accordance with relevant law.

VII. GENERAL

1. **Merger.** This Compact, the Final Approved Application, and all attachments, exhibits and amendments thereto, contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Compact shall be deemed to exist or to bind any of the parties hereto.
2. **Amendments.** No amendment to this Compact will be valid unless ratified in writing by the Superintendent and the Colville Tribe and executed by authorized representatives of the parties, except as maybe required by RCW 28A.715.020(3)(f) and state legislation or rules enacted after the effective date of this Compact.
3. **Governing Law and Enforceability.** This Compact shall be construed and interpreted in accordance with the laws of the state of Washington. The sovereign immunity from suit of the Colville Tribe, the Colville Tribal Council, the Colville Tribal School Board, and their respective agents, employees, and officers shall remain in full force and effect except to the extent that it is expressly waived by this Agreement. Members of the Tribal Council shall remain immune from suit for actions taken during the course of and within the scope of their duties as members of the Tribal Council, and nothing contained in this Agreement shall be construed otherwise. Nothing contained in this Agreement shall be construed as a waiver of the Tribe's immunity from suit in any court, except as expressly provided herein. No award or other judgment imposing money damages, punitive or exemplary damages, or attorney fees, shall be applied against the Tribe, its agents, employees, or officers in any action or claim for injuries under this Agreement, except as contemplated by this limited waiver. For the limited purpose of enforcing this Compact, and subject to the provisions of this section, the Colville Tribe hereby expressly and irrevocably waives its sovereign immunity from suit for suits brought by the Superintendent of Public Instruction in the forum provided for in this Compact.
4. **Severability.** If any provision of this Compact or any application of this Compact to the School is found contrary to law or invalid, such provision or application will have effect only to the extent permitted by law and the invalidity shall not affect the validity of the other terms or conditions of the Compact.
5. **Waiver.** The parties agree that no assent, express or implied, to any breach by either party of any one or more of the provisions of this Compact shall constitute a waiver of any other breach. No term or condition of this Compact shall be held to be waived, modified, or deleted except by a written instrument signed by the parties.
6. **No Employee or Agency Relationship.** Neither the Colville Tribe, nor its employees, agents, or contractors are employees or agents of the Superintendent. The Superintendent and his or her employees, agents, or contractors are not

employees or agents of Colville Tribe or the School. None of the provisions of this Compact will be construed to create a relationship of agency, representation, joint venture, ownership, or control of employment between the parties other than that of independent parties compacting solely for the purpose of effectuating this Compact.

7. Limitation of Liability.

- (a) In no event will either party, or its agencies, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of the other arising from this Compact.
- (b) Neither the Colville Tribe nor the Superintendent are creating, or intend to create, any rights in third parties which would result in any claims of any nature whatsoever against the Colville Tribe or the State as a result of this Compact. Neither the Colville Tribe nor the State has waived immunity from third party suits or claims of any kind against them, and nothing contained in this Compact shall be construed to affect a waiver, in whole or in part, of said immunity.

8. Non-Assignment. Neither party to this Compact shall assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Compact unless the other party agrees in writing to any such assignment.

9. FERPA. The parties recognize that they are both bound by the requirements of the Family Educational Rights and Privacy Act and its implementing regulations (20 U.S.C. § 1232g; 34 C.F.R. Part 99) (“FERPA”), and they will safeguard such information in accordance with the requirements of FERPA.

10. Order of Precedence. The items listed below are incorporated by reference herein. In the event of an inconsistency in this Compact, the inconsistency shall be resolved by giving precedence in the following order:

- (a) Applicable Tribal, Federal, and Washington State laws, regulations, and guidelines;
- (b) Terms and Conditions of the Compact;
- (c) The Final Approved Application;
- (d) Any other provisions incorporated by reference or otherwise into the Compact.

11. Collective Bargaining. No State collective bargaining requirements apply to the Colville Tribe or the School under this Compact.

12. Reservation of Rights. Nothing in this Compact limits the Colville Tribe’s or Paschal

Sherman Indian School's ability to take any action in the operation of the School where such action does not conflict with the terms of this Compact.

13. Execution. If the parties sign this Compact in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument. The parties may sign and deliver this Compact (and any ancillary or associated documents) to each other electronically, and the receiving party may rely on the electronic document as if it were a hard-copy original.

VIII. NOTICE

Unless otherwise indicated by this Compact, all notices required or authorized to be served shall be served by certified mail or other expedited services which require a signature for receipt at the following address:

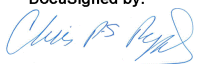

The Superintendent of Public
Instruction State of Washington
Old Capital Building
PO Box 47200
Olympia, WA 98504-7200

Tribal Chair
The Colville Tribe
PO Box 150
Nespelem, WA 99155

With a copy to: School Board Chair
and Superintendent
Paschal Sherman Indian School
169 North End Omak Lake Rd
Omak, WA 9884

IN WITNESS WHEREOF, the Washington State Superintendent of Public Instruction and the Colville Tribe have executed this Compact.

SIGNATURES

THE STATE OF WASHINGTON	THE COLVILLE TRIBE
<p>DocuSigned by:  By: 946D9B5995174A4...</p>	<p>By: </p>
<p>Chris Reykdal Superintendent of Public Instruction State of Washington</p>	<p>Jarred Michael-Erickson, Chairman Colville Tribal Council</p>
<p>9/15/2023 Date:</p>	<p>Date:</p>