#### KARUK TRIBE COUNCIL MEETING AGENDA

Thursday, February 26, 2015, 3 PM, Happy Camp, CA

#### A) CALL MEETING TO ORDER – ROLL CALL

#### AA)PRAYER / KARUK TRIBE MISSION STATEMENT

The mission of the Karuk Tribe is to promote the general welfare of all Karuk People, to establish equality and justice for our Tribe, to restore and preserve Tribal traditions, customs, language and ancestral rights, and to secure to ourselves and our descendants the power to exercise the inherent rights of self-governance.

#### CH) APPROVAL OF THE AGENDA

#### EE)APPROVAL OF THE MINUTES (January 22, 2014)

#### **H.**) **OLD BUSINESS** (Five Minutes Each)

1.

#### **F.) GUESTS:** (Ten Minutes Each)

1. Eric Cutright, IT Director

### I.) DIRECTOR REPORTS (Ten Minutes Each)

- 1. James Phelps, HR Director (written report)
- 2. April Attebury, Tribal Court Administrator (written report)
- 3. Emma Lee Perez, Grant Writer/Resource Developer (written report)
- 4. Tom Waddell, Grant Writer/Resource Developer (written report)
- 5. Daniel Goodwin, Maintenance Supervisor
- 6. Carolyn Smith, People's Center Coordinator (written report)
- 7. Lester Alford, TANF Director (written report)
- 8. Sandi Tripp, Director of Transportation (written report)
- 9. Scott Quinn, Director of Land Management (written report)
- 10. Leaf Hillman, DNR Director (written report)
- 11. Jaclyn Goodwin, Self-Governance Coordinator (written report)
- 12. Dion Wood, TERO/Childcare Director (written report)
- 13. Erin Hillman, KTHA Director (written report)
- 14. Tom Fielden, Emergency Preparedness Coordinator (written report)
- 15. Karen Derry, KCDC Operations Manager (written report)
- 16. Laura Mayton, Chief Financial Officer (written report)
- 17. Sammi Offield, Contract Compliance Specialist (written report)

### II.) REQUESTS (Five Minutes Each)

#### **K) PHONE VOTES** (Five Minutes)

- Request approval of resolution 14-R-124 authorizing acceptance of CSD funding, \$42,000.
   Passed.
- 2. Request approval of resolution 14-R-125 authorizing acceptance of CSD funding, \$73,362. Passed.
- 3. Request approval of resolution 15-R-015 authorizing ICW intervention for TCA. Passed.
- 4. Request approval of resolution 15-C-056 between the Karuk Tribe and Scrimsher Consulting, \$50,000. Passed.
- 5. Request approval of resolution 15-R-014 authorizing ICW intervention for TCA. Passed.
- 6. Request approval of resolution 15-R-013 authorizing submission of grant application to EPA for EWDJT, \$174,088. Passed.
- 7. Request approval of resolution 15-R-008 authorizing submission of Cal OES Tribal Equipment Assistance Grant, \$24,400. Passed.
- 8. Request approval of agreement 15-A-026 between the Karuk Tribe and ViaSat., Inc. Passed.
- 9. Request approval to waive delinquency policy and allow Tribal Member #NG to access assistance. Denied.

#### M) INFORMATIONAL (Five Minutes Each)

#### N) **COMMITTEE REPORTS** (Five Minutes Each)

- 1. NCIDC Meeting Minutes
- 2. KTHA Meeting Minutes

#### OO) CLOSED SESSION (Five Minutes Each)

- 1. Enrollment (dinner break)
- 2. Antone Aubrey Jr.
- 3. Dolores McCovey
- 4. Emma Lee Perez
- 5. Sterling Conrad
- 6. Leslie Greeno
- 7. Ian Tuttle
- 8. Barbara Snider
- 9. Tribal Council Members

#### P) SET DATE FOR NEXT MEETING (March 26, 2015 at 3 PM in Orleans, CA.)

#### R) ADJOURN

### Karuk Tribe – Council Meeting January 22, 2015 – Meeting Minutes

## Meeting called to order at 3:03pm, by Russell "Buster" Attebery, Chairman

#### **Present:**

Russell "Buster" Attebery, Chairman Robert Super, Vice-Chairman Joseph "Jody" Waddell, Secretary/Treasurer Renee Stauffer, Member at Large Elsa Goodwin, Member at Large Arch Super, Member at Large Charron "Sonny" Davis, Member at Large Alvis "Bud" Johnson, Member at Large Josh Saxon, Member at Large

#### Absent:

None.

Prayer was done by Sonny Davis and the Mission Statement was read aloud by Jody Waddell.

#### Agenda:

Renee Stauffer moved and Robert Super seconded to approve the agenda with changes, 8 haa, 0 puuhara, 0 pupitihara.

#### Minutes of December 22, 2014:

Sonny Davis moved and Bud Johnson seconded to approve the minutes, 7 haa, 0 puuhara, 1 pupitihara (Jody Waddell).

#### **Guests:**

None at this time.

#### **Director Reports:**

#### 1.) Emma Lee Perez, Grant Writer / Resource Developer:

Emma Lee is not present but her written report was provided.

Arch Super moved and Sonny Davis seconded to approve Emma Lee's report, 8 haa, 0 puuhara, 0 pupitihara.

#### 2.) Tom Waddell, Grant Writer/Resource Developer:

Tom is present to seek approval of resolution 15-R-005 to accept additional funding from HRSA.

Josh requested to review the resolution. During review Buster announced that this is for the affordable care expansion.

Jody Waddell moved and Sonny Davis seconded to approve resolution 15-R-005 accepting further funding from HRSA, 8 haa, 0 puuhara, 0 pupitihara.

Tom noted he has no other action items. Arch asked Tom to provide a brief of his report for the Membership. Tom briefed the audience and updated the group on his ongoing projects. He explained there would be a youth coordinator for Orleans and Happy Camp as there is already

one in Yreka. He continues to work on position opportunities for the Membership. Buster inquired about the highly competitive funding opportunity for pilot projects for position opportunities. Hazmat training is something that would be beneficial and they are seeking funding to put that training on, this will also provide opportunities to make the membership more employable.

The review process is time consuming but late notices for grant funding are quite frequent. Tom continues to work with staff on getting information to move forward in funding concepts. He thanked Tom Fielden and Earl Crosby for their assistance.

He is working with Bill Tripp to attempt to fund a wildlife biologist that is needed in conjunction with ongoing work done on fire programs.

Jody asked that Tom has listed the AmeriCorps grant. Tom noted that that is in the very preliminary stages as the opportunity hasn't been posted yet. The Tribe is working with KCDC on this funding opportunity.

Elsa Goodwin moved and Arch Super seconded to approve Tom's report, 8 haa, 0 puuhara, 0 pupitihara.

#### 3.) Daniel Goodwin, Maintenance:

Daniel is present to review his report. The group has had a few projects this month. The elder's deck is moving forward but is not complete due to weather. The heat pump in the Orleans Community building has been an ongoing issue. A new heating pump is being installed today. With that, there will be an updated thermostat installed. Another project is the maintenance shop repairs. This has been an ongoing project for years. Robert asked if that work done in Orleans had a high electric. Daniel explained that with all three buildings all run off of one meter. Daniel noted that could have something to do with the heater in the community room and the old thermostat not shutting off. Buster asked for an update in next month's report. Daniel will provide an update moving forward on that building. He went on to report on the maintenance shop repairs. The staff work on the building as time allows. The foundation is being repaired right now so the work is slow. They are running into termites that seem to be relatively large. Daniel noted that a terminex staff member provided an estimate to have the property treated and it would cost roughly \$10,000. He brought this report before and he has not had a response. He feels that this needs attention because the buildings need to be treated. He noted that terminex and Orkin are the only companies that can provide the assistance, so he noted that it is also a time process that takes some looking into.

There was an incident last Friday about a gas leak at the Admin office. The crew ran tests and in his report from AmeriGas there was an issue identified. One tank was drawn down too low then odor gets too heavy and that provides a sign that the system is low. Daniel noted that the smell was out of the building since the AmeriGas Company provided a review of the leak.

Robert asked if Daniel will be in closed session. Renee thanked Daniel and Hawk for their assistance during the holiday's to deliver holiday boxes.

Robert Super moved and Renee Stauffer seconded to approve Daniels report, 7 haa, 0 puuhara, 1 pupitihara (Elsa Goodwin).

Arch noted that it was suggested to email the reports because some Council Members are moving to electronic.

#### 4.) Sandi Tripp, Department of Transportation:

Sandi is present to review her report. She has two action items. First she would like to seek out of state travel. It will have to do with the Tribal Transportation Caucus. There is a new transportation bill that will be prepared to go to Congress. She will meet with NCAI and to meet with some congressional committees to discuss the issues for Tribal Transportation programs. That is scheduled for February 23-26, 2015 in Washington DC.

Elsa Goodwin moved and Renee Stauffer seconded to approve out of state travel for Sandi Tripp to Washington DC, February 23-26, 2015, 8 haa, 0 puuhara, 0 pupitihara.

Jody noted that he is willing to attend this as well as he is familiar with transportation. Sandi is open to having this discussion with the Tribal Council.

Sandi then explained that she included the Stage documents into her report. It is for amendment (3) to 12-A-031 to continue the agreement with Stage to continue transit services. Josh inquired about how many people take advantage of this service from Orleans to Somes Bar. Sandi noted that it is unfortunate because not too many people use it. This is capped at \$80,000. Although this is an allowable expense for the Tribal Transportation Funds, an agreement does not have to be done with Stage and she is working with a Tribal Member, Dan Effman, to begin a transit business review. If the Tribe bought its own bus then they can begin their own transit program. A transit plan has already been developed and incentive programs to encourage use of the service. There is a lot of information received and with that they will evaluate options such as "Dial a Ride" or out of town trips. This service is for downriver because Yreka already has stage service. Robert asked if there was training to begin planning of starting a business such as this. Sandi noted that yes, and she can look into this further. She is hoping to draft a grant to purchase a bus and begin this service.

Elsa Goodwin moved and Robert Super seconded to approve amendment (3) to agreement 12-A-031, 7 haa, 0 puuhara, 1 pupitihara (Arch Super).

Elsa asked about the Wellness Center in Orleans. She asked about an update regarding previous discussions about securing vehicle space. Sandi noted that yes; it is in the back section to create a safe location for vehicles to be stored in Orleans. Elsa noted that if Sandi can discuss this with the Management Team and report back to the Council because they have asked for this idea to be reviewed.

Robert asked if Sandi's program has a budget for signage such as "cameras are installed" or "cameras monitoring". Sandi noted that they do and they can create several different signs. She will look into this further.

Buster congratulated her on becoming selected to a National Committee. Sandi will be replacing Yurok's representative.

Buster then inquired about volunteers that are on site and that is with collaboration between Lester Alford and herself. Vickie Walden inquired about the lighting at the Happy Camp Administrative Complex. She noted that there is a challenge in getting lighting working correctly. Sandi noted that yes, this can be worked on. Sandi will look into this further.

Elsa Goodwin moved and Jody Waddell seconded to approve Sandi's report, 8 haa, 0 puuhara, 0 pupitihara.

#### 5.) Lester Alford, TANF Director:

Lester is present to review his report. He updated the Council noting that there are currently 72 clients being served. A second letter has been received from CFS that they received funding. An over expenditure has been done in LIHEAP. Weatherization needs to be done with clients. LIHEAP has no funding until summer.

He provided an analysis of the GA program and how to compensate immediate family members through the General Assistance Program. Lester noted that he is supposed to follow the County guidelines however during eligibility the threshold is so low, there isn't much assistance that the guidelines allow the program to provide. He noted that the Tribe only provides burial assistance, GWEP, and Elderly assistance. He will be re-writing the Tribes policy to address some issues. During his discussions with the Adult Care program and the BIA, they may provide assistance as long as the immediate family member does not live with the elderly family residence in which they will be providing care. Robert asked how that pertains to the Tribe and how they provide for their families culturally. Lester did attempt to provide this explanation however with accepting the funding the guidelines must be followed. He will be reviewing applications to ensure they are completed by the Membership compliantly and assist the families as much as possible.

<u>Jody Waddell moved and Bud Johnson seconded to approve Lester's report, 8 haa, 0 puuhara, 0 pupitihara.</u>

#### 6.) Leaf Hillman, DNR Director:

Leaf is present to review his programs reports. He first asked Alex Tobin to introduce himself. He introduced himself at the DNR Monthly Meeting and introduced himself this evening to the audience.

Leaf then sought approval of resolution 15-R-006 appointment of Alex Watts-Tobin as the Tribes THPO.

Elsa Goodwin moved and Renee Stauffer seconded to approve resolution 15-R-006 appointing Alex as THPO for the Tribe, 7 haa, 0 puuhara, 0 pupitihara. (Robert absent for vote).

He then sought approval of a position description for two archeological technicians to complete field work that needs to be done this summer. The position descriptions have been reviewed and he is now seeking formal approval. Elsa asked where the funding would come from. Alex noted that this will be a pass thru from KCDC and paid for from the WKRP. Laura noted that there were discussions about these being KCDC employees and Tribal employees. With the communication structure then it makes sense to have them be under Alex, under the Tribe. Arch asked if this position description went to James. James noted that he reviewed it. Elsa noted that there have been previous issues with employees that are shared between KCDC and the Tribe. Leaf understands that and they will be employees of the Tribe.

Arch Super moved and Josh Saxon seconded to approve the position descriptions and under the Tribe, 8 haa, 0 puuhara, 0 pupitihara.

The staff will be housed at the Somes Bar work center and DNR. The Council noted that there is no space at DNR and with more and more people there isn't space for them all. They would like to ensure adequate review of space for additional employees is done.

Leaf then sought approval of the WKRP agreement that will assist in the position descriptions effective date, would be January 15, 2015. Josh asked what the commercial and non-commercial difference is in treatment of trees. Leaf commented that this would be trees that are hauled away to a mill would be commercial and the other is timber that will be used for another purpose other than that of commercial use.

Josh Saxon moved and Bud Johnson seconded to approve contract 15-C-044, 8 haa, 0 puuhara, 0 pupitihara.

Buster then inquired about the person that will be hired and if there would be any retroactive payments. Leaf noted that that was the projected start date, but since the contract hasn't been signed there has been no work done to date to invoice for.

He then went on to seek out of state travel to Washington DC., February 2-6, 2015. The travelers will be Jaclyn, Leaf, Josh, and Craig.

Elsa Goodwin moved and Renee Stauffer seconded to approve out of state travel to Washington DC for the persons listed above, February 2-6, 2015, 7 haa, 0 puuhara, 1 pupitihara (Josh Saxon).

Elsa Goodwin moved and Robert Super seconded to approve Leaf's report, 8 haa, 0 puuhara, 0 pupitihara.

#### 7.) James Phelps, HR Director:

James is present to review his report. He overviewed the hiring of the Tribe for the audience and the Tribal Council.

Renee Stauffer moved and Elsa Goodwin seconded to approve James report, 8 haa, 0 puuhara, 0 pupitihara.

#### 8.) Jaclyn Goodwin, Self-Governance Coordinator:

Jaclyn is present to review her report. She has one action item which is to seek approval of a contract with Stephanie Dolan for another year under 15-C-036.

<u>Jody Waddell moved and Josh Saxon seconded to approve contract 15-C-036 between the Karuk</u> Tribe and Stephanie Dolan, 8 haa, 0 puuhara, 0 pupitihara.

She would like to know if the Tribe would like to issue another resolution for drought season. The Council would like this issued each year that there are drought issues.

Jaclyn reminded the Council and Directors that there needs to be one original resolution from all resolutions issued, sent to her for the Self-Governance office.

She noted that a post hearing brief will have to be filed tomorrow by 4pm with the Siskiyou County IGA. The signed City of Yreka IGA was just received it was explained that the Tribe asked for the signed version three times and they were hesitant or slow in sending it.

The MOU's for protection orders will be discussed with Sheriff Lopey and Sheriff Downey. Erin asked if Jaclyn has discussed with enforcement of the eviction ordinance to ensure there is a connection in law enforcement.

The salvage logging that will be done in Happy Camp will have a public meeting at Headway on

February 6<sup>th</sup>. Josh asked if DNR could create a white paper for this meeting so the membership could review the Council's official stance regarding this salvage logging project. Leaf noted that there was a several page white paper that was done but he noted that a draft smaller update can be provided to the community regarding the Tribes comments.

The BIA financial assistance report is almost complete. Michelle Spence helped to update the data on how many persons were applying. This came up because GA was overspent. The BIA sent the guidelines to Jaclyn to review this but she had never received these previously. Laura commented that this report is done each year and with it the left over funding gets submitted to the Tribe. Laura noted that just because the years are off, it doesn't mean that the funding cannot be sought. Erin noted that there is a mid-year projection report that can be submitted, which allowed the opportunity for additional funding to be received. Jaclyn asked if these reports were done and it seems that they were not.

The Council thanked Jaclyn for filling in with THPO during the absence of another position.

Buster inquired about the MOU's and enforcement orders. She has received a response from Sheriff Downey and still no response from Sheriff Lopey. Buster asked that Siskiyou County attempt to develop a DA roundtable similar to Humboldt County. It is something that works well in Humboldt County.

Arch Super moved and Renee Stauffer seconded to approve Jaclyn's report, 8 haa, 0 puuhara, 0 pupitihara.

#### 9.) Dion Wood, TERO/Childcare:

Dion is present to review his report. He has a couple action items. He provided an agreement for the Minors Inn Convention Center. He noted that the fee is \$225 for two days of training. This will accommodate training for adult care givers. Dion would like to reiterate that the Council should hold on to their values and advocate for our people caring for our people. He can think of several examples and this should be done for the Tribe to stand its ground on taking care of their own people.

Elsa Goodwin moved and Jody Waddell seconded to approve agreement 15-A-025, 8 haa, 0 puuhara, 0 pupitihara.

<u>Jody Waddell moved and Sonny Davis seconded to appoint Renee Stauffer to the TERO Commission, 8 haa, 0 puuhara, 0 pupitihara.</u>

The union recruitment event went well and there was a lot of participation. Dion thanked Elsa for speaking up about females getting involved and encouraging women to get involved and also all the other Council Members who attended as well. They will be doing a customer service training to assist in members in having an extra certificate to go with their application.

Dion commented that TANF has no federal guidelines for their childcare providers and he is working with Lester on that.

The hiring policy issues need to be worked out and then they will review the WPA to initiate finalization. Buster asked about a client and an issue with Caltrans and TERO. Dion will be taking this to the Caltrans supervisors to discuss it further. There is supposed to be proper notice from Caltrans regarding work done in the Tribes area. He will be attending with the Yurok Tribe

and Smith River Tribe to discuss ongoing issues the Tribe is having with their right to work status.

<u>Jody Waddell moved and Sonny Davis seconded to approve Dion's report, 8 haa, 0 puuhara, 0 pupitihara.</u>

#### 10.) Erin Hillman, ED KTHA:

Erin is present to review her report. She has one action item. It is a service line agreement for the Happy Camp Duplex project. It is under resolution 15-R-002 authorizing a service line agreement. The duplexes will be for any person who applies and meets KTHA criteria.

Arch Super moved and Bud Johnson seconded to approve resolution 15-R-002, 8 haa, 0 puuhara, 0 pupitihara.

She then provided four position descriptions that the KTHA Board approved. There are some corrections such as typos. Josh would like the requirements section have the licensure that is noted in the position description.

Erin noted that the audit is done and she provided a report to the Tribal Council and Laura Mayton. Her annual fiscal report was completed by HUD and approved. The APR was approved and accepted by HUD. The new accounting software is still having quirks.

Josh asked about the FY14 audit for KTHA will be done next week along with the Tribe. The FY15 audit has already been done. The fee accountant identified a discrepancy in accounting and an error that a former employee had done. The calculation, report, audit review, identified issues. In 2013 there were two audit findings and they have submitted corrective action plans to those that were identified and they are hoping that those do not happen again.

When KTHA goes to Washington DC they will be meeting with House Representatives, Senators and representatives.

Travois was approved by KTHA under contract. KTHA has begun working in this direction and sending Travois information that is needed to enter into this contract and move forward. Josh asked who was developing floor plans. Erin noted that Cass and Associates will be doing them.

She has continued to work with the Security Officers and the Maintenance workers to have information submitted to the Board in a timely manner. They continue to meet with the TRO's.

Buster asked if the tax credit information needed was sent to travois by the deadline. Erin commented that she continues to work with them and has weekly conference calls. There is a lot of information being shared and working together but they are making the very quick moving deadlines.

Robert asked about the solar lights in the parking lot not working. She will inquire about this.

Robert asked about the Camp Creek house and the water issue. Erin will be contacting a local person at that site and to determine if a private land owner is willing to allow water access to the site.

Arch Super moved and Renee Stauffer seconded to approve Erin's report, 8 haa, 0 puuhara, 0 pupitihara.

Arch Super and Jody Waddell excused themselves from the meeting at 5:47pm

#### 11.) Tom Fielden, Emergency Preparedness Coordinator:

Tom is present to review his report. He first sought approval of an action item. It is Appendix F to be added to the emergency operations plan. It includes floods and fires along with escape routes and mapping. He sent it to the Management Team but he received no comments.

<u>Josh Saxon moved and Renee Stauffer seconded to approve Appendix F to the Emergency</u> Management Plan with maps, 6 haa, 0 puuhara, 0 pupitihara.

These maps shall be posted at the KTHA and Administrative offices of the Tribe, including DNR.

The Hazard Mitigation Plan is due for an update this year and is posted to the Tribes website for public comment.

Buster asked if Tom Fielden is going to manage the hazard mitigation grant and it was determined that with his experience it makes sense for him to manage it.

Elsa Goodwin moved and Robert Super seconded to approve Tom's report, 6 haa, 0 puuhara, 0 pupitihara.

#### 12.) Karen Derry, KCDC Operations Manager:

Karen is present to review her report. She noted that she has been working with Tom Waddell and Tom Fielden on the AmeriCorps grant to ensure there is efficient planning on the next submittal. Sonny asked if it is the same funding amount they are going for. Karen noted yes, but it will be drafted differently. The goal is to have several different activities with the Food Security Grant and Computer Centers but she hasn't talked to Lisa Hillman yet. Karen noted that Lisa has active grants with the computer center in Orleans. Karen noted that she feels that what Lisa is doing will fit into what AmeriCorps will be working toward and the Tribes vision to have students become college ready.

There was an intruders and violence in the workplace training, which had 17 Tribal employees registered, with 15 participated. It went very well. The computer centers are running well.

Karen updated the Council and noted that Frank Snider was hired. He is doing very well and with meetings with Karen and Dion he is excelling and looking for training related to casino development.

Josh asked about the KCDC Board minutes and the notation about a building purchase. She has been tasked by the Board to explore property values in Yreka to find space. It was TANF, April Attebury programs and the AOD program that was in need. This was a couple months ago this was identified but since then there hasn't been locations found.

The draft audit has been received. They have no findings and have been classified as low risk.

Josh asked if Emma Lee is taking on the bulk of grant writing for the ANA grant and Karen noted yes, because it is through the Tribe.

Robert Super moved and Sonny Davis seconded to approve Karen's report, 6 haa,0 puuhara, 0 pupitihara.

#### 13.) Laura Mayton, CFO:

Laura is present to review her report. She noted that she has one action item which is a contract between the Karuk Tribe and Haubbs & Strauss. Laura noted that the contract is sole source because they drafted the original memo regarding Contract Support Costs and they are familiar with the Tribes programs. The service would be to represent the Tribe in CSC recovery and attempt to receive a fair settlement. The claim that the Tribe submitted was for 2million dollars and the baseline would be an estimated \$900,000. They have accountants that used to work for Indian Health Services which is more specialized then other accounts, or they are more familiar with how IHS works.

Josh Saxon moved and Bud Johnson seconded to approve agreement 15-A-024 not to exceed \$25,000, 6 haa, 0 puuhara, 0 pupitihara.

She then provided a draft of language that will be sent to KCDC and it will help to clarify for the entity how they follow what the Tribe's fiscal policies. She went on to read through the document and what she drafted.

Laura believes that KCDC should have a policy that notes that if they borrow funding then they should seek Tribal Council approval prior to entering into those agreements. She believes that the Tribal Council should consult regarding loans and the debt that the Tribe would be held liable for. With the uncertainties on the Smoke Shops there should be clear language on what the connections and liabilities are.

<u>Josh Saxon moved and Elsa Goodwin seconded to approve Laura's report, 6 haa, 0 puuhara, 0 pupitihara.</u>

#### 14.) Sammi Offield, Contract Compliance Specialist:

Sammi is present to review her report. She and Erin would like to discuss the colors for the Wellness Center. If the Council does not disagree then they will go with what KTHA has selected. Erin went on to discuss the colors of the facilities.

Robert asked why it couldn't be basket colors. Erin noted that it is. The Council does not object to the colors.

The 2015 CSD contracts are to be submitted and she thought she would have them this evening but she is waiting on Hoopa to submit their plan. This is an ongoing issue with the Hoopa Tribe.

She noted that the library in Orleans and Happy Camp are being done by volunteers. There is a library subscription which was usually covered by the IMLS grant and needs paid from discretionary. The next IMLS grant is due March 2, 2015 and this will be included into that grant.

She went to a CSD community action plan training and she is preparing the 2014 community action plan. Indian Health Services received an agreement with the Hoopa Tribe to connect a Tribal Member to the Hoopa water service.

ICDBG 2014 was denied and she is waiting for a de-briefing regarding it.

NAGPRA is extending two of the Tribes open grants until July 2015. Carolyn Smith was hired as the People's Center Coordinator and this will help to review the next NAGPRA deadline submission, March 2015.

The ANA language grant is being worked on and it will be submitted sometime in March. She is going to New Mexico in February for emergency preparedness with ANA.

She put out a language survey that is due January 30<sup>th</sup>. She will be logging in responses to be used in the grant proposal. She invited the audience to complete the language survey as well.

Josh Saxon moved and Bud seconded to approve the library world fee and it come from grants or discretionary, 6 haa, 0 puuhara, 0 pupitihara.

Robert Super moved and Renee Stauffer seconded to approve Sammi's report, 6 haa, 0 puuhara, 0 pupitihara.

#### 15.) Scott Quinn, Director of Land Management:

No report, not present.

### 16.) April Attebury, Tribal Court Programs:

April is present to review her report. She first reminded everyone that January is stalking awareness month. There is a DVD that allows for training and information. April read the signs and legal access centers along with counselors that are available to assist Tribal Members if they feel they are being stalked.

A dedicated advisory committee does a lot of fundraising for awareness. On February 21<sup>st</sup> there will be a dance in Happy Camp and on February 28<sup>th</sup> they will have a dance in Orleans. There will be a sweetheart dance planned for the youth to get them together to begin being aware of healthy relationships.

On February 10<sup>th</sup> there will be youth in each community wearing t-shirts that advertise healthy relationships. The Hoopa High School will be wearing orange on the same day to support the Tribes Awareness Day.

Josh Saxon moved and Sonny Davis seconded to approve April's report, 6 haa, 0 puuhara, 0 pupitihara.

#### **Phone Votes:**

- 1. Request approval of amendment (1) to contract 15-C-032 between the Karuk Tribe and Bray & Associates. Passed.
- 2. Request approval of amendment (1) to contract 14-C-115 to develop a Storm Water Pollution Prevention Plan. Passed.
- 3. Request approval to approve modification (1) ton contract 14-C-083 between the Karuk Tribe and M. Peters, Inc. Passed.
- 4. Request approval of resolution 14-R-132 authorizing K1 to submit a bid on KTHA project. Passed.
- 5. Request approval for out of state travel for Rondi Johnson to Lake Buena Vista, FL. April 19-22, 2015. Denied.

#### **Committee Reports:**

#### **Closed Session:**

Informational: update from Tribal Member #CM on biomass concepts.

Renee Stauffer moved and Josh Saxon seconded to approve the RDA and DA position descriptions, 5 haa, 0 puuhara, 1 pupitihara (Elsa Goodwin).

<u>Informational</u>: HR, TERO, Supervisor will review candidate for employment.

Josh Saxon moved and Renee Stauffer seconded to issue letter to employee #TA, 4 haa, 0 puuhara, 2 pupitihara (Elsa / Robert).

Renee Stauffer moved and Josh Saxon seconded to approve letter to employee #LA and #LMS, 5 haa, 0 puuhara, 1 pupitihara (Elsa Goodwin).

Josh Saxon moved and Bud Johnson seconded to approve #TF salary change, 5 haa, 0 puuhara, 0 pupitihara.

Josh Saxon moved and Renee Stauffer seconded to approve the revised position description for employee #RR, 4 haa, 2 puuhara (Elsa/Robert), 0 pupitihara. Pay will stay the same.

<u>Informational:</u> Complaint from Tribal Member #GM will be reviewed at length and reported back to the <u>Tribal Council at their upcoming planning meeting.</u>

Consensus: to take under consideration the request from #RT and provide assistance possibly from other sources. Buster took the information, due date is June 16<sup>th</sup>.

Josh Saxon moved and Renee Stauffer seconded to seat Tribal Members #LK, SM, and MG Millie Grant to the ICWA Committee, 6 haa, 0 puuhara, 0 pupitihara.

Josh Saxon moved and Renee Stauffer seconded to approve the Assistant Social Worker position description with changes, 6 haa, 0 puuhara, 0 pupitihara.

Consensus: for Self-Governance, a couple Council Members and the Chairperson along with the Council Head Start liaison to attend the Conference Call regarding Head Start.

Josh Saxon moved and Arch Super seconded to deny loan request and have the program remain closed, 6 haa, 0 pupitihara (Sonny absent for vote).

Josh Saxon moved and Elsa Goodwin seconded to deny employee #AM request, 6 haa, 0 puuhara, 0 pupitihara.

Consensus: to allow office space use and Josh and Renee will communicate with the EDHHS on use of the Orleans office space.

Consensus: to try to use the template for Council follow up and assignments to ensure follow through on directives and tasks.

<u>Bud Johnson moved and Arch Super seconded to approve resolution 15-R-009, 6 haa, 0 puuhara, 0 pupitihara (Elsa/Robert absent for vote).</u>

<u>Informational:</u> there is a surplus of monitor heaters or similar equipment that the Tribe may purchase from KTHA, if interested.

<u>Informational:</u> Council Member, Bud Johnson advised that the Tribal Council is elected to serve the people.

Monthly Employee Drawing: Lisa Aubrey.

Next Meeting Date: February 26, 2015 at 3pm in Happy Camp, CA.

Josh Saxon moved and Bud Johnson seconded to adjourn at 10pm, 6 haa, 0 puuhara, 0 pupitihara.

Respectfully Submitted,

Russell "Buster" Attebery, Chairman

Recording Secretary, Barbara Snider

#### Karuk Community Health Clinic

64236 Second Avenue Post Office Box 316 Happy Camp, CA 96039 Phone: (530) 493-5257 Fax: (530) 493-5270



**Karuk Dental Clinic** 

64236 Second Avenue Post Office Box 1016 Happy Camp, CA 96039 Phone: (530) 493-2201 Fax: (530) 493-5364

#### **Administrative Office**

Phone: (530) 493-1600 • Fax: (530) 493-5322 64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

Requestor:	estor: Eric Cutright			Date: Feb	ruary 19, 2015		
Dept/Program	n: Health & Human	Services, Yreka		Funding Source: Multiple, see attached			
Check One:  **Tribal Con	Construction Independer Independer	nt Contractor Under \$2, nt Contractor Over \$2,0	000 00**	Large Purchase (more than \$3,000)** Other:  cements and all Contracts exceeding \$2,000.			
Procurement	<u>-                                    </u>		☐ Sealed Bid	☐ Competitive Proposal			
	C	OMPARATIVE SUM	MARY (Minim	um of Three Required)			
	ipany Name 888VoIP	<b>Date</b> 2/19/2015	<b>Price</b> \$3,159.78	Contact/Phone Thomas Wanderlich 716-714-8009	Indian Y/N N		
ABP In	ternational Inc.	2/16/2015	\$3,173.94	Norma Adams 972-831-1600	N		
Z	ones, Inc.	2/19/2015	\$3,155.35	Erik Brody 253-205-3892	N		
Name of Selec	eted Vendor:	Zones, Inc.					
Basis:	Based on A Sole Source Only Quali	oduct/Service annual Price Comparisc e Provider <i>(MUST Atta</i> fied Local Provider Du	<i>ch Detailed Just</i> e to Geographic	Disadvantage			
Comments:	This procurment i	s to replace outdated pl	nones in the med	lical, dental and child & family services	clinic in Yreka		
		** REQUI	RED SIGNATU	JRES **			
· · · · ·	** By affixing your signatu	g, you acknowledge that you h	ave reviewed the attac	thed documentation for presentation to Tribal Council	-		
The	City of			2/19/15			
Requestor Laur	a mayt	01		Date 2-19-15			
Sam	cial Officer  WW  Officer	iel		Date 2-19-15			
**Director, Ad	lministrative Program	ns & Compliance		Date			
**Director of S	Self Governance(MC	OU/MOA) or TERO (C	ontracts)	Date	_		
Other				Date			



# American Technologies, LLC

611 Jamison Road Suite 1059

Elma, NY 14059-9392

Phone: 716.714.8001

Fax:

866.824.0836

Email: orders@888voip.com

Quote 5307911



Quoted 2/19/2015

Bill To

Karuk Tribe Eric Cutright 64236 2nd Ave

Happy Camp, CA 96039

Ship To

Karuk Tribe Eric Cutright 64236 2nd Ave

Happy Camp, CA 96039

Purchase Order	Sh	ip Via	FOB	Reference	Entered E	у	Sales rep		Terms
FedEx Ground				taw 2/19/	2015	TW	Due	on receipt	
Product	W/H		Description				Price	$\neg \Gamma$	Amount
pol-2200-12550-025 Shipping	1EA	Polycom IP 550 POE 2200-12550-025 Shipping Charge			15.00 Ea 1.00 Ea	-	208.00 Ea 39.78 Ea		3,120.00 39.78

Sub-total

\$3,159.78

0.00

Tax

\$3,159.78

Total



# **ABP International Inc.**

ABP Dallas 13988 Diplomat Drive Suite 180 Dallas TX 75234 **United States** (972) 831-1416 FAX

# Quote

Date	Estimate#
2/16/2015	142960

Bill To	
Chris Karuk Tribe of California P.O. Box 1016 Happy Camp CA 96039 United States	

Ship To Happy Camp Administration Karuk Tribe of California 64236 Second Avenue Happy Camp CA 96039 United States

Valid until	Proces:	sed by	Project#		Terms		Ship Vi	а
3/18/2015	Norma Ac	lams			Net 30		FedEx Gr	ound
Item Name		Quantity	Description			Rate	Amount	Part Num
POLY-IP550 (w/o PS Description Description Payment terms	8)	15	SoundPoint IP 550 SIP 4 lin with HD voice. Compatible Country Group: 66, excludir Does not include AC power Terms: NET 30 DAYS	Partner I 1g Brazil	Platforms: 20.	207.09	3,106.35	2200-12550-0
					Subtotal Shipping Cost Total	(FedEx G	round)	3,106.35 67.59 USD \$3,173.94

Technical Support Options:

Please revise in order to ensure we are processing your requirement correctly. In case of any discrepancies or if you need to make any changes please contact inside@abptech.com, call us at (972) 831-1600 or FAX (972) 831-1416. - The ABP Team

<sup>•</sup> RMAs caused by DOA or product reported as manufacturer defect/bug are replaced at no charge. Client pays for return shipping to ABP. http://www.abptech.com/support/Policies/returns\_v1.0.php
• Basic tech-support via e-mail is provided free of charge through ABP's trouble ticket system for one year after purchase. http://www.abptech.com/support/contact\_tech\_support.php
• ABP TSP (ABP Standardized Tech Support Package) is highly recommended for any new products purchased or for initial installation related support. TSP programs are a premium, with live-technical support via phone and/or e-mail, during business hours, that is available for various products. Contact your ABP account manager for pricing.



KARUK TRIBE A/P PO BOX 1016

Bill To:

HAPPY CAMP CA 96039 Phone: (530) 493-1600

Ship To: KARUK TRIBE **ERIC CUTRIGHT** 64236 2ND AVE HAPPY CAMP CA 96039 Phone: (530) 493-1604

02/19/2015

Account # 0056979248

Quote: S4019083

Software prices subject to change Hardware quotes are valid for 7 business days Memory Prices are valid for 24 hours only, call for verification

**REMIT PAYMENT TO:** ZONES, INC P.O. BOX 34740 SEATTLE, WA 98124-1740 PLEASE SEND PURCHASE ORDERS DIRECTLY TO YOUR **ZONES ACCOUNT EXECUTIVE** VIA FAX OR EMAIL

Erik Brody **Account Executive** Phone: (253) 205-3892 Fax: (253) 205-2892

Email: Erik.Brody@zones.com

ltem#	Qty	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
A 02794794	15	POLYCOM	Polycom SoundPoint IP 550 - VoIP phone	2200-12550-025	208.56	3,128.40
The first control of the first						

ASK US ABOUT Installations: Server

Installations: General On-Site Technical Services

Remote Help Desk Support Remote Network OS Support

Hourly On-site Technical Service Rates

Visit us on the web: http://www.zones.com Zones, Inc

1102 15th St. SW Suite 102

**Auburn, WA 98001** Phone: (800) 419-9663 24 Mo. \$1 Out lease for \$158.34 per month 36 Mo. \$1 Out lease for \$113.43 per month

Sub-Total:

FedEx Ground:

**Grand Total:** 

Estimated Sales Tax:

Please Note: Lease Amounts Exclude Tax



**CERTIFIED** MINORITY BUSINESS ENTERPRISE by the NMSDC

Shipping Terms: For all shipments, Zones will arrange for shipping to the customer's destination; however, such costs are the responsibility of the customer. For shipments made during the seven calendar days preceding the end of each calendar quarter, title and risk of loss will pass to the customer upon delivery by Zones to the carrier. For all orders shipped within this seven day period, Zones will obtain third-party insurance at its own expense and will assist the customer in filing any claims with the insurance company arising from loss or damage to the shipment during transit. Prices are quoted by volume, and are subject to change without notice. Products sold by Zones are third party products and are subject to the warranties and representations of the applicable

RETURNS: No returns will be accepted without a Return Authorization (RA) Number, requested within 14 days from the invoice date. Software licensing and special-order products are non-returnable. Other products are subject to manufacturer return policies and restrictions. Additional Terms and Conditions apply and are available on our website.

\$3,128.40

\$3,155.35

\$0.00

\$26.95

#### **Karuk Tribe of California**

For Internal Use Only

Zones, Inc.

# PURCHASE REQUISITION

Date:	February 18, 2015	Needed by:	<b>Special Instructions:</b> See attached procurement
Terms:		Ship Via:	,

Quantity Ordered	Description	Unit Price	Total
15	Polycom Soundpoint IP 550 Phone	\$207.09	\$3,106.35
1	Shipping	\$26.95	\$26.95
			\$0.00
			\$0.00
			\$0.00
		· · · · · · · · · · · · · · · · · · ·	\$0.00

Ship To:

\$0.00
\$0.00
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\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

#### **Accounting Data Fund Number** Amount **Approvals** 3000-11-7500 Yreka Medical - 5 phones See Attached E-mail \$1,040.84 3000-41-7506.00 Yreka Dental - 6 phones See Attached E-mail \$1,247.93 2130-56-7500.20 Yreka AOD - 2 phones See Attached E-mail \$419.57 2130-56-7509.10 ICW - 1 phone \$212.48 See Attached E-mail 5094-05-7500 Judicial - 1 phone See Attached Work Order \$212.48 Total \$3,133.30

#### **ATTENTION VENDORS:**

THIS IS NOT A PURCHASE ORDER, THIS IS AN INTERNAL FISCAL DOCUMENT. IT DOES NOT CREATE ANY FINANCIAL AUTHORIZATION FOR PURCHASES.

Signature of Individual Requesting P.O.

### **Eric Cutright**

From:

Annie L. Smith

Sent:

Wednesday, February 18, 2015 2:53 PM

To:

Eric Cutright

Subject:

RE: Request for quote

This works perfect please apply to acct. 3000-11-7500.

From: Eric Cutright

Sent: Monday, February 16, 2015 8:22 AM

**To:** Annie L. Smith **Cc:** Amy Coapman

Subject: FW: Request for quote

Greetings Annie,

Attached is the quote for the phones that you and I spoke about on Friday.

If you approve the purchase, please let me know what code or codes to use. These phones are for Sharon Denz, Dr. Milton (or Dr. Vasquez when he starts), Cindy Hayes, Chris Rotin, and the phone shared by Dr. North and Jennifer Cronin.

Thank you,

Eric Cutright 530-493-1600 x2049 530-598-8006 cell

From: Norma Adams [mailto:norma@abptech.com]

Sent: Monday, February 16, 2015 8:18 AM

**To:** Eric Cutright

Subject: RE: Request for quote

Hola Eric,

Here is the quote.

Thank you,

Norma

Norma Adams | VAR Manager - Director of Inside Sales ABP Technology | <u>www.abptech.com</u> P 972-831-1600 x121 F 972-831-1416

## **Eric Cutright**

From:

Lessie Aubrey

Sent:

Monday, February 16, 2015 8:38 AM

To:

Eric Cutright

Subject:

RE: Phones for Yreka Dental

sure

From: Eric Cutright

Sent: Monday, February 16, 2015 8:37 AM

To: Lessie Aubrey

Subject: Phones for Yreka Dental

Greetings Lessie,

The Yreka Dental staff have very old desk phones that have begun to fail. I would like to order them new phones. The cost will be about \$1300.00. I spoke to Vickie Walden, who said that the Yreka Dental IT budget code is 3000-41-7506.00, and they have \$3500.00 in that line item. Do you approve the purchase?

Thank you,

Eric Cutright IT Director Karuk Tribe 530-493-1600 x2049 530-598-8006 cell

## **Eric Cutright**

From:

April Attebury

Sent:

Tuesday, February 17, 2015 8:22 PM

To:

Eric Cutright

Subject:

Re: New desk phones for Yreka Child & Family Services

**Follow Up Flag:** 

FollowUp

Flag Status:

Flagged

Cheryl and Angela(AOD) will be moving over to 1517 South Oregon suite B (where I am at now). Codes for their phones would be 2130-56-7500.20.

Kareena s phone would be 2130-56-7509.10

Sent from my BlackBerry 10 smartphone on the Verizon Wireless 4G LTE network.

From: Eric Cutright

Sent: Monday, February 16, 2015 9:44 AM

To: April Attebury

**Subject:** New desk phones for Yreka Child & Family Services

### Greetings April,

I've done a survey of all of the desk phones at the Yreka clinic location, and I've discovered that Kareena, Cheryl and Angela are using the old Snom desk phones. Those phones are roughly 5 years old, and they are beginning to fail. I'm putting together an order for new desk phones to replace these old ones with the Polycom professional phones. I'm already ordering quite a few for the medical and dental departments. May I order 3 new phones for Child and Family Services as well? They run about \$210 each. If you approve the purchase, what code or codes should I use for the purchase?

Thank you,

Eric Cutright IT Director Karuk Tribe 530-493-1600 x2049 530-598-8006 cell

# KARUK TRIBE OF CALIFORNIA

# INFORMATION TECHNOLOGY WORK ORDER

NAME PHONE #/EXT. EMAIL		DEPARTMEN CIT	Y Office Yreka
EMAIL	aattebury@karuk.us	DATE OF REQUES  URGENC  [LOW/MEDIUM/HIGH/EMERGENCY	Y High
1			
WORK REQUES	TED:		
5094-05-7607.1 2. Desk 5094-05-7500	Phone for new Yreka position. Alma Bickford, DV S LO phone for Yreka office/ Transitional House Top Computer for Yreka office/Transitional House		
DETAILS:			
Include 1) Reas	son for Request, 2)Desired Completion Date, and 3	3) Impact if Not Completed:	
New Hire-New of February 27, 20	office 015 if not completed it will effect employee's abilit	to perform job duties.	
Indicate funding	g code to charge costs associated with this work c	rder to (if known):	
See above			
	OJ/OVAW 2012-TW-AX-0023	Low=W Medium High=S	D URGENCY LEVELS: Then Time Allows Within One Week The Day The Day The Day The Day The Day
Signature of A	Employee/Date	DUONE 530 403 1600	Evtoncion 2040 2050 2051

FAX

530.493.1635

E-MAIL help@karuk.us WEB SITE http://www.karuk.us

PO Box 1016

Happy Camp, CA 96039

# **Karuk Community Health Clinic** 64236 Second Avenue

Post Office Box 316 Happy Camp, CA 96039 Phone: (530) 493-5257 Fax: (530) 493-5270

# Karuk Tribe



Administrative Office
Phone: (530) 493-1600 • Fax: (530) 493-5322
64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

#### **Karuk Dental Clinic**

64236 Second Avenue Post Office Box 1016 Happy Camp, CA 96039 Phone: (530) 493-2201

Fax: (530) 493-5364

		REQUI	EST FOR CONTRACT/ MOU/ AGREEM	ENT
Check One:	  -  -	Contract MOU Agreement Amendment	Karuk Tribe Number Assigned: Funder/Agency Assigned: Prior Amendment:	16-A-033
REQUI	IRED →	Processors and a fine control of the	Attached	
Requestor:		Eric Cutright	Date	: February 12, 2015
Department/Progr	am:		Karuk Tribe Health and Human Services	Orleans
Name of Contractor or Parties:			California Telehealth Network (CTN)	
Effective Dates (F	From/To	o):	February 26, 2015	February 25, 2018
Amount of Origin Amount of Modif Total Amount:		:	\$11,700.00 \$11,700.00	
Funding Source:		Third Party 3900	-00-7607-01	
Special Condition  Office  Brief Description	a	greemen	t expres 2/28/15	
in Happy Camp. of 6 Megabits for	This ag \$250 a	reement is for spectromenth.	speed internet circuits that allow the clinic in eds of 10 Megabits for \$325 a month. Our ex + Offer La Megabits anymos ** REQUIRED SIGNATURES **	isting service through CTN is for speeds
Requestor S	(m)	Marit		2/(\$/(\$ Date
**Chief Financial  **Director, Admi	W	r Ohud ve Programs & Co	mpliance	2-13-15 Date 2-13-15 Date 2/19/15
**Director of Sel	Gover	nance(MOU/MOA	a) or TERO (Contracts)	Date
Other				Date



#### California Telehealth Network Participation Agreement

This California Telehealth Network ("CTN) Participation Agreement ("Agreement") is entered into by and between CTN and Karuk Tribal Health, Orleans Health and Wellness Center ("Participant").

#### Recitals

The California Telehealth Network ("CTN") is a statewide, dedicated health care broadband network developed to ensure that California communities, especially rural communities, have access to a wide range of telemedicine and eHealth activities. Telemedicine is defined as the use of medical information exchanged from one site to another via electronic communications to improve a patient's clinical health status. Telemedicine includes a growing variety of applications and services using two-way video conferencing, email, smart phones, wireless tools, and other forms of telecommunications technology that enable remote healthcare. Patient consultations via video conferencing, transmission of still images, e-health including patient portals, remote monitoring of vital signs, continuing medical education, electronic Health Information Exchange, consumer—focused wireless applications, and nursing call centers are examples of telemedicine and eHealth activities.

CTN was established as a result of a one-time grant of Federal Communication Commission ("FCC") funds under the Rural Health Care Pilot Project ("RHCPP"), as well as other public and private funding sources. Universal Service Administrative Company ("USAC") (http://www.usac.org/default.aspx) is the organization appointed by the FCC to be responsible for overseeing, administering and managing the successor FCC health care services program to the RHCPP, the Healthcare Connect Fund ("HCF" or "Program") (http://www.usac.org/rhc/healthcare-connect/default.aspx) in accordance with FCC requirements. CTN is one of many networks authorized for funding under the HCF.

The California Public Utilities Commission ("CPUC") has a program called the California Teleconnect Fund ("CTF") which provides discounts for connectivity to eligible entities which may include CTN Participants. If eligible, a Participant may obtain discounts on connectivity through the CPUC's CTF program.

CTN will provide the broadband connectivity necessary to access high quality, collaborative health services, continuing education, research, peer networking, and other related activities and services by Participants and its patients, clients and users. CTN's fees represent volume discounts to its Participants and result in significant savings on connectivity.

Participant is committed to improving access to and the quality of healthcare in its community, including enhancing its offerings with telemedicine and eHealth activities.

In consideration of the foregoing, the parties agree as follows:

#### I. CTN Responsibilities

- 1) Comply with any applicable FCC HCF rules, regulations or guidelines (<a href="http://www.usac.org/rhc/healthcare-connect/default.aspx">http://www.usac.org/rhc/healthcare-connect/default.aspx</a>) and California Public Utilities Commission California Teleconnect Fund rules, regulations or guidelines (<a href="http://www.cpuc.ca.gov/puc/telco/public+programs/ctf/">http://www.cpuc.ca.gov/puc/telco/public+programs/ctf/</a>), if applicable.
- 2) Guarantee a minimum bandwidth (minimum baseline circuit capacity is defined at the T1 level) and Quality of Service ("QOS") capabilities to provide high quality support for commonly used telehealth, eHealth and health-related applications.
- 3) Provide a minimum of sixty (60) days' notice regarding changes in the fee schedule, and provide a formal mechanism for Participant comment during the notice period to ensure transparency in establishing fees necessary to sustain the CTN.

- 4) Notify Participant within fourteen (14) days of any change in management, funding change or other operational circumstances that may impact CTN operations.
- 5) CTN shall defend, indemnify and hold Participant harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CTN.

#### II. Participant Responsibilities

- 1) Comply with this Agreement and any requirements dictated by the Program or the CTF. Any prior agreements between CTF and participant are made superceded by this Agreement as of the effective date of this Agreement.
- 2) Submit timely payment of Participant Fees.
- 3) Comply with CTN policies and directives that do not conflict with this Agreement.
- 4) Obtain and maintain for all Participant's facilities that use services provided under this Agreement throughout the term of this Agreement such consents (including without limitation landlord and land owner consents) as are necessary to timely permit CTN or its contracted telecommunications or Internet Service Provider personnel (Service Provider) to obtain access to Participant's facilities, and to install, deliver, operate and maintain the service and necessary equipment on the Service Provider's side of the Minimum Point of Entry (MPOE) for the telecommunications provider of the demarcation point of a cable/broadband provider to provide the CTN services) at Participant's facilities. Participant shall permit CTN and its Service Providers reasonable access to its facilities at any time as needed to install, configure, upgrade, maintain or remove the equipment and other service components. Participant shall make all reasonable site preparations necessary to permit the installation, maintenance and operation of the service and any equipment that is required to provide the CTN services. Participant shall provide CTN's Service Provider with floor space, rack space, other space and clean power as is reasonably necessary for the installation and operation of equipment at the Participant's location(s) identified in a service order, for the term of the service order. Participant shall not charge CTN or its Service Provider, and will ensure that CTN or its Service Provider do not incur any fees or expenses whatsoever, in connection with Participant's provision of space, power, or access as described in this Agreement, or otherwise in connection with Participant's performance of its obligations; should any such fees or expenses be charged to CTN or its Service provider, Participant agrees to bear this fee or expense. When this agreement ends, Participant agrees to cooperate with CTN to grant access to remove equipment related to the services from Participant's facilities.
- 5) Install and maintain all inside wiring and on-site equipment necessary to complete connection to the CTN and its Services provided hereunder.
- 6) Maintain a designated technical contact at each Participant facility to work with CTN, and to implement reasonable security measures and procedures with respect to use of and access to services and equipment. Both parties agree to promptly notify each other of breaches of security.
- 7) Maintain all licenses, permits, certificates and credentials required by the laws of the United States, the State of California, the FCC and USAC Healthcare Connect Fund, and all other appropriate governmental agencies necessary for the Participant and each Participant site to maintain eligibility for the HCF.
- 8) Maintain comprehensive professional liability and general liability insurance.
- 9) Ensure that each Participant facility under this Agreement is a suitable and safe working environment, free of Hazardous Materials. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution of air, water, or soil, or health and safety. CTN, its employees, its agents or Service Providers shall not handle, remove or dispose of Hazardous Materials, and have no obligation to perform work at a location that is not a suitable and safe working environment. CTN shall not be liable for any Hazardous Materials. CTN reserves the right to terminate or suspend this Agreement if Hazardous Materials are present or suspected to be present at any Participant site until Participant removes and remediates Hazardous Materials at the Participant's sole expense in accordance with applicable law.

- 10) Notify CTN within fourteen (14) days of any organizational change that might alter Participant's FCC, USAC Program, or CTF health care services eligibility status.
- 11) Acknowledge that the authoritative source for designation of eligibility services shall be the FCC, USAC and the CPUC as to their respective programs.
- 12) Participant will indemnify CTN and its Affiliates, employees, subcontractors, directors and agents against all damages for bodily injury (including death) and damages to real and tangible property to the extent that such loss was proximately caused by any person for whose conduct the indemnitor is responsible and which arises from the performance or receipt of services under this Agreement. Participant agrees at its expense to defend or settle any third-party claim against CTN and its Affiliates, employees, directors, subcontractors, telecommunications vendors, and suppliers (all "CTN"), and to pay all compensatory damages that a court may finally award against CTN to the extent the claim: (a) arises out of the Participant's, its Affiliate's, or any authorized user's access to, or use of, the services and the claim is not directly attributable to the negligent acts or omissions and/or willful misconduct of CTN arising from the performance of services under this Agreement; (b) alleges that a service infringes any patent, trademark, copyright or trade secret, and is based on (i) Participant's, its Affiliate's or an authorized user's content, (ii) modifications to the service by the Participant, its Affiliates or third parties, or combinations of the service with any services or products not provided by CTN, (iii) CTN's adherence to Participant's, its Affiliate's or an authorized user's written instructions, or (iv) use of the services in violation of this agreement; or (c) alleges a breach by Participant, its Affiliates, or authorized users of a software license agreement covering software provided in connection with services provided under this Agreement.
- 13) Participant acknowledges that continued operation of CTN may be subject to the availability of continued support from funding sources and that CTN reserves the right to modify or curtail CTN services in total or in part at any time, at its sole discretion. To the extent feasible, CTN will provide written notice to Participant's in advance of modification or curtailment of services.

#### III. GENERAL PROVISIONS

- 1. Service Activation. Activation of service is dependent upon completion of all of the following: (a) Execution of this Agreement and (b) CTN's notification from the one of its telecommunications or Internet service provider vendors that broadband through the CTN is accessible to Participant site.
- 2. Participant Fees and Terms. By initialing below, Member agrees to pay a Participant subscription fee according to the schedule below. The Monthly Participant Fee and Monthly Circuit Fee are due and payable to CTN 45 days following receipt of invoice. A late charge of the greater of \$5 or 1.5% per month will apply to payments received sixty (60) days after date of invoice and monthly thereafter for unpaid balances. Payments not received within one hundred twenty (120) days shall result in termination of the connection and of this Agreement. Further, should either USAC or the California Public Utilities Commission fail to reimburse CTN for all or any portion of the circuit costs related to services rendered to Participant under this Agreement, Participant agrees to reimburse CTN for such unpaid fees within thirty (30) days.

Please initial desired bandwidth speed	Circuit Speed	Monthly circuit fee matching funds
	1.5 megabits per second (Mbps)	\$150.00
$\overline{V}$	10.0 Mbps	\$325.00
	45.0 Mbps	\$750.00
	100.0 Mbps	\$900.00

Participant agrees and understands that it will be responsible for paying early termination fees, move fees, cancellation fees, turn-away charges and other special service fees in effect at the time of the termination, cancellation or turn-away in the event this Agreement is terminated prior to the end of the Agreement. Changes and all costs to circuit and supporting equipment are the sole responsibility of the Participant. Professional services not covered by this agreement, including custom programming charges as approved by CTN, shall be charged to the Participant at a CTN hourly rate in effect at the time of the requested professional service.

- 3. Term and Termination. The initial term of Agreement is three (3) years from the effective date. This Agreement shall renew for successive one year terms, unless terminated by either party as specified below or as otherwise expressly provided in this Agreement:
  - a) Either party may terminate this Agreement without cause upon thirty (30) days' written notice.
  - b) Either party may terminate this Agreement upon ten (10) days' prior written notice to the other party for "Cause" (as defined below) or upon the occurrence of any of the following events:
    - i. the other party becomes insolvent (for purposes of this Agreement, "insolvent" shall mean that the party is generally not paying its debts as such debts become due unless such debts are the subject of a bona fide dispute);
    - ii. a receiver is appointed for the assets of the other party;
    - iii. an assignment is made by the other party for the benefit of its creditors;
    - iv. any relief is taken or suffered by the other party as debtor under any bankruptcy or insolvency act and such proceeding has not been dismissed in sixty (60) days;
    - v. significant misuse, abuse or modification of the services, equipment or network by Participant.
    - "Cause" is defined as not meeting the requirements of this Agreement, including a failure to comply with the CTN Participant Agreement Guide requirements.
    - c) Immediate termination may be initiated by CTN for compliance issues that substantially jeopardize the grant funding agreements with the FCC, CPUC or other CTN sponsors.
    - d) CTN shall have the right to immediately terminate this Agreement upon notice to Participant in the event that Participant, or any person with an ownership interest or in a management position with Participant, is excluded from participation in federal or state health care programs, debarred from receipt of federal or state funds, or convicted of a crime related to the above.
    - e) In the event a Participant continues to use equipment, software, or services following termination, Participant agrees to pay the current "fair share" cost for these services as determined by CTN, such fees to be levied on a monthly basis. The current "fair share" cost is defined as at least the cost of the services used by Participant absent any FCC or CPUC program discounts.
    - f) CTN shall have the right to immediately terminate this Agreement should Participant use Services in any manner that violates applicable law or causes CTN to violate applicable law.
- 4. Limitation of Liability. CTN shall have no liability for consequential, exemplary, indirect, special, incidental or punitive damages, including loss of profits, revenues, data or use, incurred by Participant or any third party acting on behalf of Participant, whether based on contract, tort or any other legal theory, arising out of the vendor selection, or installation, operation, maintenance, failure to maintain, use, misuse, or malfunction of CTN.
  - CTN does not make and expressly disclaims all warranties with respect to the broadband communications link, whether express, implied or statutory, including without limitation the implied warranties of merchantability and fitness for a particular purpose.
- 5. Change in Legal Status: In the event that FCC Program eligibility changes, Participant understands that this Agreement may be terminated by CTN if the change would result in noncompliance with FCC, USAC

or CPUC rules or the terms of the FCC or CPUC funding. Alternatively, if the Agreement is permitted to continue, Participant agrees to assume full responsibility for any financial obligation or other restitution that may be required under the applicable terms and conditions of CTN or its funding sources in accordance with the then-current CTN Participant Fee Schedule. Participant specifically agrees to pay in full for any services rendered under this Agreement absent any discounts from the FCC, USAC or the CPUC, if such discounts are found inapplicable due to Participant's eligibility for an agency's program.

- 6. **Delegation/Assignment**: Participant shall not assign or delegate any rights or obligations under this Agreement without CTN's prior written consent. Participant agrees to execute one or more Letters of Agency to continue delegation of authority as established through Participant's original Letter of Agency for CTN to act on Participant's behalf before the FCC and USAC in matters related to the Program.
- 7. Use of Name. Participant shall not use CTN's name in any advertising, promotional materials or statements to the press or public without CTN's prior written approval.
- Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be exclusively in the judicial district encompassing Sacramento, California.
- 9. Partial Invalidity. Should any provision of this Agreement be held to be invalid, void or unenforceable, in whole or in part, by a court of competent jurisdiction, all other remaining provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.
- 10. Independent Relationship. Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement. Neither of the parties, nor any of their respective officers, directors or employees shall, solely by virtue of this Agreement, be construed to be the agent, employee or representative of the other.
- 11. Expenses. The prevailing party in any cause of action or lawsuit brought to enforce or interpret this Agreement shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, expenses and costs of suit or proceeding incurred by the prevailing party in such action or proceeding.
- 12. Force Majeure. Neither party shall be liable for any delay or failure in the performance of any obligation under the Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this agreement shall be third-party communication network outages, Acts of God, fire, explosions, storms, wars, hostilities, blockades, public disorders, quarantine restrictions, embargoes, strikes or other labor disturbances, and compliance with any law, order or control of, or insistence by any governmental or military authority. The party claiming to be affected by such contingency shall give immediate notice to the other party, giving full particulars thereof. The existence of such contingencies shall justify the suspension of performance hereunder by either party; provided, however, that if such period of delay shall exceed sixty (60) days from the date of such notice, either party shall have the right to terminate this Agreement.
- 13. Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and the respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
- 14. Notices. All notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if delivered personally, by electronic facsimile, by email, by express courier (such as Federal Express) or by certified mail, return receipt requested, postage prepaid, addressed to a party as indicated below unless otherwise stated in this Agreement:

For CTN:	For Participant: (Insert Contact Information)
Eric Brown, President & CEO	Name: Raul Recarey, CEO of Health & Human Svc.
California Telehealth Network	Company: Karuk Tribal Health Karak Tribe
2001 P Street, Suite 100	Address: 325 Asip Rd. / PO Box 249
Sacramento, CA 95811	Orleans, CA 95556
(916) 341-3371 (phone); (916) 341-3378 (facsimile)	Phone/Fax: (530) 627-3452 / (530) 627-3446
ebrown@caltelehealth.org (email)	Email: rrecarey@karuk.us

Participant agrees to provide and maintain an email address for the purpose of receiving communications from CTN, notifying CTN of any change in email address not less than ten (10) days prior to the change.

Notice shall be deemed to have been given upon transmittal thereof as to communications which are personally delivered or transmitted by electronic facsimile and, as to communications made by United States mail, on the third day after mailing (so long as the mailing was made in a metropolitan area in the State of California). The above addresses and emails may be changed by giving notice of such change in the manner provided above for giving notice.

- **15.** Cooperation. The parties agree to cooperate in good faith and to perform any and all tasks which are reasonably necessary for the performance of this Agreement.
- 16. Assignment or Transfer. The parties may not assign or transfer this Agreement or their rights or obligations hereunder to any other entity without first obtaining written consent from the other party, which consent shall not be unreasonably withheld; provided however, that without Participant's consent, CTN may assign this Agreement to its successor-in-interest who acquires CTN's assets and operations.
- 17. Authorized Representatives. Each person signing this Agreement represents that he or she is authorized to enter into this Agreement on behalf of the party for which he or she is signing. Each party further represents and warrants that the information, drawings, site plans provided to CTN or its Service Providers do not contain any untrue or incorrect statement of material fact or fails to state a material fact.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions included within this Agreement and have caused this Agreement to be duly executed as of the day and year first written below.

Participant Name: Karuk Tribal Health, Orleans Health and Wellness Center	CTN:
Ву:	Ву
Name: Ruggell Attebery	Eric Brown, President & CEO
Title: Chairman	Date:
Date:	

#### Karuk Community Health Clinic

64236 Second Avenue Post Office Box 316 Happy Camp, CA 96039 Phone: (530) 493-5257 Fax: (530) 493-5270





#### **Administrative Office**

Phone: (530) 493-1600 • Fax: (530) 493-5322 64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

#### Karuk Dental Clinic

64236 Second Avenue Post Office Box 1016 Happy Camp, CA 96039 Phone: (530) 493-2201

Fax: (530) 493-5364

REQUEST FOR CONTRACT/ MOU/ AGREEMENT				
Check One:	☐ Contract ☐ MOU	Karuk Tribe Number Assigned:	15-A-034	
[ [	Agreement Amendment	Funder/Agency Assigned: Prior Amendment:		
REQUIRED → *Procurement Attached				
Requestor:	Eric Cutright	Date:	February 12, 2015	
Department/Program	ո:	Karuk Tribe Health and Human Services	Yreka	
Name of Contractor	or Parties:	California Telehealth Network (CTN)		
Effective Dates (Fro	m/To):	February 26, 2015	February 25, 2018	
Amount of Original: Amount of Modifica Total Amount:		\$11,700.00 \$11,700.00		
Funding Source: Third Party 3900-00-7607-01				
Special Conditions/Terms:				
Old agreement expres 2/28/15				
Brief Description of	<u> </u>			
Happy Camp. This of 6 Megabits for \$2	agreement is for speeds 50 a month. " Don:	peed internet circuits that allow the clinic in of 10 Megabits for \$325 a month. Our existing the organization of 10 Megabits and more at REQUIRED SIGNATURES **	ng service through CTN is for speeds	
Requestor D	which !		2/19/15 Date	
**Chief Financial O	of Mayte	)	2-13-15 Date 7-13-15	
**Director, Adminis	trative Programs & Cor	npliance	2-13-15 Date 2-19-15	
**Director of Self G	overnance(MOU/MOA	) or TERO (Contracts)	2-11-13 Date	
Other			Date	



#### California Telehealth Network Participation Agreement

This California Telehealth Network ("CTN) Participation Agreement ("Agreement") is entered into by and between CTN and Karuk Tribal Health, Yreka Karuk Tribal Health Clinic ("Participant").

#### Recitals

The California Telehealth Network ("CTN") is a statewide, dedicated health care broadband network developed to ensure that California communities, especially rural communities, have access to a wide range of telemedicine and eHealth activities. Telemedicine is defined as the use of medical information exchanged from one site to another via electronic communications to improve a patient's clinical health status. Telemedicine includes a growing variety of applications and services using two-way video conferencing, email, smart phones, wireless tools, and other forms of telecommunications technology that enable remote healthcare. Patient consultations via video conferencing, transmission of still images, e-health including patient portals, remote monitoring of vital signs, continuing medical education, electronic Health Information Exchange, consumer—focused wireless applications, and nursing call centers are examples of telemedicine and eHealth activities.

CTN was established as a result of a one-time grant of Federal Communication Commission ("FCC") funds under the Rural Health Care Pilot Project ("RHCPP"), as well as other public and private funding sources. Universal Service Administrative Company ("USAC") (http://www.usac.org/default.aspx) is the organization appointed by the FCC to be responsible for overseeing, administering and managing the successor FCC health care services program to the RHCPP, the Healthcare Connect Fund ("HCF" or "Program") (http://www.usac.org/rhc/healthcare-connect/default.aspx) in accordance with FCC requirements. CTN is one of many networks authorized for funding under the HCF.

The California Public Utilities Commission ("CPUC") has a program called the California Teleconnect Fund ("CTF") which provides discounts for connectivity to eligible entities which may include CTN Participants. If eligible, a Participant may obtain discounts on connectivity through the CPUC's CTF program.

CTN will provide the broadband connectivity necessary to access high quality, collaborative health services, continuing education, research, peer networking, and other related activities and services by Participants and its patients, clients and users. CTN's fees represent volume discounts to its Participants and result in significant savings on connectivity.

Participant is committed to improving access to and the quality of healthcare in its community, including enhancing its offerings with telemedicine and eHealth activities.

In consideration of the foregoing, the parties agree as follows:

#### I. CTN Responsibilities

- 1) Comply with any applicable FCC HCF rules, regulations or guidelines (<a href="http://www.usac.org/rhc/healthcare-connect/default.aspx">http://www.usac.org/rhc/healthcare-connect/default.aspx</a>) and California Public Utilities Commission California Teleconnect Fund rules, regulations or guidelines (<a href="http://www.cpuc.ca.gov/puc/teleo/public+programs/ctf/">http://www.cpuc.ca.gov/puc/teleo/public+programs/ctf/</a>), if applicable.
- 2) Guarantee a minimum bandwidth (minimum baseline circuit capacity is defined at the T1 level) and Quality of Service ("QOS") capabilities to provide high quality support for commonly used telehealth, eHealth and health-related applications.
- 3) Provide a minimum of sixty (60) days' notice regarding changes in the fee schedule, and provide a formal mechanism for Participant comment during the notice period to ensure transparency in establishing fees necessary to sustain the CTN.

- 4) Notify Participant within fourteen (14) days of any change in management, funding change or other operational circumstances that may impact CTN operations.
- 5) CTN shall defend, indemnify and hold Participant harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CTN.

#### II. Participant Responsibilities

- 1) Comply with this Agreement and any requirements dictated by the Program or the CTF. Any prior agreements between CTF and participant are made superceded by this Agreement as of the effective date of this Agreement.
- 2) Submit timely payment of Participant Fees.
- 3) Comply with CTN policies and directives that do not conflict with this Agreement.
- 4) Obtain and maintain for all Participant's facilities that use services provided under this Agreement throughout the term of this Agreement such consents (including without limitation landlord and land owner consents) as are necessary to timely permit CTN or its contracted telecommunications or Internet Service Provider personnel (Service Provider) to obtain access to Participant's facilities, and to install, deliver, operate and maintain the service and necessary equipment on the Service Provider's side of the Minimum Point of Entry (MPOE) for the telecommunications provider of the demarcation point of a cable/broadband provider to provide the CTN services) at Participant's facilities. Participant shall permit CTN and its Service Providers reasonable access to its facilities at any time as needed to install, configure, upgrade, maintain or remove the equipment and other service components. Participant shall make all reasonable site preparations necessary to permit the installation, maintenance and operation of the service and any equipment that is required to provide the CTN services. Participant shall provide CTN's Service Provider with floor space, rack space, other space and clean power as is reasonably necessary for the installation and operation of equipment at the Participant's location(s) identified in a service order, for the term of the service order. Participant shall not charge CTN or its Service Provider, and will ensure that CTN or its Service Provider do not incur any fees or expenses whatsoever, in connection with Participant's provision of space, power, or access as described in this Agreement, or otherwise in connection with Participant's performance of its obligations; should any such fees or expenses be charged to CTN or its Service provider, Participant agrees to bear this fee or expense. When this agreement ends, Participant agrees to cooperate with CTN to grant access to remove equipment related to the services from Participant's facilities.
- 5) Install and maintain all inside wiring and on-site equipment necessary to complete connection to the CTN and its Services provided hereunder.
- 6) Maintain a designated technical contact at each Participant facility to work with CTN, and to implement reasonable security measures and procedures with respect to use of and access to services and equipment. Both parties agree to promptly notify each other of breaches of security.
- 7) Maintain all licenses, permits, certificates and credentials required by the laws of the United States, the State of California, the FCC and USAC Healthcare Connect Fund, and all other appropriate governmental agencies necessary for the Participant and each Participant site to maintain eligibility for the HCF.
- 8) Maintain comprehensive professional liability and general liability insurance.
- 9) Ensure that each Participant facility under this Agreement is a suitable and safe working environment, free of Hazardous Materials. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution of air, water, or soil, or health and safety. CTN, its employees, its agents or Service Providers shall not handle, remove or dispose of Hazardous Materials, and have no obligation to perform work at a location that is not a suitable and safe working environment. CTN shall not be liable for any Hazardous Materials. CTN reserves the right to terminate or suspend this Agreement if Hazardous Materials are present or suspected to be present at any Participant site until Participant removes and remediates Hazardous Materials at the Participant's sole expense in accordance with applicable law.

- 10) Notify CTN within fourteen (14) days of any organizational change that might alter Participant's FCC, USAC Program, or CTF health care services eligibility status.
- 11) Acknowledge that the authoritative source for designation of eligibility services shall be the FCC, USAC and the CPUC as to their respective programs.
- 12) Participant will indemnify CTN and its Affiliates, employees, subcontractors, directors and agents against all damages for bodily injury (including death) and damages to real and tangible property to the extent that such loss was proximately caused by any person for whose conduct the indemnitor is responsible and which arises from the performance or receipt of services under this Agreement. Participant agrees at its expense to defend or settle any third-party claim against CTN and its Affiliates, employees, directors, subcontractors, telecommunications vendors, and suppliers (all "CTN"), and to pay all compensatory damages that a court may finally award against CTN to the extent the claim: (a) arises out of the Participant's, its Affiliate's, or any authorized user's access to, or use of, the services and the claim is not directly attributable to the negligent acts or omissions and/or willful misconduct of CTN arising from the performance of services under this Agreement; (b) alleges that a service infringes any patent, trademark, copyright or trade secret, and is based on (i) Participant's, its Affiliate's or an authorized user's content, (ii) modifications to the service by the Participant, its Affiliates or third parties, or combinations of the service with any services or products not provided by CTN, (iii) CTN's adherence to Participant's, its Affiliate's or an authorized user's written instructions, or (iv) use of the services in violation of this agreement; or (c) alleges a breach by Participant, its Affiliates, or authorized users of a software license agreement covering software provided in connection with services provided under this Agreement.
- 13) Participant acknowledges that continued operation of CTN may be subject to the availability of continued support from funding sources and that CTN reserves the right to modify or curtail CTN services in total or in part at any time, at its sole discretion. To the extent feasible, CTN will provide written notice to Participant's in advance of modification or curtailment of services.

#### III. GENERAL PROVISIONS

- 1. Service Activation. Activation of service is dependent upon completion of all of the following: (a) Execution of this Agreement and (b) CTN's notification from the one of its telecommunications or Internet service provider vendors that broadband through the CTN is accessible to Participant site.
- 2. Participant Fees and Terms. By initialing below, Member agrees to pay a Participant subscription fee according to the schedule below. The Monthly Participant Fee and Monthly Circuit Fee are due and payable to CTN 45 days following receipt of invoice. A late charge of the greater of \$5 or 1.5% per month will apply to payments received sixty (60) days after date of invoice and monthly thereafter for unpaid balances. Payments not received within one hundred twenty (120) days shall result in termination of the connection and of this Agreement. Further, should either USAC or the California Public Utilities Commission fail to reimburse CTN for all or any portion of the circuit costs related to services rendered to Participant under this Agreement, Participant agrees to reimburse CTN for such unpaid fees within thirty (30) days.

Please initial desired bandwidth speed	Circuit Speed	Monthly circuit fee matching funds
	1.5 megabits per second (Mbps)	\$150.00
V	10.0 Mbps	\$325.00
	45.0 Mbps	\$750.00
	100.0 Mbps	\$900.00

Participant agrees and understands that it will be responsible for paying early termination fees, move fees, cancellation fees, turn-away charges and other special service fees in effect at the time of the termination, cancellation or turn-away in the event this Agreement is terminated prior to the end of the Agreement. Changes and all costs to circuit and supporting equipment are the sole responsibility of the Participant. Professional services not covered by this agreement, including custom programming charges as approved by CTN, shall be charged to the Participant at a CTN hourly rate in effect at the time of the requested professional service.

- 3. Term and Termination. The initial term of Agreement is three (3) years from the effective date. This Agreement shall renew for successive one year terms, unless terminated by either party as specified below or as otherwise expressly provided in this Agreement:
  - a) Either party may terminate this Agreement without cause upon thirty (30) days' written notice.
  - b) Either party may terminate this Agreement upon ten (10) days' prior written notice to the other party for "Cause" (as defined below) or upon the occurrence of any of the following events:
    - the other party becomes insolvent (for purposes of this Agreement, "insolvent" shall mean that the
      party is generally not paying its debts as such debts become due unless such debts are the subject of
      a bona fide dispute);
    - ii. a receiver is appointed for the assets of the other party;
    - iii. an assignment is made by the other party for the benefit of its creditors;
    - iv. any relief is taken or suffered by the other party as debtor under any bankruptcy or insolvency act and such proceeding has not been dismissed in sixty (60) days;
    - v. significant misuse, abuse or modification of the services, equipment or network by Participant.

"Cause" is defined as not meeting the requirements of this Agreement, including a failure to comply with the CTN Participant Agreement Guide requirements.

- c) Immediate termination may be initiated by CTN for compliance issues that substantially jeopardize the grant funding agreements with the FCC, CPUC or other CTN sponsors.
- d) CTN shall have the right to immediately terminate this Agreement upon notice to Participant in the event that Participant, or any person with an ownership interest or in a management position with Participant, is excluded from participation in federal or state health care programs, debarred from receipt of federal or state funds, or convicted of a crime related to the above.
- e) In the event a Participant continues to use equipment, software, or services following termination, Participant agrees to pay the current "fair share" cost for these services as determined by CTN, such fees to be levied on a monthly basis. The current "fair share" cost is defined as at least the cost of the services used by Participant absent any FCC or CPUC program discounts.
- f) CTN shall have the right to immediately terminate this Agreement should Participant use Services in any manner that violates applicable law or causes CTN to violate applicable law.
- 4. Limitation of Liability. CTN shall have no liability for consequential, exemplary, indirect, special, incidental or punitive damages, including loss of profits, revenues, data or use, incurred by Participant or any third party acting on behalf of Participant, whether based on contract, tort or any other legal theory, arising out of the vendor selection, or installation, operation, maintenance, failure to maintain, use, misuse, or malfunction of CTN.
  - CTN does not make and expressly disclaims all warranties with respect to the broadband communications link, whether express, implied or statutory, including without limitation the implied warranties of merchantability and fitness for a particular purpose.
- 5. Change in Legal Status: In the event that FCC Program eligibility changes, Participant understands that this Agreement may be terminated by CTN if the change would result in noncompliance with FCC, USAC

or CPUC rules or the terms of the FCC or CPUC funding. Alternatively, if the Agreement is permitted to continue, Participant agrees to assume full responsibility for any financial obligation or other restitution that may be required under the applicable terms and conditions of CTN or its funding sources in accordance with the then-current CTN Participant Fee Schedule. Participant specifically agrees to pay in full for any services rendered under this Agreement absent any discounts from the FCC, USAC or the CPUC, if such discounts are found inapplicable due to Participant's eligibility for an agency's program.

- 6. **Delegation/Assignment**: Participant shall not assign or delegate any rights or obligations under this Agreement without CTN's prior written consent. Participant agrees to execute one or more Letters of Agency to continue delegation of authority as established through Participant's original Letter of Agency for CTN to act on Participant's behalf before the FCC and USAC in matters related to the Program.
- 7. Use of Name. Participant shall not use CTN's name in any advertising, promotional materials or statements to the press or public without CTN's prior written approval.
- Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be exclusively in the judicial district encompassing Sacramento, California.
- 9. Partial Invalidity. Should any provision of this Agreement be held to be invalid, void or unenforceable, in whole or in part, by a court of competent jurisdiction, all other remaining provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.
- 10. Independent Relationship. Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement. Neither of the parties, nor any of their respective officers, directors or employees shall, solely by virtue of this Agreement, be construed to be the agent, employee or representative of the other.
- 11. Expenses. The prevailing party in any cause of action or lawsuit brought to enforce or interpret this Agreement shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, expenses and costs of suit or proceeding incurred by the prevailing party in such action or proceeding.
- 12. Force Majeure. Neither party shall be liable for any delay or failure in the performance of any obligation under the Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this agreement shall be third-party communication network outages, Acts of God, fire, explosions, storms, wars, hostilities, blockades, public disorders, quarantine restrictions, embargoes, strikes or other labor disturbances, and compliance with any law, order or control of, or insistence by any governmental or military authority. The party claiming to be affected by such contingency shall give immediate notice to the other party, giving full particulars thereof. The existence of such contingencies shall justify the suspension of performance hereunder by either party; provided, however, that if such period of delay shall exceed sixty (60) days from the date of such notice, either party shall have the right to terminate this Agreement.
- 13. Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and the respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
- 14. Notices. All notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if delivered personally, by electronic facsimile, by email, by express courier (such as Federal Express) or by certified mail, return receipt requested, postage prepaid, addressed to a party as indicated below unless otherwise stated in this Agreement:

For CTN:	For Participant: (Insert Contact Information)
Eric Brown, President & CEO	Name: Ray Recarey, CEO of Health & Human Suc
California Telehealth Network	Company: Karuk Tribal Health Karuk Tribe
2001 P Street, Suite 100	Address: 1519 5. Oregon 57.
Sacramento, CA 95811	Yreka, CA 96097
(916) 341-3371 (phone); (916) 341-3378 (facsimile)	Phone/Fax: (530) 842 - 9200 / (530) 842-9207
ebrown@caltelehealth.org (email)	Email: rrecarey@karyk.us

Participant agrees to provide and maintain an email address for the purpose of receiving communications from CTN, notifying CTN of any change in email address not less than ten (10) days prior to the change.

Notice shall be deemed to have been given upon transmittal thereof as to communications which are personally delivered or transmitted by electronic facsimile and, as to communications made by United States mail, on the third day after mailing (so long as the mailing was made in a metropolitan area in the State of California). The above addresses and emails may be changed by giving notice of such change in the manner provided above for giving notice.

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- 16. Assignment or Transfer. The parties may not assign or transfer this Agreement or their rights or obligations hereunder to any other entity without first obtaining written consent from the other party, which consent shall not be unreasonably withheld; provided however, that without Participant's consent, CTN may assign this Agreement to its successor-in-interest who acquires CTN's assets and operations.
- 17. Authorized Representatives. Each person signing this Agreement represents that he or she is authorized to enter into this Agreement on behalf of the party for which he or she is signing. Each party further represents and warrants that the information, drawings, site plans provided to CTN or its Service Providers do not contain any untrue or incorrect statement of material fact or fails to state a material fact.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions included within this Agreement and have caused this Agreement to be duly executed as of the day and year first written below.

Participant Name: Karuk Tribal Health, Happy Camp Karuk Community Clinic	CIN:
Ву:	By
Name: Russell Attebery	Eric Brown, President & CEO
Title: Chairman	Date:
Date:	

#### Karuk Community Health Clinic

64236 Second Avenue Post Office Box 316 Happy Camp, CA 96039 Phone: (530) 493-5257 Fax: (530) 493-5270





#### **Administrative Office**

Phone: (530) 493-1600 • Fax: (530) 493-5322 64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

#### **Karuk Dental Clinic**

64236 Second Avenue Post Office Box 1016 Happy Camp, CA 96039 Phone: (530) 493-2201

Fax: (530) 493-5364

		REQUI	EST FOR CONTRACT/ MOU/ AGREEME	NT
Check One:		Contract MOU Agreement Amendment	Karuk Tribe Number Assigned: Funder/Agency Assigned: Prior Amendment:	15-A-035
REQUI	RED 🗲		Attached   *Budget Attac ies List System Attached (CONTRACTS ON Notification/ review required	
Requestor:		Eric Cutright	Date:	February 12, 2015
Department/Progr	am:		Karuk Tribe Health and Human Services	Нарру Сатр
Name of Contract	or or Pa	arties:	California Telehealth Network (CTN)	
Effective Dates (F	rom/To	o):	February 26, 2015	February 25, 2018
Amount of Origin Amount of Modif Total Amount:			\$11,700.00 \$11,700.00	
Funding Source:		Third Party 3900	-00-7607-01	
Special Condition	s/Term	S:		
old a	Wyr	erment	expires 2/28/15	ecaul .
talk to the central	ovides servers or speed	the low cost high- in Happy Camp. ds of 6 Megabits fo	speed internet circuits that allow the clinics in I This agreement is for speeds of 10 Megabits for \$250 a month. — Don't Office W ** REQUIRED SIGNATURES **	or \$325 a month. Our existing service megabts anymore.
Requestor Lan	ng	Mayt	<b>∞</b>	2/19/15 Date 2-13-15 Date
**Chief Financial  **Director, Admi	NM	ve Programs & Co	el mpliance	2-13-15 Date 2-19-15
**Director of Self	MVI Gover	rnance(MOU/MOA	A) or TERO (Contracts)	Date
Other			Request for Contract/MOU/Agreement	Date

Updated October 25, 2012
This amended version supersedes all previous versions.



#### California Telehealth Network Participation Agreement

This California Telehealth Network ("CTN) Participation Agreement ("Agreement") is entered into by and between CTN and Karuk Tribal Health, Happy Camp Karuk Community Clinic ("Participant").

#### Recitals

The California Telehealth Network ("CTN") is a statewide, dedicated health care broadband network developed to ensure that California communities, especially rural communities, have access to a wide range of telemedicine and eHealth activities. Telemedicine is defined as the use of medical information exchanged from one site to another via electronic communications to improve a patient's clinical health status. Telemedicine includes a growing variety of applications and services using two-way video conferencing, email, smart phones, wireless tools, and other forms of telecommunications technology that enable remote healthcare. Patient consultations via video conferencing, transmission of still images, e-health including patient portals, remote monitoring of vital signs, continuing medical education, electronic Health Information Exchange, consumer—focused wireless applications, and nursing call centers are examples of telemedicine and eHealth activities.

CTN was established as a result of a one-time grant of Federal Communication Commission ("FCC") funds under the Rural Health Care Pilot Project ("RHCPP"), as well as other public and private funding sources. Universal Service Administrative Company ("USAC") (http://www.usac.org/default.aspx) is the organization appointed by the FCC to be responsible for overseeing, administering and managing the successor FCC health care services program to the RHCPP, the Healthcare Connect Fund ("HCF" or "Program") (http://www.usac.org/rhc/healthcare-connect/default.aspx) in accordance with FCC requirements. CTN is one of many networks authorized for funding under the HCF.

The California Public Utilities Commission ("CPUC") has a program called the California Teleconnect Fund ("CTF") which provides discounts for connectivity to eligible entities which may include CTN Participants. If eligible, a Participant may obtain discounts on connectivity through the CPUC's CTF program.

CTN will provide the broadband connectivity necessary to access high quality, collaborative health services, continuing education, research, peer networking, and other related activities and services by Participants and its patients, clients and users. CTN's fees represent volume discounts to its Participants and result in significant savings on connectivity.

Participant is committed to improving access to and the quality of healthcare in its community, including enhancing its offerings with telemedicine and eHealth activities.

In consideration of the foregoing, the parties agree as follows:

#### I. CTN Responsibilities

- 1) Comply with any applicable FCC HCF rules, regulations or guidelines (<a href="http://www.usac.org/rhc/healthcare-connect/default.aspx">http://www.usac.org/rhc/healthcare-connect/default.aspx</a>) and California Public Utilities Commission California Teleconnect Fund rules, regulations or guidelines (<a href="http://www.cpuc.ca.gov/puc/telco/public+programs/ctf/">http://www.cpuc.ca.gov/puc/telco/public+programs/ctf/</a>), if applicable.
- 2) Guarantee a minimum bandwidth (minimum baseline circuit capacity is defined at the T1 level) and Quality of Service ("QOS") capabilities to provide high quality support for commonly used telehealth, eHealth and health-related applications.
- 3) Provide a minimum of sixty (60) days' notice regarding changes in the fee schedule, and provide a formal mechanism for Participant comment during the notice period to ensure transparency in establishing fees necessary to sustain the CTN.

- 4) Notify Participant within fourteen (14) days of any change in management, funding change or other operational circumstances that may impact CTN operations.
- 5) CTN shall defend, indemnify and hold Participant harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CTN.

#### II. Participant Responsibilities

- 1) Comply with this Agreement and any requirements dictated by the Program or the CTF. Any prior agreements between CTF and participant are made superceded by this Agreement as of the effective date of this Agreement.
- 2) Submit timely payment of Participant Fees.
- 3) Comply with CTN policies and directives that do not conflict with this Agreement.
- 4) Obtain and maintain for all Participant's facilities that use services provided under this Agreement throughout the term of this Agreement such consents (including without limitation landlord and land owner consents) as are necessary to timely permit CTN or its contracted telecommunications or Internet Service Provider personnel (Service Provider) to obtain access to Participant's facilities, and to install, deliver, operate and maintain the service and necessary equipment on the Service Provider's side of the Minimum Point of Entry (MPOE) for the telecommunications provider of the demarcation point of a cable/broadband provider to provide the CTN services) at Participant's facilities. Participant shall permit CTN and its Service Providers reasonable access to its facilities at any time as needed to install, configure, upgrade, maintain or remove the equipment and other service components. Participant shall make all reasonable site preparations necessary to permit the installation, maintenance and operation of the service and any equipment that is required to provide the CTN services. Participant shall provide CTN's Service Provider with floor space, rack space, other space and clean power as is reasonably necessary for the installation and operation of equipment at the Participant's location(s) identified in a service order, for the term of the service order. Participant shall not charge CTN or its Service Provider, and will ensure that CTN or its Service Provider do not incur any fees or expenses whatsoever, in connection with Participant's provision of space, power, or access as described in this Agreement, or otherwise in connection with Participant's performance of its obligations; should any such fees or expenses be charged to CTN or its Service provider, Participant agrees to bear this fee or expense. When this agreement ends, Participant agrees to cooperate with CTN to grant access to remove equipment related to the services from Participant's facilities.
- 5) Install and maintain all inside wiring and on-site equipment necessary to complete connection to the CTN and its Services provided hereunder.
- 6) Maintain a designated technical contact at each Participant facility to work with CTN, and to implement reasonable security measures and procedures with respect to use of and access to services and equipment. Both parties agree to promptly notify each other of breaches of security.
- 7) Maintain all licenses, permits, certificates and credentials required by the laws of the United States, the State of California, the FCC and USAC Healthcare Connect Fund, and all other appropriate governmental agencies necessary for the Participant and each Participant site to maintain eligibility for the HCF.
- 8) Maintain comprehensive professional liability and general liability insurance.
- 9) Ensure that each Participant facility under this Agreement is a suitable and safe working environment, free of Hazardous Materials. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution of air, water, or soil, or health and safety. CTN, its employees, its agents or Service Providers shall not handle, remove or dispose of Hazardous Materials, and have no obligation to perform work at a location that is not a suitable and safe working environment. CTN shall not be liable for any Hazardous Materials. CTN reserves the right to terminate or suspend this Agreement if Hazardous Materials are present or suspected to be present at any Participant site until Participant removes and remediates Hazardous Materials at the Participant's sole expense in accordance with applicable law.

- 10) Notify CTN within fourteen (14) days of any organizational change that might alter Participant's FCC, USAC Program, or CTF health care services eligibility status.
- 11) Acknowledge that the authoritative source for designation of eligibility services shall be the FCC, USAC and the CPUC as to their respective programs.
- 12) Participant will indemnify CTN and its Affiliates, employees, subcontractors, directors and agents against all damages for bodily injury (including death) and damages to real and tangible property to the extent that such loss was proximately caused by any person for whose conduct the indemnitor is responsible and which arises from the performance or receipt of services under this Agreement. Participant agrees at its expense to defend or settle any third-party claim against CTN and its Affiliates, employees, directors, subcontractors, telecommunications vendors, and suppliers (all "CTN"), and to pay all compensatory damages that a court may finally award against CTN to the extent the claim: (a) arises out of the Participant's, its Affiliate's, or any authorized user's access to, or use of, the services and the claim is not directly attributable to the negligent acts or omissions and/or willful misconduct of CTN arising from the performance of services under this Agreement; (b) alleges that a service infringes any patent, trademark, copyright or trade secret, and is based on (i) Participant's, its Affiliate's or an authorized user's content, (ii) modifications to the service by the Participant, its Affiliates or third parties, or combinations of the service with any services or products not provided by CTN, (iii) CTN's adherence to Participant's, its Affiliate's or an authorized user's written instructions, or (iv) use of the services in violation of this agreement; or (c) alleges a breach by Participant, its Affiliates, or authorized users of a software license agreement covering software provided in connection with services provided under this Agreement.
- 13) Participant acknowledges that continued operation of CTN may be subject to the availability of continued support from funding sources and that CTN reserves the right to modify or curtail CTN services in total or in part at any time, at its sole discretion. To the extent feasible, CTN will provide written notice to Participant's in advance of modification or curtailment of services.

#### III. GENERAL PROVISIONS

- 1. Service Activation. Activation of service is dependent upon completion of all of the following: (a) Execution of this Agreement and (b) CTN's notification from the one of its telecommunications or Internet service provider vendors that broadband through the CTN is accessible to Participant site.
- 2. Participant Fees and Terms. By initialing below, Member agrees to pay a Participant subscription fee according to the schedule below. The Monthly Participant Fee and Monthly Circuit Fee are due and payable to CTN 45 days following receipt of invoice. A late charge of the greater of \$5 or 1.5% per month will apply to payments received sixty (60) days after date of invoice and monthly thereafter for unpaid balances. Payments not received within one hundred twenty (120) days shall result in termination of the connection and of this Agreement. Further, should either USAC or the California Public Utilities Commission fail to reimburse CTN for all or any portion of the circuit costs related to services rendered to Participant under this Agreement, Participant agrees to reimburse CTN for such unpaid fees within thirty (30) days.

Please initial desired bandwidth speed	Circuit Speed	Monthly circuit fee matching funds
	1.5 megabits per second (Mbps)	\$150.00
<b>/</b>	10.0 Mbps	\$325.00
	45.0 Mbps	\$750.00
	100.0 Mbps	\$900.00

Participant agrees and understands that it will be responsible for paying early termination fees, move fees, cancellation fees, turn-away charges and other special service fees in effect at the time of the termination, cancellation or turn-away in the event this Agreement is terminated prior to the end of the Agreement. Changes and all costs to circuit and supporting equipment are the sole responsibility of the Participant. Professional services not covered by this agreement, including custom programming charges as approved by CTN, shall be charged to the Participant at a CTN hourly rate in effect at the time of the requested professional service.

- 3. Term and Termination. The initial term of Agreement is three (3) years from the effective date. This Agreement shall renew for successive one year terms, unless terminated by either party as specified below or as otherwise expressly provided in this Agreement:
  - a) Either party may terminate this Agreement without cause upon thirty (30) days' written notice.
  - b) Either party may terminate this Agreement upon ten (10) days' prior written notice to the other party for "Cause" (as defined below) or upon the occurrence of any of the following events:
    - i. the other party becomes insolvent (for purposes of this Agreement, "insolvent" shall mean that the party is generally not paying its debts as such debts become due unless such debts are the subject of a bona fide dispute);
    - ii. a receiver is appointed for the assets of the other party;
    - iii. an assignment is made by the other party for the benefit of its creditors;
    - iv. any relief is taken or suffered by the other party as debtor under any bankruptcy or insolvency act and such proceeding has not been dismissed in sixty (60) days;
    - v. significant misuse, abuse or modification of the services, equipment or network by Participant.
    - "Cause" is defined as not meeting the requirements of this Agreement, including a failure to comply with the CTN Participant Agreement Guide requirements.
    - c) Immediate termination may be initiated by CTN for compliance issues that substantially jeopardize the grant funding agreements with the FCC, CPUC or other CTN sponsors.
    - d) CTN shall have the right to immediately terminate this Agreement upon notice to Participant in the event that Participant, or any person with an ownership interest or in a management position with Participant, is excluded from participation in federal or state health care programs, debarred from receipt of federal or state funds, or convicted of a crime related to the above.
    - e) In the event a Participant continues to use equipment, software, or services following termination, Participant agrees to pay the current "fair share" cost for these services as determined by CTN, such fees to be levied on a monthly basis. The current "fair share" cost is defined as at least the cost of the services used by Participant absent any FCC or CPUC program discounts.
    - f) CTN shall have the right to immediately terminate this Agreement should Participant use Services in any manner that violates applicable law or causes CTN to violate applicable law.
- 4. Limitation of Liability. CTN shall have no liability for consequential, exemplary, indirect, special, incidental or punitive damages, including loss of profits, revenues, data or use, incurred by Participant or any third party acting on behalf of Participant, whether based on contract, tort or any other legal theory, arising out of the vendor selection, or installation, operation, maintenance, failure to maintain, use, misuse, or malfunction of CTN.
  - CTN does not make and expressly disclaims all warranties with respect to the broadband communications link, whether express, implied or statutory, including without limitation the implied warranties of merchantability and fitness for a particular purpose.
- 5. Change in Legal Status: In the event that FCC Program eligibility changes, Participant understands that this Agreement may be terminated by CTN if the change would result in noncompliance with FCC, USAC

or CPUC rules or the terms of the FCC or CPUC funding. Alternatively, if the Agreement is permitted to continue, Participant agrees to assume full responsibility for any financial obligation or other restitution that may be required under the applicable terms and conditions of CTN or its funding sources in accordance with the then-current CTN Participant Fee Schedule. Participant specifically agrees to pay in full for any services rendered under this Agreement absent any discounts from the FCC, USAC or the CPUC, if such discounts are found inapplicable due to Participant's eligibility for an agency's program.

- 6. **Delegation/Assignment**: Participant shall not assign or delegate any rights or obligations under this Agreement without CTN's prior written consent. Participant agrees to execute one or more Letters of Agency to continue delegation of authority as established through Participant's original Letter of Agency for CTN to act on Participant's behalf before the FCC and USAC in matters related to the Program.
- 7. Use of Name. Participant shall not use CTN's name in any advertising, promotional materials or statements to the press or public without CTN's prior written approval.
- 8. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be exclusively in the judicial district encompassing Sacramento, California.
- 9. Partial Invalidity. Should any provision of this Agreement be held to be invalid, void or unenforceable, in whole or in part, by a court of competent jurisdiction, all other remaining provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.
- 10. Independent Relationship. Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement. Neither of the parties, nor any of their respective officers, directors or employees shall, solely by virtue of this Agreement, be construed to be the agent, employee or representative of the other.
- 11. Expenses. The prevailing party in any cause of action or lawsuit brought to enforce or interpret this Agreement shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, expenses and costs of suit or proceeding incurred by the prevailing party in such action or proceeding.
- 12. Force Majeure. Neither party shall be liable for any delay or failure in the performance of any obligation under the Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this agreement shall be third-party communication network outages, Acts of God, fire, explosions, storms, wars, hostilities, blockades, public disorders, quarantine restrictions, embargoes, strikes or other labor disturbances, and compliance with any law, order or control of, or insistence by any governmental or military authority. The party claiming to be affected by such contingency shall give immediate notice to the other party, giving full particulars thereof. The existence of such contingencies shall justify the suspension of performance hereunder by either party; provided, however, that if such period of delay shall exceed sixty (60) days from the date of such notice, either party shall have the right to terminate this Agreement.
- 13. Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and the respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
- 14. Notices. All notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if delivered personally, by electronic facsimile, by email, by express courier (such as Federal Express) or by certified mail, return receipt requested, postage prepaid, addressed to a party as indicated below unless otherwise stated in this Agreement:

For CTN:	For Participant: (Insert Contact Information)
Eric Brown, President & CEO	Name: Rayl Recarey, CEO of Health & Human Svi.
California Telehealth Network	Company: Karuk Tribal Health Karuk Tribe
2001 P Street, Suite 100	Address: po Box 1016 / 64736 Second Ave
Sacramento, CA 95811	Happy Camp, CA 46039
(916) 341-3371 (phone); (916) 341-3378 (facsimile)	Happy Camp. (A 96039 Phone/Fax: (530) 493-1600/(530)493-5322
ebrown@caltelehealth.org (email)	Email: rrecarey@karuh.us

Participant agrees to provide and maintain an email address for the purpose of receiving communications from CTN, notifying CTN of any change in email address not less than ten (10) days prior to the change.

Notice shall be deemed to have been given upon transmittal thereof as to communications which are personally delivered or transmitted by electronic facsimile and, as to communications made by United States mail, on the third day after mailing (so long as the mailing was made in a metropolitan area in the State of California). The above addresses and emails may be changed by giving notice of such change in the manner provided above for giving notice.

- 15. Cooperation. The parties agree to cooperate in good faith and to perform any and all tasks which are reasonably necessary for the performance of this Agreement.
- 16. Assignment or Transfer. The parties may not assign or transfer this Agreement or their rights or obligations hereunder to any other entity without first obtaining written consent from the other party, which consent shall not be unreasonably withheld; provided however, that without Participant's consent, CTN may assign this Agreement to its successor-in-interest who acquires CTN's assets and operations.
- 17. Authorized Representatives. Each person signing this Agreement represents that he or she is authorized to enter into this Agreement on behalf of the party for which he or she is signing. Each party further represents and warrants that the information, drawings, site plans provided to CTN or its Service Providers do not contain any untrue or incorrect statement of material fact or fails to state a material fact.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions included within this Agreement and have caused this Agreement to be duly executed as of the day and year first written below.

Participant Name: Karuk Tribal Health, Happy Camp Karuk Community Clinic	CTN:
By:	By Eric Brown, President & CEO
Name: Russell Attebery	Date:
Title: Chairman	
Date:	

## Human Resources Report For Council Meeting on: 02-26-2015

Reporting Period: January 22, 2015 to February 19, 2015

#### **New Hires:**

Yreka	Medical Assistant	Trisha Kerr	(Non-Indian)
Yreka	Medical Assistant	<b>Andrew McAllister</b>	(Karuk Member)
Yreka	Dentist	Benjamin Jeffries	(Non-Indian)
Yreka	Registered DA	Barbara Figlia	(Non-Indian)
Yreka	TANF Receptionist	Rebecca Super	(Karuk Member)
Yreka	DV Specialist	Alma Bickford	(Karuk Member)
Orleans	GIS Specialist/Steward	Jill Beckmann	(Non-Indian)
Happy Camp	<b>Education Coordinator</b>	Carissa Bussard	(Karuk Descendant)
Happy Camp	Mechanic/Maintenance	Kerry Waddell	(Karuk Member)
Happy Camp	Unlicensed DA	<b>Bridget Koons</b>	(Non-Indian)
Happy Camp	On-Call Cook (Senior)	Julie Haas	(Non-Indian)

#### **Pending Interviews:**

Happy Camp	Social Worker Assistant	02/20/2015
Yreka	LCSW (Naa Vura Yeeshiip)	02/23/2015
Happy Camp	KTHA CFO	02/25/2015
Happy Camp	LIAP Coordinator	TBA

#### **Vacant Positions:**

Orleans Sipnuuk Assistant

Orleans Karuk Biological Technician

Orleans Physician/PA/FNP

Happy Camp Data Entry Analyst I or II
Happy Camp Health Information Clerk

Happy Camp On-Call Custodian
Happy Camp Physician/PA/FNP
Happy Camp AOD Counselor

Yreka Director of Community Services (PHN)

Yreka AOD Counselor (Part Time)

#### **Deliverables:**

- 1. Winter Newsletter 2014 was finally sent out to the Membership.
- 2. Spring Newsletter 2015 will be sent out the  $2^{nd}$  week of March 2015, so that we are caught up and on schedule for remainder of the year.
- 3. Tribal Reunion Planning is starting. Tentative date would be a Saturday in June, after school is out. (Committee to be formed to review what worked, what didn't from prior years.)
- 4. Personnel Policy Manual Revisions have been reviewed with Council, and could be Approved at the next Planning Meeting.

# Emma Lee Perez – Grant Writers Report For Council Meeting on February 26<sup>th</sup>, 2015 Reporting Period January 15<sup>th</sup>- February 19<sup>th</sup>, 2015

**Action Items:** Request approval of resolution **XXXX** to the Administration for Native Americans (ANA) Social and Economic Development Strategies (SEDS) in the amount of **\$478,139** for two years to fund education and workforce development activities at the Orleans and Happy Camp Computer Center. **Due: March 4, 2015** 

\*Project Title: Department of Homeland Security- Tribal Equipment Assistance (TEA) Program

Tribal Equipment Assistance grant to continue a one year contract for Satellite Phones (Emergency Preparedness Department), install 5 mobile radios in K-1 fire vehicles (DNR), and purchase one UTV for KTHA security personnel. **Application submitted January 29<sup>th</sup> in the amount of \$24,400** 

\*Project Title: CRIHB - Advancing California Opportunities to Renew Native Health Systems (ACORNS)

Project provides funding to complete the CHANGE assessment tool for gathering community data. Submitting this application makes us eligible to receive \$20,000-25,000 to implement the outcomes of the community assessment. **Application submitted February 13<sup>th</sup>**, **2015 in the amount of \$5,000**.

\*Project Title: Department of Justice-Coordinated Tribal Assistance Solicitation (CTAS)

CTAS application was submitted for purpose Area #3- Healing to Wellness Court, Purpose Area #7-Victims of Crime, Purpose Area #8 – Youth Healing to Wellness Court and Purpose Area #9 – Youth Programs submitted by Tom W. **Application submitted February 19<sup>th</sup> in the amount of \$1,643,632.** 

**Project Title:** Native American Library Services: Enhancement Grants

Eligible projects include: Collections Management, Community Engagement, Digital Collections/Tools, Informal Learning, Partnerships, Professional Development/Continuing Education. **Due: March 2, 2015** 

**Project Title:** Institute for Museum and Library Services (IMLS) Native American Library Services: Basic Grants

Project Title: U.S. Department of the Interior- National Parks Service NAGPRA

Consultation/Documentation Grants- \$5,000 - \$90,000NAGPRA grants fund visits to Museums to consult with museums regarding human remains and cultural items of interest to their tribe or organization and determine items for which they desire to make a claim and consult on repatriation/disposition.

Repatriation Grants- \$15,000 NAGPRA grants fund-Transportation of Native American human remains and/or cultural items to the Indian tribe or Native Hawaiian organization. Hazardous substance testing, documentation and decontamination of Native American human remains or cultural items. Letters have been sent to the Heard Museum and Peabody Museum as a first step to request an inventory list. **Due: March 11, 2015** 

Eligible projects include: Collections Management, Community Engagement, Informal Learning, Professional Development/Continuing Education, and Public Programs. **Due: April 1, 2015** 

**Project Title:** Administration for Children and Families (ACF): Office of Community Services (OCS): Community Economic Development Projects (CED)

CED grants seek to address objectives such as decreasing dependency on federal programs, chronic unemployment, and community deterioration in urban and rural areas. CED projects are expected to actively recruit low-income individuals to fill the positions created by CED-funded development activities, and to assist individuals to successfully hold jobs and ensure that the businesses and jobs created remain viable for at least one year after the end of the grant period. **Due: April 24, 2015** 

**Project Title:** National Endowment for the Humanities - Preservation Assistance Grants for Smaller Institutions

Preservation Assistance Grants help small and mid-sized institutions—such as libraries, museums, historical societies, archival repositories, cultural organizations, town and county records offices, and colleges and universities—improve their ability to preserve and care for their significant humanities collections using knowledge of consultants whose preservation skills and experience are related to the types of collections and the nature of the activities that are the focus of their projects. **Due: May 5, 2015** 

**Project Title:** Tribal Homeland Security Grant Program (THSGP)

THSGP supports the building; sustainment and delivery of core capabilities to enable Tribes strengthen their capacity to prevent, protect against, mitigate, respond to, and recover from potential terrorist attacks and other hazards. Grant writer will begin working on this in early March, after CTAS and ANA have been submitted. This is the main funding source to sustain the Emergency Preparedness Program, Tom Fielden. Due: approximately-May 23, 2015

Project Title: Indian Health Service (IHS) - Tribal Management Grant

The Tribal Management Grant is a capacity building grant designed to help Tribes establish goals and performance measures for current health programs; assess current management capacity to determine if new components are appropriate; analyze programs to determine if T/TO management is practicable; and develop infrastructure systems to manage or organize PFSA. **Due: May 31, 2015** – (deadline varies year to year)

**Project Title:** Ford Family Foundation

Ford Family Foundation provides assistance grants for "capacity building", which are primarily used for strategic planning and organizational development. Grant awards average \$5,000, although some are as much \$10,000 and require 20% cash match.

**Project Title:** ICDBG (Indian Community Development Block Grant)

It's never too early to begin planning for next years' ICDBG. Deadline varies from year to year. Last year the deadline was July 29<sup>th</sup>. Council will let me know when they would like me to attend a planning meeting to begin this process.

## REQUEST FOR TRIBAL COUNCIL AUTHORIZATION TO SUBMIT PROPOSAL TO FUNDING SOURCE

REQUESTOR:	Emma Lee Johnso	on		DATE:	2/23/2	015
DEPARTMENT:	Grants Department	t				
DEADLIN			DATES			
E: <u>2/25/15</u>	AMOUNT:	\$478,139	FROM:	9/1/2015	TO:	9/30/2017
BRIEFLY DESCRIBE PU	JRPOSE OF PROPOSA	L:				aliii.
TheKaruk Tribal Cou Americans –Social and education and workfor	d Economic Developi	ment Solicita	tion in the a	amount of §	6478,139 to	support
REVIEW:	COMPLIANCE	CFO	ОТНІ	 ER:		3.17.2 to 1.47.0 <b>144.</b>
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REQUESTOR*	The la lt	IRED SIGNAT	TURES*	I	DATE 2/2	3/15
CFO*				I	DATE	V
COMPLIANCE*				I	DATE	
CHAIRMAN				I	DATE	
OTHER				T	DATE	
Form Davised 2.42.07						
Form Revised 3.12.07						

#### Karuk Community Health Clinic

64236 Second Avenue Post Office Box 316 Happy Camp, CA 96039 Phone: (530) 493-5257 Fax: (530) 493-5270

## Karuk Tribe



#### **Administrative Office**

Phone: (530) 493-1600 • Fax: (530) 493-5322 64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039 Karuk Dental Clinic 64236 Second Avenue Post Office Box 1016

Post Office Box 1016 Happy Camp, CA 96039 Phone: (530) 493-2201 Fax: (530) 493-5364

			REQUEST FOR RESC	LUTION	
Check One:	<b>4</b>	Resolution	Karuk Tribe Number	Assigned: 15-R-027	
			Prior Amendment:		
Requestor:		Emma Lee Perez	1. (c) (d) (d) (d) (d) (d) (d) (d) (d) (d) (d	Date: February 23, 20	15
Department/Prog	gram:		Grants Department		
	ouncil a	uthorizes the submiss	sion of a proposal to the Adm 78,139 to support education		
	** RE(	QUIRED SIGNATUR	ES **		
**Self-Governan	ice Coor	dinator			Date
Other			THE STREET, BUT WITH THE STREE		Date

#### Karuk Community Health Clinic

64236 Second Avenue Post Office Box 316 Happy Camp, CA 96039 Phone: (530) 493-5257 Fax: (530) 493-5270



#### Administrative Office

Phone: (530) 493-1600 • Fax: (530) 493-5322 64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

#### **Karuk Dental Clinic**

64236 Second Avenue Post Office Box 1016 Happy Camp, CA 96039 Phone: (530) 493-2201

Fax: (530) 493-5364

#### RESOLUTION OF THE KARUK TRIBE

**Resolution No:** 

15-R-027

Date Approved:

February 26, 2015

RESOLUTION AUTHORIZING THE SUBMISSION OF A PROPOSAL TO THE ADMINISTRATION FOR NATIVE AMERICANS – SOCIAL AND ECONOMIC DEVELOPMENT SOLICITATION IN THE AMOUNT OF \$478,139 TO SUPPORT EDUCATION AND WORKFORCE DEVELOPMENT ACTIVITIES.

WHEREAS; the Karuk Tribe is a Sovereign Aboriginal People, that have lived on their own land since long before the European influx of white men came to this continent; and

WHEREAS: the members of the Karuk Tribe have approved Article VI of the Constitution delegating to the Tribal Council the authority and responsibility to exercise by resolution or enactment of Tribal laws all the inherent sovereign powers vested in the Tribe as a Sovereign Aboriginal People, including negotiating and contracting with federal, state, Tribal and local governments, private agencies and consultants; and

WHEREAS; the members of the Karuk Tribe have approved Article VIII of the Constitution assigning duties to the Chair, Vice Chair, and Secretary/Treasurer including signing and executing all contracts and official documents pertaining to the Karuk Tribe; and

WHEREAS; the Karuk Tribe is a federally recognized Tribe and its Tribal Council is eligible to and is designated as an organization authorized to Contract pursuant to P.L. 93-638, as amended, on behalf of the Karuk Tribe; and

WHEREAS; the Karuk Tribal Council endorsed the United Nations' Declaration on the Rights of Indigenous People on January 26, 2012; and

WHEREAS; in Article 24 of the 2008 adopted Declaration on the Rights of Indigenous People, the United Nations declared that Indigenous peoples have the right, without discrimination, to the improvement of their economic and social conditions, including, inter alia, in the areas of education, employment, vocational training and retraining, housing, sanitation, health and social security.

WHEREAS; the Declaration furthermore contends that States shall take the necessary steps with a view to achieving progressively the full realization of this right; and

WHEREAS; the Karuk Tribal Council supports the health and well-being of Tribal Members, Descendants and Non-Tribal members in our communities; and

WHEREAS; the Karuk Tribe seeks funding to support education and workforce development; now

**THEREFORE BE IT RESOLVED;** that the Administration for Native Americans has provided the opportunity for the Karuk Tribe to submit an application for funding that will support this effort of the Karuk Tribe; now

THEREFORE BE IT FINALLY RESOLVED; that the Karuk Tribal Council authorizes the submission of a proposal to the Administration for Native Americans—Social and Economic Development Solicitation in the amount of \$478,139 to support education and workforce development activities.

CEDTIFICATION

CERTIF	
I, the Chairman, hereby certify the foregoing resoluti	on 15-R-027 which was approved at a regularly
scheduled Tribal Council Meeting on February 26, 2	015 was duly adopted by a vote of AYES,
NOES, ABSTAIN, and said resolution	has not been rescinded or amended in any way. The
Tribal Council is comprised of 9 members of which	hvoted.
Russell Attebery, Chairman	Date
Russen Auguery, Channian	Date

# Administration for Native Americans Social and Economic Development Strategies

CFDA No. 93.612

## The Chími Nuvûuksahinaa Project ("Let's Have A Work Contest")

Submitted by

### The Karuk Tribe

On behalf of the Karuk Community Development Corporation

March 4, 2015

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## **Project Abstract**

Applicant Name: Karuk Tribe- Karuk Community Development Corporation

Project Title: Chími Nuvûuksahinaa (Let's have a work contest)

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**Project Summary:** The Chími Nuvûuksahinaa (Let's have a work contest) project seeks to provide a comprehensive approach to meet the social, educational and economic development needs of Karuk native youth through mentorship, tutoring and educational services and Karuk adults 18 and over through education, job and vocational training. This will be accomplished in two ways. First, by partnering with existing tribal programs to enhance the current tribal mentorship program and tutoring services; to provide youth with hands on academic support both inside and outside of the classroom. Second, providing adults with support services and training opportunities to overcome the barriers to employment and underemployment. Benefits include (a) higher lifetime wage earnings, (b) less dependency on public assistance (c) decrease in unemployment rates (d) youth will perform at rates in-line with their peers. Ultimately, the disparities with poverty will be reduced.

The Chími Nuvûuksahinaa Project Goal is to improve test scores and graduation rates of native youth; through tutoring and mentorship and to develop a qualified labor force to meet the future needs of the Karuk Tribe. The two objectives are: (1) By the end of 24 months, 30 youth (33%) of Karuk students, grades 6-12 will enroll and participate in competency-based Khan Academy challenges and afterschool activities at the Karuk Learning Centers. (2) By the end of 24 months, 10 teachers will be supported to learn how to use Khan Academy to provide individualized competency-based lessons for student in their classrooms. (3) By the end of 24 months, 80 (30%) of 100 Karuk who live within the ancestral territory will have received a high school diploma and necessary job training to be prepared to meet the demands of future employment needs.

Ten partnerships with community organizations, including Federal, State, and Tribal agencies, will be established and the project will leverage over \$90,000 in resources. The workforce development coordinators and student services coordinators will work with existing Tribal Employment Rights Officer (TERO), Karuk Temporary Assistance for Needy Families (TANF) local community colleges and schools, State workforce development entities, and other partners to address the needs of Karuk tribal members.

Estimate Number of People To Be Served As A Result Of The Award Of This Grant: 120 American Indians living within the Karuk Aboriginal Territory.

#### Introduction

The proposed *Chimi Nuvûuksahinaa* ("Let's Have A Work Contest") Project is a community-based partnership through which the Karuk Tribe and its Computer Learning Centers will join forces with public schools and community partners to improve the academic performance of Karuk elementary and high school students, particularly in challenging core subjects, such as math and science, as well as cultural experiences that foster student interest, promote high school completion, and facilitate transitions into colleges and the work place. Due to budget declines, it is becoming more difficult for public schools to address the unique academic and cultural needs of Karuk youths. It will also offer Karuk adults who have not yet obtained high school diplomas an opportunity to earn GEDs, as well as address barriers to employment. The Chimi Nuvûuksahinaa project will partner with over ten public and private-sector organizations, leveraging over \$90,000 in resources beyond the required 20% non-Federal match.

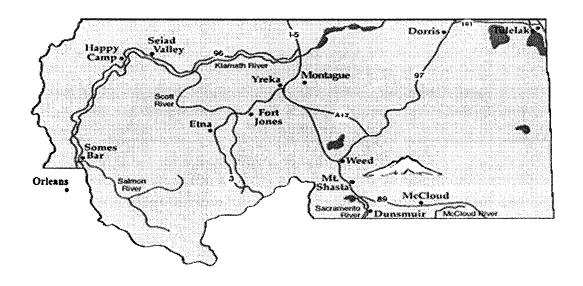
#### Objectives and Need for Assistance

Problem Statement: Geographic isolation and chronic substance abuse is contributing to a number of external and internal factors, resulting in 27% of adults without high school diplomas and youth performing at rates 50% of their peers on STAR tests. Many Karuk youth enter high school with academic deficiencies that are not sufficiently remediated; thus they continue to struggle in high school until they are convinced they cannot graduate or attend college, surrendering themselves to dismal prospects for postsecondary education or the job market. Unless Karuk youth have a strong educational background to pursue post-secondary education or secure jobs, many will continue on a downward spiral of poverty, substance abuse and

dependence on public assistance programs. The grim reality is that American Indians are the least represented of all U.S. minority groups in careers requiring advanced degrees. "Native youth graduate at a rate 17 percent lower than the national average" and over 25% live in poverty.

The Karuk Tribe is located in the remote and far northwestern region of California. The Karuk Service Area includes a portion of eastern Humboldt County and Siskiyou County with 3,723 enrolled members, and is the second largest Tribe in California. At the same time, it is one of the few Tribes in California for which only 12 acres of reservation land was set aside - despite the fact that Karuk Aboriginal Territory covers 1.38 million acres. As shown on the next page and in Attachment A, the proposed project will serve 1,147 Karuk people living in the mid-Klamath Region along a 130-mile stretch of Highway 96 that connects Orleans in Humboldt County to Happy Camp in Siskiyou County. Rugged, steep, forested mountains isolate Tribal communities west of Interstate 5, which are considered "frontier" lands with fewer than seven persons per square mile. Residents travel a narrow, winding two-lane highway, subject to frequent closures due to flooding, mud and rockslides, and wildfires. The left side of the map below shows several of the targeted Siskiyou County communities, traveling north from Yreka and then west and south on Highway 96 through Klamath River, Horse Creek, Hamburg, Seiad Valley, Happy Camp, Somes Bar and Orleans, in Humboldt County 11 miles southwest of Somes Bar.

<sup>&</sup>lt;sup>1</sup> "A Roadmap For Making Native America Safer." http://www.aisc.ucla.edu/iloc/report/. Indian Law & Order Commission, 1 Nov. 2013. Web. 16 Jan. 215.



Karuk Tribal Enrollment in Aboriginal Territory - Size of Community

Town	Age 1-17	18-30	31+	Totals
Forks of Salmon	0	11	20	31
Hamburg	1		1	2
Нарру Сатр	54	41	178	273
Klamath River			6	6
Orleans	24	20	62	106
Seiad Valley	3	1	6	10
Somes Bar	9	10	23	42
TOTALS:	91	83	290	464

Barriers to education for Karuk families include poverty and chronic unemployment, substance abuse, distance, transportation, negative student attitudes and limited interest/access to education, cultural alienation due to historic disruptions of traditional life ways, lack of economic investment and diversity in our communities, and more recently, the problems

California public schools are facing with severely reduced budgets, and the absence of culturally relevant curriculum offered in public schools.

When the Federal government suspended timber harvests on northern California public lands in the early 1990s and the local timber industry collapsed, the National Association of Counties declared Happy Camp, *located in the heart of Karuk Ancestral Territory*, one of the ten most economically endangered communities in the United States. High school graduates that for generations followed their fathers into the woods and sawmills to make a good living suddenly lost their livelihoods. Since then unemployment and poverty have been excessively high.

January 2015 Karuk Tribe Census Data revealed that of 1,369 Karuk households surveyed; of that number, 473 Tribal members (14%) were unemployed; however, another 821 Tribal members (29%) were employed and living in poverty. *Thus a total of 1,294 Tribal members* (43%) were living in poverty as the unemployed and "working poor." Most of these live in the targeted Klamath River communities along Highway 96.

The symptoms of the Karuk communities' hardships include depression, substance abuse, family violence, and child neglect. There is a prevailing attitude that our Tribal youth have to leave this area to find employment because there is no future here. Without a quality high school education, it is virtually impossible to succeed in college and/or compete for jobs that are available locally and non-locally. The Karuk Tribe's capacity for self-determination and lasting

economic sustainability diminishes in proportion to the lack of education and available resources<sup>2</sup> (See attachment H).

For the past decade, the Karuk Tribe's underfunded education program has had only limited BIA higher education funds. Public schools have lost attendance-based State revenues, programs, and staff. Results of the 2013 California Standardized Testing and Reporting (STAR) system indicate that at the Happy Camp Elementary School only 47% of students are proficient or advanced in English-Language Arts, 33% in Mathematics, and 38.9% in Science. Among 48 Happy Camp High School students tested in 2013, 42.2% were proficient or advanced in English-Language Arts, data unavailable in Mathematics, and only 22.7% in Science. By the eleventh grade, the 39% who were neither proficient nor advanced in English-Language Arts were evenly distributed among basic, below basic, and far below basic skill levels (at 13% each). Only 17% of EOC (End of Course- beyond 11<sup>th</sup> grade) had achieved basic competency in Algebra I, with the remaining 50% below basic and far below basic competency; 35% of ninth graders had achieved basic competency in Integrated Sciences, 24% below basic, and 6% far below basic in sciences. (See attachment B)

The brutal reality is that native youth are the least likely to attend a high school that offers Advanced Placement courses, such as the aforementioned high school. From the very beginning native youth are less likely to have the tools within their public schools to access a proper, competitive education. Even more alarming, only 1 in 4 native graduates who took the ACT scored at the college-ready level in math, and about one-third scored at the college-ready

<sup>&</sup>lt;sup>2</sup> Census data: http://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF

level in reading, performing at rates 50% below their White counterparts<sup>3</sup>. These grim statistics are exactly what we hope to reverse with the *Chími Nuvûuksahinaa* project.

#### **Outcomes Expected**

Outcomes Expected: What is Produced- Ten partnerships will be established with community organizations totaling over \$ 90,000 in leveraged resources. 30 Karuk students, grades 6-12, over 24 months will enroll and participate in competency-based Khan Academy challenges and afterschool activities at the Karuk Learning Centers. These challenges will develop the defining attributes they need to succeed in high school, college, and to be better qualified for employment. Ambitious students may blend high school and college curricula compressing the time it takes to complete a high school diploma and the first two years of college by providing college classes in high school. Students will gain increased competency at their individual level and learn strategies for persevering when faced with challenges, both academically and socially. 10 teachers will be supported to learn how to use Khan Academy to provide individualized competency-based lessons for students in their classrooms. 80 Karuk adults over 24 months will have received a high school diploma or necessary job training to be prepared to meet the demands of future employment needs. Ultimately, Karuk adults will be better able to serve their communities and act as role models for younger generations. Outcomes-What will change: Karuk tribal members will have the educational resources they need to be prepared to meet the challenges of a rapidly changing world in a highly competitive job market. The Karuk community will play a greater role in youth education; middle school

<sup>&</sup>lt;sup>3</sup> "The State of Education for Native Students." The Education Trust, 1 Aug. 2013. Web. 19 Feb. 2015. <a href="http://www.citationmachine.net/apa/cite-a-website/manual">http://www.citationmachine.net/apa/cite-a-website/manual</a>.

students will be better prepared academically and have a skill set for overcoming educational barriers. High school attendance, graduation, and academic proficiency will improve. The "achievement gap" will be narrowed, that is many Karuk will graduate from high school and enter colleges and universities at rates more consistent with the general student population without the need for remediation. Karuk will be able to secure good jobs in their homeland and make a difference in their communities. Adults will be more employable and be less dependent on government assistance. By building student bridges to success the Tribe's future leadership, Tribal management/government, and capacity for developing economic sustainability will be strengthened.

#### **Project Goal and Objectives**

The overarching goal of the *Chími Nuvûuksahinaa* project is to improve test scores and graduation rates of native youth; through tutoring and mentorship and to develop a qualified labor force to meet the future needs of the Tribe. The project objectives are:

**Objective** # 1: By the end of 24 months, 30 (33%) Karuk students, grades 6-12 will enroll and participate in competency-based Khan Academy challenges and afterschool activities at the Karuk Learning Centers.

**Objective** #2: By the end of 24 months, 10 teachers will be supported to learn how to use Khan Academy to provide individualized competency-based lessons for student in their classrooms. **Objective** # 3: By the end of 24 months, 80 (30%) of 100 Karuk who live within the ancestral territory will have received a high school diploma or necessary job training to be prepared to meet the demands of future employment needs.

#### **Impact Indicator**

Impact Indicator	Pre-Grant Status	End-of-Grant Target	Two-Year Target (Post Project)	Means of Measurement
Number of youth who score "above basic" on STAR tests	4	12	30	Khan Academy enrollment, tutoring. STAR test results
Number of teachers using Khan Academy in their classrooms	0	5	10	Teacher surveys, direct contact with teachers and schools
Number of adults who received a GED or job placement training	0	40	80	Number of diplomas received and jobs obtained,

#### **Approach**

The significance of the *Chími Nuvûuksahinaa* project is its' academically, culturally, and technologically enhanced approach. Computer learning centers have become the "learning highway" that is vital in every work place, school, and community. The Happy Camp Community Computer Center (HCCCC), and its sister Computer Center located in a Tribal facility in Orleans, represents significant leveraging of non-federal resources, with in-kind contributions by the College of the Siskiyous (COS), Happy Camp High School, and volunteer staff and technology equipment contributed by the governing board of the Community Computer Center at Orleans.

Quarterly Evaluations and Progress. On a weekly, monthly, and quarterly basis the project staff will meet to evaluate progress and address any anomalies to ensure that the coordination between participating students, teachers, scheduling, and monitoring is satisfactory. Student progress will be compared to progress in the previous quarter and year, this will be measured through the Khan Academy program and tracking system. Staff will participate in quarterly meetings with TERO, TANF and Education Coordinator to staff and develop a quarterly calendar of events and trainings. This will ensure non-duplication of efforts and a means for serving the most participants. ANA reporting requirements will also ensure the project remains on track and adjustments are made when necessary. Progress will be reported to the KCDC Board and Tribal Council at monthly meetings by the KCDC Operations Manager.

By targeting the academic and employments needs that are specific to each individual's learning capacity and desired outcomes, participants will be able to overcome challenges that otherwise would not be possible. Given the academic challenges Karuk students face, a 24-month project is necessary to ensure that students stay in school, acquire the necessary tools to overcome individual academic challenges and are prepared to meet the demands of college and a highly competitive job market. Adults will benefit from a 24-month project in that it will give them the opportunity to complete a two year college degree, and/or gain job skills to overcome barriers to employment that will be identified throughout the program and initial intake and increase overall employability.

**Sustainability:** Community involvement will increase as participants and their families benefit from the wide range of project initiatives and activities. Sustainability beyond the grant will be accomplished by greater continuity between Tribal programs, schools, partnerships, and other

local community resources. Khan Academy participants will gain life-skills to overcome challenges before they are too far behind to have hop of remediation. The Tribe's Community Computer Learning centers will continue to provide online courses for students preparing for college beyond the project, to the degree communities and partnerships are able to provide continuing support. Partnerships will have expanded the resource base, and the Tribes Education Department will have strengthened its capacity to promote education by leveraging with other entities and grantor beyond the ANA grant. The table that follows identifies the project sustainability strategy.

#### Sustainability Strategy Chími Nuvûuksahinaa Project

Future Sustainability Strategy	Sources of Future Financial Resources	Internal Requirement
Proficiency- College	BIA, Department of Education,	Tribal Education Program
Preparation	Grants and Scholarships, High Schools	Computer Centers
GED Programs	Grants, Employers, TANF, Tribal Programs, TERO	Computer Centers, Tribal Programs, TANF

Continued Computer Center	Scholarships/Loans/Entitlements,	Karuk Tribe Council,
Distance Learning Activities	Karuk Tribe Future Financial	Administrative Offices,
	Endeavors, High Schools,	Tribal Programs and High
	Colleges and Universities,	Schools
	Income generated from classes	
	offered by Computer Center	
	staff.	

Contingencies: Some staff is currently employed as Workforce Development Coordinators, so we anticipate minimal delays in hiring project personnel. Currently employed staff has identified participants and expect to be able to serve participants almost immediately. To recruit and retain participants, project staff will utilize current youth programs and school staff as a means for generating interest. Additionally, there is currently a large group of participants already identified twenty to twenty-five youth currently attend our computer centers on a daily basis.

This is our target audience as they are currently not involved in after school programs, tutoring and only limited extracurricular activities. Additionally, adults can identified through TANF, TERO, County social services, Karuk Behavioral Health, Karuk Judicial and other service based programs and organizations.

Project Activities: The OWPs provide the step-by-step approach that is time bound measurable and achievable. The framework for project activities is identified below. The Project Director, one and one-half workforce development coordinators and two full-time

student services coordinators will work closely with Tribal, County and local programs, tribal adults, students, parents, and local high schools to accomplish the following activities:

- (a) assist clients with job searches, resumes and employment applications, letters of inquiry, and interview techniques,
- (b) coordinate with other supporting workforce entities to help facilitate job opportunities, job related certificates and training, job skills and employability for tribal members,
- (c) financial workshops that may include family budgeting, how to manage and maintain checking and savings accounts, establishing credit, and investing,
- (d) facilitate curricula, scheduled activities, and recruit participants to obtain General Education Diplomas-GEDs,
- (e) career counseling, academic advising/college preparatory planning, tutorial assistance, mentoring, and coordinating services from school- and community-based sources,
- (f) assess academic achievement by subject matter area working with local high schools, (g)consult with parents and teachers to identify needs for remediation and intensive individual or small group tutoring,
- (h) coordinate remediation and tutorial assistance as indicated based on academic performance and student/parent consultations,
- (i) identify, inform, and assist high-achieving high school students in accessing Advanced Placement courses through local community colleges, including classroom, online, and video conference college courses at Community Computer

Centers and the College of the Siskiyous,

- (j) assist high school students in preparing and signing up for "gate keeping" college entrance exams, including ACT, PSAT, SAT, and community college English/math placement tests,
- (k)in coordination with the Tribal Education Department assist high school students with information about public and private sources of financial aid, college admission applications, federal and state financial aid applications, and scholarship applications, as well as accompanying letters and essays,
- (l) Provide competency-based learning challenges and incentives to youth through Khan Academy,
- (m) Establish Coding Clubs, Game and Movie Nights, also used as an incentive for participating in Khan Academy.

High school students may begin a multi-year process of establishing, building, and continuously improving a "college-going culture" based on the "Nine Critical Principles of a College Culture" developed by Dr. Patricia McDonough and colleagues at UCLA identified in Attachment E. Beyond direct services aimed at improving high school students' academic achievement in math, science, and language arts, the *Chími Nuvûuksahinaa Project* will help facilitate career development skills identified by researchers as highly predictive of Indian adolescents' self-efficacy, expectations, vocational interests, vocational identity, and proactivity (Turner, et al., 2006). Those skills include (1) career exploration and understanding how one's interests, skills, values, and abilities relate to various occupations, (2) goal-setting, (3) self-regulated learning (strategies to optimize educational opportunities), and (4) support,

(e.g., from parents, families, and communities). Career nights at the learning centers will highlight speakers chosen by participants to discuss the steps needed to achieve employment in their field. Many of these important skills will be enforced and developed through the adoption of Khan Academy and the approach that "intelligence is not fixed, and the best way that we can grow our intelligence is to embrace tasks where we might struggle and fail". This will be especially important when working with  $6^{th}$ - $8^{th}$  graders in prepping them for their attitudes towards achieving their educational goals. Providing competency-based individualized learning challenges and incentives to youth through Khan Academy Challenges administered by staff at Karuk Computer Centers in Happy Camp and Orleans students, parents and teachers in our tribal communities will develop learning mindsets to believe that capability and intelligence can be grown through effort, struggle and failure. These programs will have lasting effects on our students and communities by increasing life skills, increasing the number of students who complete high school as well as college. Teachers nights will focus on how to use Khan Academy in the classroom, and Parent Nights will help parents learn to use the Khan Academy for personal learning, as well as how they can help their children learn. Staff will act as Khan Coaches, as well as provide personal mentoring, tutoring and other educational services as determined throughout the project. After school coding clubs<sup>4</sup> will provide students a place just to hang out during non-school hours, on vacations, and summer break because there are few options for "entertaining" kids after the school day ends and this time is statistically proven to be the most risky time for youth to be unsupervised. More importantly, coding enhance STEM

<sup>&</sup>lt;sup>4</sup> Coding is telling a computer what you want it to do, which involves typing in step-by-step commands for the computer to follow.

(Science, Technology, English and Math) skill sets, further preparing youth to meet the challenges of a global market, while also instilling confidence and a high-level of thinking.

Technology, data and computers are central to our daily lives, and kids who understand the basics of programming will be more adaptive to changing needs of the workforce<sup>5</sup>. Game nights, social clubs, and community created activities will all benefit the youth in our community.

The Tribe's Community Computer Centers will offer pre-college training in introduction to online learning and videoconference tutoring to aid in the successful completion of college courses. Staff will assist high school students and adults in applying for college admission and financial aid, provide on-site technology support, coordinate services available from both Tribal and non-tribal resources, and maintain confidential student records. The Khan Academy and overall program will also serve as a tool for remedial education. Adults and youth will benefit from the implementation of Khan Academy by utilizing it as source for overcoming academic challenges either during or prior to entering high education. Adults will benefit by utilizing the online tutorials to review material many times as a way of grasping challenging concepts and translating that to the traditional college classroom. Youth can utilize Khan Academy as a way of early identification and intervention. Youth can begin working on remediation of critical subjects like math, reading and English, prior to entering post-secondary education. This will enhance their confidence as well as propel them address their deficiencies early on.

<sup>&</sup>lt;sup>5</sup> https://www.tynker.com/why-tynker

The workforce development component of the project will be geared towards individuals who wish to obtain their General Educational Development (GED) test, or high school equivalency credential, who did not graduate from high school or who passed through school without acquiring the knowledge and skills needed to meet today's high-skill employment demands. Interested participants will participate in resume writing, week-long job workshops, general skill building; including typing, computer skills and eventual college courses if desired. In some instances there will be a blending of services which will be available to both youth and adults such as in the case that college courses, resume development and career events. Career events will be created with the input of our youth, inviting representatives from professions including information on what is needed to prepare and get into those jobs.

The *Project Director, Student Services Coordinators and Workforce Development Coordinators* day-to-day activities will consist of the aforementioned activities as well as coordinating the needs of individual participants. By partnering with existing tribal programs to enhance the current tribal mentorship program and tutoring services, adults will have access to online and teleconferencing educational opportunities. Second, providing adults with support services and training opportunities to overcome the barriers to employment and underemployment.

During the summer months, students who are behind academically or who want to take "advanced placement" high school/college classes will benefit greatly from project activities.

The project will provide GED curricula to individuals over 18 during the day and one evening each week for those who wish to pursue a high school diploma rather than a GED. Adults will

have the opportunity to meet one on one with Workforce Development Coordinators to develop an individualized plan geared towards to educational and workforce development goals.

Workforce Coordinators are available Monday – Friday, 8:00 a.m. -5:30 p.m. and Saturdays to accommodate those individuals whom cannot meet up during traditional business hours. Each individuals plan will be reviewed often and revised according to the individual's needs.

The *Project Director* will oversee project implementation, partnership building, staff responsibilities, staff recruiting and hiring, fiscal accountability, and project progress, reporting to the KCDC Board, Tribal Council, and ANA. The *Project Director* will supervise the *Student Services Coordinators'* and *Workforce Development Coordinators* activities and the day-to-day activities as described in the OWPs. Due to the proximity of the Orleans site the student services coordinator will supervise the part-time work force development coordinator and report activities to the KCDC Board and Operations Manager. The staff will coordinate and schedule activities five months in advance to better promote recruitment and retention, and monitor student progress with assistance from high school teachers, TANF, TERO and other participating agencies that are working with adult participants. Our staff will ensure that student and adult interactions are positive, culturally appropriate as well as productive.

Project Evaluation: To ensure that project goals and objectives are met, project staff will monitor and evaluate the impacts services are having on participants monthly and quarterly. Understanding the impacts will guide decisions about project improvements. The evaluation will measure process indicators and outcome indicators. Process indications will measure how effectively services and activities are being delivered. Indicators will consider the satisfaction of participants with the services, academic achievement, and levels of participation, student

compliance, and generated interest in education attainment. These indicators will assist staff in determining how to improve, streamline, assess and enhance the project goal and objective.

Objective	Criteria for Evaluation Results	Relevant Indicators
Objective # 1: By the end of 24	High school graduation	Comparisons of student
months, 30 (33%) Karuk students,	rates improved, STAR	progress on a quarterly
grades 6-12 will enroll and	testing results, Number	and yearly basis.
participate in competency-based	of students entering	
Khan Academy challenges and	Colleges.	
afterschool activities at the Karuk		
Learning Centers.		
Objective #2: By the end of 24	Teachers attendance at	Number of teachers
Objective #2. By the chid of 24	Teachers attenuance at	Number of teachers
months, 10 teachers will be	Teacher's Night trainings,	using Khan Academy
supported to learn how to use Khan	Teachers implementation of	in the classroom at the
Academy to provide individualized	Khan Academy in the	beginning and end of
competency-based lessons for	classroom.	the grant cycle.
student in their classrooms.		
<b>Objective # 3:</b> By the end of 24	Capacity for employment,	GED test score
months, 80 (30%) of 100 Karuk	gained job related skills,	improvements or GED
who live within the ancestral	Completion of GED	certificates. Number of
territory will have received a high		participants employed.
school diploma and necessary job		

training to be prepared to meet the	
demands of future employment	
needs.	

Community Involvement: In January and early February 2015 community meetings were held in Happy Camp, Yreka, and Orleans by the Karuk Community Development Corporation. A summary of these community meetings, sign-in sheets, surveys, comments, and other data that support the project goal can be found in Attachment C. As demonstrated in the survey conducted at the Orleans Computer Center there is a strong desire for the activities proposed in our project. Community members who supported the Chími Nuvûuksahinaa Project included students, high school personnel, Tribal Elders and other community members, representatives from Tribal programs, the Karuk Tribal Council, the KCDC Board of Directors, the Karuk Tribal Housing Authority, and College of the Siskiyous. Other community input included the Indian Parent Committee which serves as oversight to the Title VII program at the Happy Camp Elementary school.

Project staff will advertise and promote the *Chimi Nuvûuksahinaa* project in four quarterly Karuk Tribal Newsletters per year. Project staff will utilize the Karuk website and other social media to promote, recruit and advertise the program.

Organizational Capacity and Profile: The Karuk Tribe's Organizational Chart depicts a complex Tribal Government that provides a variety of member services, including cultural and language preservation; health care (behavioral, dental, medical, and public health outreach); preschool and postsecondary educational assistance; social services to children, elders, low-

income families, and other Tribal members; housing (improvement, ownership, and low-income rentals), childcare, community and economic development, natural resource and environmental protection, and public facilities and physical infrastructure development. Based on its demonstrated capacity to manage multiple grants and contracts with consistently favorable audits, the Karuk Tribe earned self-governance status under the provisions of the Indian Self-Determination Act in 1996. In the fiscal year 2013, the Karuk Tribe managed more than \$27 million in federal and state grants and contracts. The Karuk Tribe and Karuk Community Development Corporation have the experience and demonstrated capacity to successfully manage ANA grants, but the piece we are missing in order to promote stable communities is helping youth with an adequate education and producing adults with the ability to fill current and future positions. The *Chimi Nuvûuksahinaa Project* will be administered by the Karuk Community Development Corporation (KCDC). Since the entire ANA-SEDS grant will be treated as a "pass-through" from the Karuk Tribe to the Karuk Community Development Corporation, the KCDC's 20% Indirect Cost Rate will apply instead of the Tribe's higher rate (See attachment D). The Karuk Tribe and KCDC Organizational Charts are provided in Attachment F. Chími Nuvûuksahinaa staff position descriptions and resumes are provided in Attachment G.

**Staffing Plan:** *Laura J. Mayton, CPA, Chief Tribal Financial Officer* since 2002 is responsible for ensuring the financial integrity of the Tribal government fiscal management policies and procedures. Ms. Mayton serves as the Tribe's principal liaison with external agencies, including federal contracting officers and auditors. Ms. Mayton graduated from Humboldt State University in 1985 with a Bachelor of Science in Business Administration.

Sammi Offield, Contract Compliance Specialist since 2013, is responsible for ensuring that all contracts and grants are managed in accordance with specified terms and conditions, as well as Tribal policies and procedures, and Federal Regulations. Ms. Offield prepares and implements requests for grant advances and reimbursements; monitors contracts and grants for compliance with terms and conditions; prepares closeout documents and contract/grant files for annual audits; performs self-monitoring audits for Tribal eligibility-based programs; and develops policies and procedures for compliance purposes.

Karen Derry, KCDC's Operations Manager/Economic Developer, will oversee the management of the grant and ensure that grant guidelines are followed; she will be responsible for procurement, project monitoring, and evaluation of project goals and objectives. Ms. Derry was a member of the Tribal Council for the Karuk Tribe and was previously employed by the Karuk Community Development Corporation before going to the Happy Camp Family Resource Center non-profit (14.5-years). As Director of the Happy Camp Family Resource Center, Ms. Derry was responsible for fiscal oversight, grants/contracts management and compliance, program evaluation, as well as ensuring solvency into the future. Ms. Derry was hired as Economic Developer/Operations Manager of KCDC in September of 2014 and is responsible for the Karuk Tribe Head Start program operating two sites, a for profit business, two community computer centers, and fiscal oversight of the Karuk Tribe fire crew.

**Deanna Miller, KCDC's Chief Finance Officer,** ensures compliance and fiscal accountability of grants managed by the Karuk Community Development Corporation. Ms. Miller is responsible for the day to day financial management of the corporation, financial planning, budgeting, accounting, reporting and other grant, contract and enterprise financial management. Ms. Miller

is responsible for implementing internal controls in relation to finance, accounting and grant/contract management. Ms. Miller is also responsible for providing all relevant financial data to the Board and OM/ED upon request. With 15 years' experience in governmental accounting and over 30 years in the accounting field, Ms. Miller is an asset to the Karuk Tribe financial team.

Ms. Bari Talley, currently a Karuk Workforce Development Trainer will be working full time as a Student Services Coordinator at the Orleans Computer Center, assisting students who live in Orleans and attend Happy Camp High School. Ms. Talley will supervise the part-time workforce development coordinator. Ms. Talley is a graduate of Evergreen State College in Olympia, Washington, and has been a Student Services Coordinator for the Community Computer Distance Learning Center in Orleans since 2006.

Amount of Leveraged Resources. As noted in the Tribal resolution the Tribe will provide a 20% match. The non-federal match for the project totals \$93,566 per year from three different sources: the College of the Siskiyous, and Orleans Community Computer Center and the Happy Camp High School a total of \$187,132 over the 24-month project period—as "leveraged resources." We also expect that community partners will provide additional cash and in-kind contributions to the proposed project and its beneficiaries; however, we have not attempted to estimate those resources in this application.

Number of Partnerships Formed. The Chími Nuvûuksahinaa Project has formed, and will maintain, strategic alliances with 7 partners, listed below.

• *Karuk Tribe Education Program* (provides cash assistance for higher education and vocational training)

- *Karuk Tribe Low-Income Assistance Program* (provides cash assistance for participants in the Skills, Work, and Educational Enhancement Program
- Karuk Tribe Temporary Assistance to Needy Families (TANF) Program (provides cash assistance for unemployed/underemployed Tribal members pursuing job training/education-GED and employment)
- Dion Wood, Director, *Karuk Tribal Employment Rights Office* (provides job counseling and placement services, including limited outfitting for work)
- Alan Dyar, Principal, Happy Camp High School (provides facilities, operational support, and limited technology support for the Happy Camp Community Computer/Distance Learning Center)
- Ed Stokes, Principal, *Siskiyou Adult School* (provides basic education and tutoring for participants who are pursuing high school GEDs)
- Nancy Shepard, Distance Learning Telecommunications Specialist, College of the
   Siskiyous (develops distance learning class schedules and coordinates COS' live-feed videoconference courses and evening instructional/proctor support to remote rural communities, including Happy Camp.

### Chími Nuvûuksahinaa Staff Funding Plan

Position Title	Responsibilities	ANA	ANA	Tribal
		Direct	Indirect	Indirect
Karuk Chief Finance	Financial			
Officer	Oversight			X
Contract Compliance				
Specialist	Grant Compliance			X
I	Compilation	l		1 1 1

KCDC OM/Economic Developer	Grant Project Supervision Management		X	
Workforce Coordinator (1.5 full-time)	Project Activities and Coordination	X	·	
Student Services Coordinators (2 full-time)	Project Activities and Coordination	X		

## Geographic Location

The Karuk Service Area is within the extremely remote, heavily forested and steeply mountainous region of northern California. The *Chimi Nuvûuksahinaa* project will serve the mid-Klamath River region; centralized in the community of Happy Camp (Siskiyou County, pop. 1,190; 39.2% American Indian/Alaska Native), and 40 miles to the south in Orleans (Humboldt County, pop. 605; 39.2% American Indian/Alaska Native).

Project Title: Chími Nuvûuksahinaa (Let's Have A Work Contest)

Project Goal: To improve test scores and graduation rates of native youth; through tutoring and mentorship and to develop a qualified labor force to meet the future needs of the Tribe.

Project Year: 1

Objective # 1: By the end of 24 months, 30 (33%) Karuk students, grades 6-12 will enroll and participate in competency-based	ades 6-12 will enr	oll and participa	ate in compe	tency-based
Khan Academy challenges and afterschool activities at the Karuk Learning Centers.	arning Centers.	•	•	•
Problem Statement: Geographic isolation and chronic substance abuse				
is contributing to a number of external and internal factors, resulting in				
rates 50% of their peers on STAR tests.				
Results Expected: Students will be prepared to perform at rates inline	Criteria for Evaluating: Pre and post test, STAR test	uating: Pre and	post test, STA	AR test
or above their peers. Increased high school graduation rates.	results, Academic performance and results of Kahn	performance and	d results of Ka	ahn
	Academy participation.	ation.		
Benefits Expected: Less dependence on government assistance,	Criteria for Evaluating: High school graduations rates,	uating: High sch	nool graduatic	ons rates,
decrease poverty and substance abuse.	Number of students entering post-secondary education.	ts entering post-s	secondary edu	scation.
Activities	Position(s) Performing the	forming the	Time	Time Period
	Activity	ity	p/mm	mm/dd/year
	Lead	Other	Begin	End
		Support		
1. Recruit, screen, interview, hire, train and orient staff; staff will	Human	TERO,	Sept. 2015	Oct. 2015
be oriented and trained in participant recruitment and records	Resources,	KCDC Board,		
management.	Operations	Karuk Tribal		
	Manager (OM)	Council		
2. Attend ANA Post Award training	OM, Chief	KCDC Board	Sept. 2015	Oct. 2015
	Finance Officer			
3. Recruit at least 15 participants, provide academic assessments,	Student	OM, School	Oct. 2015	June 2016
and assist with career counseling and academic advising.	Services	Staff,		
	Coordinator	Education		
		Coordinator		

4	Students of all grades (beginning primarily in 6 <sup>th</sup> grade) will participate in afterschool mentoring. Student services coordinator will begin career assessment and career exploration as a tool for early college exploration.	Student Services Coordinator	Education Coordinator, School Staff, Parents	Oct. 2015	June 2016
<i>ب</i> ې	Provide career counseling and college preparatory course planning. Continue tutoring/mentoring and coordination with schools and other community-based sources.	Student Services Coordinator	School staff, Parents, Education Coordinator	Jan. 2016	June 2016
.9	Provide competency-based challenges and incentives to youth through Khan Academy	Student Services Coordinator	School staff, parents	Oct. 2015	Sept. 2016
7.	Assess academic achievement by subject matter area. Coordinate remediation and tutorial assistance based on academic performance of students.	Student Services Coordinator	School staff, parents,	Oct. 2015	Nov. 2015
8.	Develop Individualized Education Plans (IEPs) for all American Indian students attending and entering high school.	Student Services Coordinator	School staff, parents, Education Coord.	Oct. 2015	Dec. 2015
6	Submit bi-annual report	OM, CFO	Compliance, Student Services Coordinator	Jan 2016	Feb. 2016
10	10. Identify, inform, and assist high-achieving high school students in accessing Advanced Placement courses through local community colleges, including classroom, online, and Video conferenced courses at Community Computer Centers and local community colleges.	Student Services Coord./ Workforce Develop. Coord.	COS staff, OM, High School Staff. Education Coordinator	Dec. 2015	June 2016

11. Schedule and assist high school students in preparing for "gate	Student	College	Oct. 2015	June 2016
keeping" college entrance exams, including ACT, PSAT, SAT	Services	Option staff,		
and community college English/math placement tests.	Coordinator	School staff,		
		Education		
		Coord		
12. Monitor participants' progress and follow-up with each student	Student	Education	Sept. 2015	June 2016
quarterly.	Services	Coordinator,		
	Coordinator	OM, College		
		Options,		
		School staff		
13. Establish Coding Clubs, Game and Movie Nights, also used as	Student	OM, School	Oct. 2015	Sept. 2016
incentives for participating in Khan Academy.	Services	Staff,		1
	Coordinator	Volunteers		
14. Recruit Year 2 participants	Student	Education	June 2016	Sept. 2016
	Services	Coordinator,		
	Coordinator	OM, College		
		Options,		
		School staff		
15. Prepare annual ANA report	OM, CFO	Compliance,	Aug. 2016	Sept. 2016
		Student		
		Services		
		Coordinator		

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Project Title: Chími Nuvûuksahinaa (Let's Have A Work Contest)

Project Year: 1

Project Goal: To improve test scores and graduation rates of native youth; through tutoring and mentorship and to develop a qualified labor force to meet the future needs of the Tribe.

Objective # 2: By the end of 24 months, 10 teachers will be supported to learn how to use Khan Academy to provide individualized competency-based lessons for student in their classrooms.

the Teacher's Nights about what is working and challenges Criteria for Evaluating: Pre and post survey. Notes from Problem Statement: Geographic isolation and chronic substance abuse Results Expected: Teachers will be more skilled and comfortable with is contributing to a number of external and internal factors, resulting in using Khan Academy in the classroom. They will find their own best 27% of adults without high school diplomas and youth performing at rates 50% of their peers on STAR tests.

experienced when tusing Khan Academy in the classroom.

uses and share their experience amongst their colleagues.

<b>Benetits Expected:</b> Student deficiencies will be addressed early on,	Criteria for Evaluating: Monitoring how much Khan	<b>luating:</b> Monitor	onm wod gui.	ı Khan
Khan academy will be used inside and outside of the classroom to	Academy is used	Academy is used in the classrooms and for what subjects.	s and for wha	t subjects.
maximize impact				
Activities	Position(s) Performing the	rforming the	Time	Time Period
	Activity	vity	p/mm	mm/dd/year
	Lead	Other	Begin	End
		Support		
1. Recruit, screen, interview, hire, train and orient staff; staff will	Human	TERO,	Sept. 2015 Oct. 2015	Oct. 2015
he oriented and trained in participant recruitment and records	Resources	KCDC Board		

be oriented and trained in participant recruitment and records	Resources,	KCDC Board,		
1	Operations	Karuk Tribal		
	Manager (OM)	Council		
2. Attend ANA Post Award training	OM, Chief	KCDC Board Sept. 2015 Oct. 2015	Sept. 2015	Oct. 2015
	Finance Officer			
3. Recruit at least 5 teachers to participate in teachers nights and	Student	Principals,	Oct. 2015 June 2016	June 2016
use Khan Academy in classroom.	Services	Education		

	Coordinator	Coordinators,		
		School Staff, Parents		
4. Schedule Teachers Nights quarterly and invite local teachers	Student	Education	Oct. 2015	June 2016
	Services	Coordinator,		
	Coordinator	School Staff,		
		Parents		
5. Submit bi-annual report	OM, CFO	Student	Jan 2016	Feb. 2016
		Services		
		Coordinator		
6. Recruit Year 2 participating teachers	Student	Education	June 2016	Sept. 2016
	Services	Coordinator,		ı
	Coordinator	OM, College		
		Options,		
		School staff		
7. Prepare annual ANA report	OM, CFO	Compliance,	Aug. 2016	Sept. 2016
		Student		
		Services		
		Coordinator		

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Project Title: Chími Nuvûuksahinaa ("Let's Have A Work Contest")

Project Goal: To improve test scores and graduation rates of native youth; through tutoring and mentorship and to develop a qualified labor force to meet the future needs of the Tribe.

Project Year: 1

Fro ect Tear: 1				
Objective #3: By the end of 24 months, 80 (30%) of 100 Karuk who live within the ancestral territory will have received a	live within the and	estral territory	will have rec	eived a
high school diploma or necessary job training to be prepared to meet the demands of future employment needs.	t the demands of f	uture employme	ent needs.	
Problem Statement: Geographic isolation and chronic substance abuse				
is contributing to a number of external and internal factors, resulting in				
27% of adults without high school diplomas and youth performing at				
rates 50% of their peers on STAR tests.				
Results Expected: Increased employment rates of tribal membership.	Criteria for Evaluating: Tribal enrollment census data,	uating: Tribal er	prollment cens	sus data,
	Staff vacancies,			
Benefits Expected: Decreased unemployment rates and substance	Criteria for Evaluating: Employee applications, Number	luating: Employe	ee application	s, Number
abuse. Decreased dependence on government assistance	of GED exams taken and passed.	ken and passed.		
Activities	Position(s) Performing the	forming the	Time Period	eriod
	Activity	ity	mm/dd/year	l/year
	Lead	Other	Begin	End
		Support		
1. Recruit, screen, interview, hire, train and orient staff; staff will		TERO,	Sept. 2015	Oct. 2015
be oriented and trained in participant recruitment, records	Resources	KCDC Board,		
management and job development.	(HR),	Karuk Tribal		
	Operations	Council		
	Manager (OM)			
2. Attend ANA Post Award training.	OM/Chief	KCDC Board,	Sept. 2015	Oct. 2015
	Finance Officer	Compliance		
3. Recruit at least 50 participants, assess client and conduct intake	Workforce	OM, TERO,	Oct. 2015	Dec.2015
to determine needs, assess barriers to employment. Referral to	Development	TANF, Karuk		
AOD services, Karuk Judicial services if needed.	Coord.	Judicial,		
		Education		

		2015 Sept. 2016	.016 Feb. 2016	2015 June 2016	2015 Sept. 2016	Sept. 2015 Sept. 2016
		Oct. 2015	1, Jan. 2016	lt Oct. 2015	Oct. 2015 1, r	
Coordinator	OM, TERO, TANF, Education Coordinator	OM, KCDC Board, TERO, CFO, STEP (Siskiyou Training and Employment),	KCDC Board, Compliance,	College of the Siskiyous (COS), Adult School, Education Coordinator TERO, TANF	TANF, STEP, COS, TERO, Adult School, Education Coordinator	KCDC, Siskiyou County/STEP,
	Workforce Development Coord	Workforce Development Coord.	OM, CFO, Workforce Development Coordinator	Workforce Development Coordinator/ Student Services Coord.	Workforce Development Coord.	OM, Workforce Coordinator
	4. Support and coordinate with Tribal TANF Program and TERO to provide job related training and workshops assist clients with job searches, resumes and employment applications, letters of inquiry, and interview techniques.	5. Establish and maintain records of activities, classes, and training opportunities occurring at the Computer Center.  Develops and prepares monthly reports for supervisor and KCDC Board.	6. Submit Bi-annual report	7. Assist clients with access to GED or high school diploma opportunities, technical vocational courses, online computer skills, secondary education and distance learning opportunities including applications for admissions and/or financial aid.	8. Identify and coordinate with other supporting workforce entities to help facilitate job opportunities, job related certificates and training, job skills and employability for community members.	9. Network and collaborate with tribal, county, state and federal organizations as well as private businesses that promote

	Sept. 2016	Sept. 2016	Oct. 2016	Oct. 2016
	Sept. 2015	Sept. 2015 Sept. 2016	Sept. 2016 Oct. 2016	Sept. 2016 Oct. 2016
JEDI, TERO, NCIDC, Karuk Tribe, TANF, Karuk Family Services, KCLF	OM, KCDC Board	OM, KCDC Board	KCDC Board	KCDC Board, Compliance
	Workforce Coordinator	Workforce Coordinator	OM, CFO	OM, CFO, Workforce Coord.
employment and self-sufficiency.	10. Monitor progress and follow-up with each participant monthly and ongoing.	11. Recruit year 2 participants.	12. Attend Annual ANA Conference	13. Prepare ANA annual report

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Project Title: Chími Nuvûuksahinaa (Let's Have A Work Contest)

Project Goal: To improve test scores and graduation rates of native youth; through tutoring and mentorship and to develop a qualified labor force to meet the future needs of the Tribe.

Project Year: 2

Objective # 1: By the end of 24 months, 30 (33%) Karnk students, grades 6-12 will enroll and narticinate in competency-based

Objective # 1: By the end of 24 months, 30 (33%) Karuk students, grades 6-12 will enroll and participate in competency-based Khan Academy challenges and afterschool activities at the Karuk Learning Centers.	rades 6-12 will enr earning Centers.	oll and particip	ate in compet	tency-based
<b>Problem Statement:</b> Geographic isolation and chronic substance abuse is contributing to a number of external and internal factors, resulting in				
27% of adults without high school diplomas and youth performing at rates 50% of their peers on STAR tests.				
Results Expected: Students will perform at rates inline or above their	Criteria for Evaluating:	luating:		
peers.	STAR test results, Academic performance, Pre and post	, Academic perfo	ormance, Pre a	and post
	test, Khan results			
Benefits Expected: Less dependence of government assistance,	Criteria for Evaluating: High school graduations rates,	luating: High scl	hool graduatio	ns rates,
increased high school and graduation rates	Number of students entering post-secondary education.	its entering post-	secondary edu	cation.
Activities	Position(s) Performing the	rforming the	Time ]	Time Period
	Activity	/ity	p/mm	mm/dd/year
	Lead	Other	Begin	End
		Support		
1. Recruit at least 15 participants, provide academic assessments,	Student	OM, School	Aug. 2016	June 2017
and assist with career counseling and academic advising.	Services	Staff,		
	Coordinator	Education		
		Coordinator		
2. Student services coordinators will monitor progress and follow-	Student	Parents,	Aug. 2016	Dec. 2016
up with participants and re-evaluate education plans. Monitor	Services	Education		
progress quarterly.	Coordinator	Coordinator,		
		School staff		
3. Students of all grades (beginning primarily in 6 <sup>th</sup> grade) will	Student	Education	Sept. 2016	June 2017

	participate in afterschool mentoring. Student services	Services	Coordinator,		
		Coordinator	School Staff,		
***	as a tool for early college exploration.		Parents		
4	Assess academic achievement by subject matter area.	Student	School staff,	Oct. 2016	Nov. 2016
	Coordinate remediation and tutorial assistance based on	Services	parents,		
	academic performance and student/parent/teacher consultation	Coordinator			
S.	Provide competency-based challenges and incentives to youth	Student	School staff,	Oct. 2016	Sept. 2017
	through Khan Academy	Services	parents		
		Coordinator			
6.	Submit bi-annual report	OM, CFO	Student	Jan 2017	Feb. 2017
-			Services		
			Coordinator		
7.	Provide career counseling and college preparatory course	Student	School staff,	Jan. 2017	June 2017
	planning. Continue tutoring/mentoring and coordination with	Services	Parents,		
	schools and other community-based sources.	Coordinator	Education		
			Coordinator		
×	Identify, inform, and assist high-achieving high school students	Student	COS staff,	Oct. 2016	June 2017
	in accessing Advanced Placement courses through local	Services	OM, High		
	community colleges, including classroom, online, and Video	Coord./	School Staff.		
	conferenced courses at Community Computer Centers and	Workforce	Education		
	College of the Siskiyous.	Develop. Coord.	Coordinator		
9.	Schedule and assist high school students in preparing for "gate	Student	College	Oct. 2016	June 2017
	keeping" college entrance exams, including ACT, PSAT, SAT	Services	Option staff,		
	and community college English/math placement tests.	Coordinator	School staff,		
			Education		
			Coord		
10	10. Monitor participants' progress and follow-up with each student	Student	Education	Aug. 2016	Sept. 2017
	quarterly.	Services	Coordinator,		
		Coordinator	OM, College		

		Options,		
		School staff		
11. Continue Coding Clubs, Game and Movie Nights, identify new	Student	OM, School	Oct. 2016 Sept. 2017	Sept. 2017
incentives for participating Khan Academy.	Services	Staff,		ı
	Coordinator	Volunteers		
12. Prepare annual ANA report and prepare for grant close-out	OM, CFO	Student	Sept. 2017 Oct. 2017	Oct. 2017
		Services		
		Coordinator,		
		Compliance,		
		KCDC Board		

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Project Title: Chími Nuvûuksahinaa (Let's Have A Work Contest)

Project Goal: To improve test scores and graduation rates of native youth; through tutoring and mentorship and to develop a qualified labor force to meet the future needs of the Tribe.

Project Year: 2

Froject Tear: 2				
Objective # 2: By the end of 24 months, 10 teachers will be supported to learn how to use Khan Academy to provide	l to learn how to u	ise Khan Acader	my to provid	e
individualized competency-based lessons for student in their classrooms.	ms.			
Problem Statement: Geographic isolation and chronic substance abuse				
is contributing to a number of external and internal factors, resulting in				
27% of adults without high school diplomas and youth performing at				
rates 50% of their peers on STAR tests.				
Results Expected: Teachers will be more skilled and comfortable with	Criteria for Eva	Criteria for Evaluating: Pre and post survey. Notes from	post survey.	Notes from
using Khan Academy in the classroom. They will find their own best	the Teacher's Nig	the Teacher's Nights about what is working and challenges	s working and	challenges
uses and share their experience amongst their colleagues.	experienced when	experienced when using Khan Academy in the classroom.	idemy in the c	lassroom.
Benefits Expected: Student deficiencies will be addressed early on,	Criteria for Eva	Criteria for Evaluating: Monitoring how much Khan	ing how much	ı Khan
Khan academy will be used inside and outside of the classroom to maximize impact.	Academy is used	Academy is used in the classrooms and for what subjects.	s and for wha	t subjects.
Activities	Position(s) Performing the	rforming the	Time	Time Period
	Activity	vity	p/mm	mm/dd/year
	Lead	Other	Begin	End
		Support		
1. Recruit at least 5 teachers to participate in teachers nights and	Student	Principals,	Aug. 2016	June 2017
use Khan Academy in classroom.	Services	Education		
	Coordinator	Coordinators,		
		School Staff,		
		Parents		
2. Pair up teachers from Year 1 to mentor Year 2 teachers	Student	Principals,	Aug. 2016	June 2017
	Services	Education		
	Coordinator	Coordinators,		

	Aug. 2016 Sept. 2017	-	Feb. 2017			Sept. 2017			Sept. 2017 Oct. 2017			
	Aug. 2016		Jan 2017			Oct. 2016			Sept. 2017			
School Staff, Parents	Education Coordinator, School Staff	Parents	Student	Services	Coordinator	School staff,	parents		Compliance,	Student	Services	Coordinator
	Student Services Coordinator		OM, CFO			Student	Services	Coordinator	OM, CFO			
	3. Schedule Teachers Nights quarterly and invite local teachers		4. Submit bi-annual report			5. Provide on-going support and follow-up with teachers			6. Prepare annual ANA report and prepare for grant close-out			

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Project Title: Chími Nuvûuksahinaa ("Let's Have A Work Contest")

Project Goal: To improve test scores and graduation rates of native youth; through tutoring and mentorship and to develop a qualified labor force to meet the future needs of the Tribe.

Sept. 2016 | Sept. 2017 Sept. 2017 Dec.2016 Criteria for Evaluating: Employee applications, Number End Criteria for Evaluating: Tribal enrollment census data, Objective # 2: By the end of 24 months, 30 (30%) of 100 Karuk who live within the ancestral territory will have received a Time Period mm/dd/year Sept. 2016 Sept. 2016 Begin high school diploma or necessary job training to be prepared to meet the demands of future employment needs. Staff vacancies, Employment rates TANF, Karuk TANF, Karuk of GED exams taken and passed. OM, TERO, OM, TERO, OM, TERO, Coordinator Coordinator Education Education Position(s) Performing the Support Judicial, Judicial, Other **Activity** Development Development Workforce Workforce Workforce Coord. Coord Lead Support on-going services and follow-up of clients from year 1. Problem Statement: Geographic isolation and chronic substance abuse is contributing to a number of external and internal factors, resulting in Recruit at least 15 participants, assess client and conduct intake Support and coordinate with Tribal TANF Program and TERO to determine needs, assess barriers to employment. Referral to Results Expected: Increased employment rates of tribal membership. 27% of adults without high school diplomas and youth performing at Benefits Expected: Decreased unemployment and substance abuse. AOD services, Karuk Judicial services if needed. Activities rates 50% of their peers on STAR tests. Project Year: 2 ω. 7

	Sept. 2017	Feb. 2017	June 2017	Sept. 2017	Sept. 2016
	Sept. 2016	Jan. 2017	Sept. 2016	Oct. 2016	June 2016
TANF, Education Coordinator	OM, KCDC Board, CFO, STEP (Siskiyou Training and Employment),	KCDC Board, Compliance,	College of the Siskiyous (COS), Adult School, Education Coordinator TERO, TANF	TANF, STEP, COS, TERO, Adult School, Education Coordinator	KCLF, JEDI, First Nations
Development Coord	Workforce Development Coord.	OM, CFO, Workforce Development Coordinator	Workforce Development Coordinator/ Student Services Coord.	Workforce Development Coord.	Operations Manager/Econo mic Developer, Workforce Coordinator
to provide job related training and workshops assist clients with job searches, resumes and employment applications, letters of inquiry, and interview techniques.	4. Establishes and maintains records of activities, classes, and training opportunities occurring at the Computer Center.  Develops and prepares monthly reports for supervisor and KCDC Board.	5. Submit Bi-annual report.	6. Assist clients with access to GED or high school diploma opportunities, technical or vocational training courses, online computer skills, secondary education and distance learning opportunities including applications for admissions and/or financial aid.	7. Identify and coordinate with other supporting workforce entities to help facilitate job opportunities, job related certificates and training, job skills and employability for community members.	8. Coordinate with Karuk Community Loan Fund and other financial institutions to provide financial workshops that may include family budgeting, how to manage and maintain checking and savings accounts, establishing credit, and

investing.				
9. Network and collaborate with tribal, county, state and federal organizations as well as private businesses that promote employment and self-sufficiency	Operations Manager/Econo	KCDC, Siskiyou	Sept. 2016	Sept. 2016   Sept. 2017
	Workforce Coordinator	JEDI, TERO, NCIDC, Kamik Tribe		
		TANF, Karuk		
		Family		
		Services, KCLF		
10. Monitor progress and follow-up with each participant monthly	Workforce	OM, KCDC	Sept. 2016	Sept. 2016 Sept. 2017
and ongoing.	Coordinator	Board		
11. Prepare ANA report and prepare for grant close-out	OM, CFO,	KCDC Board,	Sept. 2017	Oct. 2017
	Workforce	Compliance		
	Coord.			

The Paperwork Reduction Act of 1995: Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, gathering and maintaining the data needed, and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB number.

# Line Item Budget- Year 1

	AN	'A-SEDS Grant				
Line Item		Grant		In-kind		TOTAL
PERSONNEL						
Operations Manager					\$	-
Student Services Coordinator					Ċ	85,280.00
(2.0 FTE)	\$	85,280.00			\$	85,280.00
Workforce Development	\$	E2 040 00			\$	53,040.00
Coordinator (1.5 FTE)	Þ	53,040.00	\$	6,000.00	\$	6,000.00
COS Proctor			Ļ	0,000.00	\$	-
Fringe Benefits	\$	43,399.00			\$	43,399.00
Timge benefits	Ψ	10,000			\$	-
Subtotals	\$	181,719.00	\$	6,000.00	\$	187,719.00
TRAVEL						
Travel/Mileage	\$	690.00			\$	684.00
ANA Post Award Training	\$	2,500.00				
ANA Annual Conference	\$	5,000.00			\$	5,000.00
					\$	-
Subtotals	\$	8,190.00	\$	-	\$	8,190.00
EQUIPMENT			_		_	20.615.00
Videoconferencing			\$	20,615.00	\$	20,615.00 20,200.00
Computer Equipment			\$ <b>\$</b>	20,200.00	\$ <b>\$</b>	40,815.00
Subtotals	\$	•	<b>&gt;</b>	40,815.00	٠	40,815.00
SUPPLIES						
Office Supplies	\$	3,000.00			\$	3,000.00
Software & Network	\$	3,500.00			\$	3,500.00
					\$	-
Subtotals	\$	6,500.00	\$	-	\$	6,500.00
OTHER					4	44 442 00
Utilities	\$	1,692.00	\$	42,751.00	\$	44,443.00
					\$	- -
					\$	-
					\$	-
Subtotals	\$	1,692.00	\$	42,751.00	\$	44,443.00
Costs	ڔ	1,002.00	Y	12,731.00	T	
Direct Cost Totals	\$	198,101.00	\$	93,566.00	\$	291,667.00
Indirect Totals @ 20%	\$		ŕ	,	\$	39,620.00
	•	,			\$	
		TOTA	LS			
Direct & Indirect Costs	\$	237,721.00	\$	93,566.00	\$	331,287.00

# Budget Narrative-Year 1

<u>Personnel</u>. The line-item budget shows all project positions by title, time base project commitment, and annual 12-month salary or wage, based on job descriptions provided in Attachment G: The total for personnel salaries in year 1 is 138,320 for 3.5 FTE. Organizational Capacity; 3% cost-of-living adjustments (COLAs) are projected in Year 2.

**Non-Federal Personnel:** College of the Siskiyous Evening Proctor: College employee .25 FTE \$1,500 per quarter in the Happy Camp Distance Learning Center for a total of \$6,000 for year 1. Total for non-federal personnel: \$6,000

Fringe Benefits. Benefits for ANA staff are calculated at (FICA, 6.2%; Medicare, 1.45%; State Unemployment, 6.2%; Worker's Compensation, 8.98%; and Retirement, 5%), plus Health Insurance of \$413.00/month and Dental Insurance of \$44.60 (average cost). Total fringe benefits for year 1: \$30,877.00

<u>Local Travel</u> is budgeted at \$684. Project Director and staff will travel to each Community Computer Center to meet with clients and other staff. 120 miles round trip x .575 per mile x 10 trips. Total local travel is \$690 for year 1.

Non-local Travel is budgeted at \$7,500. \$2,500 has been budgeted for staff to attend the ANA Post Award Training. \$5000 has been budgeted for two staff (the Project Director and Finance Officer) to participate in the ANA Annual Conference.

### Equipment.

**Non Federal Equipment:** Videoconferencing Equipment from College of Siskiyous is \$10,000 for Codec and monitors @ \$8,000, Document camera @ \$1,685, and Printer/Fax Machine @ 1,000 for year 1. Total for year 1: \$20,615.

**Non Federal:** Orleans Community Computer Center-10 computers at \$15,000; I-pad \$400; 1 Laser printer at \$1,100; 1 All-In-One fax/copier/scanner at \$500; software at \$3,000; scanner at \$200. Total non-federal for year 1: \$20,200.

<u>Supplies.</u> In order to maintain our technology related supplies and materials, our supply budget contains funds for general office supplies for all two centers totaling \$3,000 for year 1, approximately \$250 per month. These materials will be used for tutoring GED students; assisting college students-provide paper for printing, toner and ink for word processing, software and network upgrades to maintain equipment (upgrade all computers with Microsoft Office Pro 2007, Educational versions available for \$180 each) and networking upgrades (Center switches, router, cabling, etc.) that need to be replaced to keep with current technology totaling \$3,500 for year 1, approximately \$292 per month.

## **OTHER:**

**Non Federal: Siskiyou Technology Contract:** Total for services below \$7,200. This provides for network administration, implementation and support of LAN/WAN, peripheral devices and infrastructure, school network upgrades, and plan for future growth of respective school LANS/WAN and administering network policies and security.

<u>Utilities</u> For year 1 the utilities include landline telephones and fax at \$1,092 per year, and alarm systems through California Safety Company for both computer centers and distance learning center at \$50 per month or \$600 per year. The total budgeted utilities for year 1 are \$1,692.

### Non Federal:

**Rent:** Orleans Community Computer Center rent is \$500 per month totaling \$6,000 per year 1, Happy Camp Computer Center and Distance Learning Classroom rent (two very large facilities) is \$1,911 per month totaling \$22,932 per year 1, located on the Happy Camp High School campus.

**Repairs & Maintenance:** Happy Camp High School (HCHS) maintenance for building and facilities repair is provided by HCHS and the Computer Center in-kind portion of that salary is \$656 per month totaling \$7,872 per year.

Utilities Operations (heating, electricity, water, sewage and garbage): Happy Camp High School provides Happy Camp Community Computer Center and Distance Learning Classroom with utilities for \$5,947 per year.

<u>Indirect Cost</u> Based on the federally approved indirect cost of 20% the, indirect costs will total: \$37,116.

# Line Item Budget- Year 2

line item	AN	'A-SEDS Grant		In-kind		TOTAL
PERSONNEL		****		<i>''</i> 0		
Student Services Coordinator					\$	-
(2.0 FTE) Workforce Development	\$	87,838.00			\$	87,838.00
Coordinator (1.5 FTE)	\$	54,631.00			\$	54,631.00
COS Proctor			\$	6,000.00	\$ \$	6,000.00
Fringe Benefits	\$	44,003.00			\$	44,003.00
Subtotals	Ś	186,472.00	\$	6,000.00	\$ \$	- 192,472.00
TRAVEL			•			684.00
Travel/Mileage  ANA Annual Conference	\$ \$	684.00 5,000.00			\$ \$	5,000.00
32.5c.10	بن	F C04.00	¢		\$ \$ \$	- 5,684.00
Subtotals EQUIPMENT	\$	5,684.00	Ģ	_	ļ	3,004.00
Videoconferencing Computer Equipment			\$ \$	20,615.00 20,200.00	\$ \$	20,615.00 20,200.00
Subtotals	\$	_	ب \$	44,815.00	\$	44,815.00
SUPPLIES						
Office Supplies	\$	3,000.00			\$	3,000.00
Software & Network	\$	3,500.00			\$ \$	3,500.00 -
Subtotals	\$	6,500.00	\$	-	\$	6,500.00
OTHER Utilities	\$	1,692.00	\$	42,751.00	\$	42,751.00
					\$ \$	-
Subtotals	\$	1,692.00	Ś	42,751.00	\$ \$	- 42,751.00
Costs	_					
Direct Cost Totals Indirect Totals @ 20%	\$ \$	200,348.00 40,070.00	\$	93,566.00	\$ \$	293,914.00 40,070.00
	7	,,=:======			\$ \$ \$	-
		TOTA	\LS		\$	-
Direct & Indirect Costs	\$	240,418.00	\$	93,566.00	\$	333,984.00

# Budget Narrative-Year 2

<u>Personnel</u>. The line-item budget shows all project positions by title, time base project commitment, and annual 12-month salary or wage, based on job descriptions provided in Attachment G. The total for personnel salaries in year 2 is 142,469 for 3.5 FTE. Organizational Capacity; 3% cost-of-living adjustments (COLAs) are included in Year 2.

**Non-Federal Personnel:** College of the Siskiyous Evening Proctor: College employee .25 FTE \$1,500 per quarter in the Happy Camp Distance Learning Center for a total of \$6,000 for year 2 Total for non-federal personnel: \$6,000

<u>Fringe Benefits</u>. Benefits for ANA staff are calculated at (FICA, 6.2%; Medicare, 1.45%; State Unemployment, 6.2%; Worker's Compensation, 8.98%; and Retirement, 5%), plus Health Insurance of \$413.00/month and Dental Insurance of \$44.60 (average cost).

Total fringe benefits for year 2: \$44,003

<u>Local Travel</u> is budgeted at \$690. Project Director and staff will travel to each Community Computer Center to meet with clients and other staff. 120 miles round trip x .575 per mile x 10 trips. Total local travel is \$690 for year 2.

Non-local Travel is budgeted at \$5000 has been budgeted for two staff (the Project Director and Finance Officer) to participate in the ANA Annual Conference.

### Equipment.

**Non Federal Equipment:** Videoconferencing Equipment from College of Siskiyous is \$10,000 for Codec and monitors @ \$8,000, Document camera @ \$1,685, and Printer/Fax Machine @ 1,000 for year 1. Total for year 1: \$20,615.

**Non Federal:** Orleans Community Computer Center-10 computers at \$15,000; I-pad \$400; 1 Laser printer at \$1,100; 1 All-In-One fax/copier/scanner at \$500; software at \$3,000; scanner at \$200. Total non-federal for year 1: \$20,200.

<u>Supplies</u>. In order to maintain our technology related supplies and materials, our supplies budget contains funds for general office supplies for all two centers totaling \$3,000 for year 2, approximately \$250 per month. Necessary software upgrades and networking upgrades (upgrade all computers with Microsoft Office Pro 2007, Educational versions available for \$180 each) and networking upgrades (Center switches, router, cabling, etc.) that need to be replaced to keep with current technology totaling \$3,500 for year 2, approximately \$292 per month. Total supplies for year 2 = \$6,500.

### **OTHER:**

**Non Federal: Siskiyou Technology Contract:** Total for services below \$7,200. This provides for network administration, implementation and support of LAN/WAN, peripheral devices and

infrastructure, school network upgrades, and plan for future growth of respective school LANS/WAN and administering network policies and security.

<u>Utilities</u> For year 2 the utilities include landline telephones and fax at \$1,092 per year, and alarm systems through California Safety Company for both computer centers and distance learning center at \$50 per month or \$600 per year. The total budgeted utilities for year 2 are \$1,692.

### Non Federal:

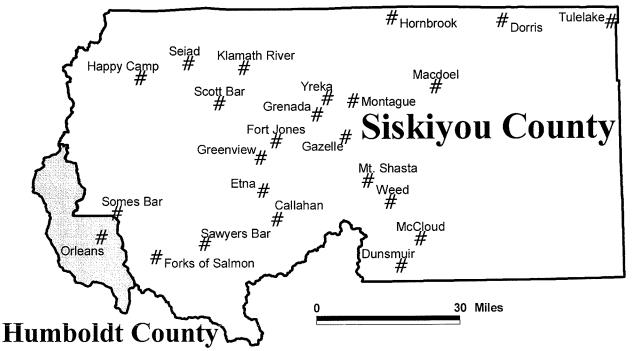
**Rent:** Orleans Community Computer Center rent is \$500 per month totaling \$6,000 per year 2, Happy Camp Computer Center and Distance Learning Classroom rent (two very large facilities) is \$1,911 per month totaling \$22,932 per year 2, located on the Happy Camp High School campus.

**Repairs & Maintenance:** Happy Camp High School (HCHS) maintenance for building and facilities repair is provided by HCHS and the Computer Center in-kind portion of that salary is \$656 per month totaling \$7,872 per year.

Utilities Operations (heating, electricity, water, sewage and garbage): Happy Camp High School provides Happy Camp Community Computer Center and Distance Learning Classroom with utilities for \$5,947 per year.

<u>Indirect Cost</u> Based on the federally approved indirect cost of 20% the, indirect costs will total: \$40,070.

# Karuk Tribe of California's "Near Reservation" Service Area

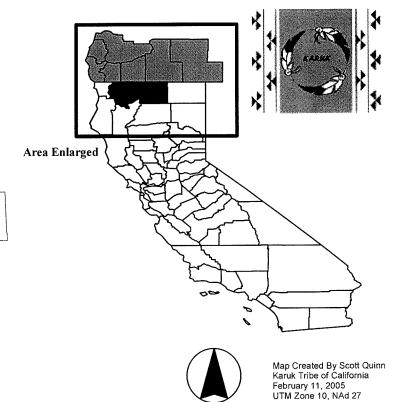


The Karuk Tribe of California's Service Area was Designated by the Bureau of Indian Affairs

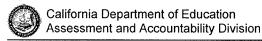
Federal Registerr, Vol. 65, No. 95 Tuesday, May 16, 2000 Tribe: Karuk Tribe of California "Near Reservation" locations: "The counties of Siskiyou, northeastern Humboldt from State Highway 96 milepost HUM 28.61 north to the Siskiyou County Line in the State



Total Service Area - 4,264,880 Acres



## Attachment B



Return to Test Results Search

Print Report

## 2013 STAR Test Results

## Siskiyou County

### American Indian or Alaska Native - California Standards Test Scores

County Name: Siskiyou County

District Name: ---School Name: ----

CDS Code: 47-00000-0000000

Total Enrollment on First Day of Testing: 4,426

Total Number Tested: 4,391

Total Number Tested in Selected Subgroup: 262

Note: The first row in each table contains numbers 2 through 11 which represent grades two through eleven respectively. EOC stands for end-of-course.

An asterisk (\*) appears on the Internet reports to protect student privacy when 10 or fewer students had valid test scores.

### Reported Enrollment

Result Type	2	3	4	5	6	7	8	9	10	11	EOC
Reported Enrollment	446	420	429	411	422	447	470	8 :		470	

**CST English-Language Arts** 

Result Type	2	3	4	5	6	7	8	9	10	11	EOC
Students Tested	28	16	21	21	23	19	18	33	20	30	
% of Enrollment	6.3 %	3.8 %	4.9 %	5.1 %	5.5 %	4.3 %	3.8 %	6.7 %	4.8 %	6.4 %	
Students with Scores	28	16	21	21	23	19	18	33	20	30	
Mean Scale Score	341.3	322.1	347.0	326.0	351.4	333.1	340.2	340.7	343.1	303.0	
% Advanced	11 %	0 %	19 %	10 %	17 %	11 %	6 %	15 %	25 %	3 %	
% Proficient	39 %	31 %	29 %	14 %	43 %	32 %	28 %	30 %	10 %	13 %	
% Basic	25 %	38 %	33 %	38 %	26 %	21 %	67 %	27 %	50 %	37 %	
% Below Basic	25 %	25 %	14 %	33 %	13 %	21 %	0 %	18 %	10 %	23 %	
% Far Below Basic	0 %	6 %	5 %	5 %	0 %	16 %	0 %	9 %	5 %	23 %	

### **CST Mathematics**

Result Type	2	3	4	5	6	7	8	9	10	11	EOC
Students Tested	28	16	22	21	23	18					
% of Enrollment	6.3 %	3.8 %	5.1 %	5.1 %	5.5 %	4.0 %					
Students with Scores	28	15	22	21	23	18					
Mean Scale Score	359.2	373.4	382.5	325.4	376.2	337.8					
% Advanced	14 %	33 %	45 %	5 %	17 %	11 %					
% Proficient	43 %	20 %	18 %	29 %	43 %	28 %					
% Basic	21 %	33 %	27 %	19 %	35 %	33 %					
% Below Basic	18 %	13 %	9 %	33 %	4 %	22 %					
% Far Below Basic	4 %	0 %	0 %	14 %	0 %	6 %	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				

Result Type	2	3	4	5	6	7	8	9	10	11	EOC
Students Tested	i i			/*************************************			11	13			2
% of Enrollment		**************************************		34.40.00.00.00.00.00.00.00.00.00.00.00.00			2.3 %	2.7 %			
Students with Scores		***************************************					11	13			2
Mean Scale Score							344.6	316.8			330.
% Advanced							18 %	0 %			8 9
% Proficient			<u> </u>				36 %	23 %			29 9
% Basic		<del>}</del>					18 %	15 %			17 9
% Below Basic		Section of the sectio					18 %	38 %			29 9
% Far Below Basic			ĺ	***************************************		T	9 %	23 %			17 9

Result Type	2	3	4	5	6	7	8	9	10	11	EOC
Students Tested		***************************************		***************************************	1	\$*************************************	10	16	6	3	35
% of Enrollment				***************************************		<u> </u>	2.1 %	3.3 %	1.4 %	0.6 %	
Students with Scores				***************************************	ĺ	Ì	10	16	6	3	35
Mean Scale Score	***************************************						*	321.1	*	*	335.6
% Advanced				***************************************			*	0 %	*	*	6 %
% Proficient	***************************************	***************************************		***************************************			*	44 %	*	*	31 %
% Basic		***************************************		***************************************	<u> </u>	·	*	19 %	*	*	26 %
% Below Basic						1	*	19 %	*	*	17 %
% Far Below Basic		-	<b></b>	***************************************	<u> </u>	•	*	19 %	*	*	20 %

Result Type	2	3	4	5	6	7	8	9	10	11	EOC
Students Tested				V				1	1		***************************************
% of Enrollment		-						0.2 %	0.2 %		
Students with Scores								1	1		
Mean Scale Score								*	*		
% Advanced								*	*		
% Proficient								*	*		
% Basic								*	*		
% Below Basic								*	*	,	<u> </u>
% Far Below Basic								*	*		

Result Type	2	3	4	5	6	7	8	9	10	11	EOC
Students Tested								2	5	8	15
% of Enrollment								0.4 %	1.2 %	1.7 %	
Students with Scores		<u> </u>		**************************************			) <del></del>	2	5	8	15
Mean Scale Score		\$2000000000000000000000000000000000000	<u> </u>		ON THE PROPERTY OF THE PROPERT		**************************************	*	*	*	314.8
% Advanced			<u></u>	\$		\$/		•	*	*	7 %
% Proficient	TOO	\$ 000 CO		Opening and a service of	t paper ann ann ann ann ann ann ann ann ann an			*	*	*	7 %
% Basic		<b></b>	<u> </u>		<u></u>			*	*	*	33 %
% Below Basic		\$	<u> </u>	<u> </u>	\$1000000000000000000000000000000000000			*	*	*	47 %
% Far Below Basic			(	( <u> </u>		<u> </u>		*	*	*	7 %

Result Type	2	3	4	5	6	7	8	9	10	11	EOC
Students Tested									1		
% of Enrollment									0.2 %		
Students with Scores			\$						1		

Mean Scale Score	1		l			L		<u> </u>	<b>.</b>
% Advanced					*			*	*
% Proficient								*	
% Basic								*	*
% Below Basic		ĺ			ĺ		Ĭ	*	*
% Far Below Basic								*	*

CST Algebra II

Result Type	2	3	4	5	6	7	8	9	10	11	EOC
Students Tested									1	6	
% of Enrollment									0.2 %	1.3 %	
Students with Scores		***************************************	<u> </u>						1	6	
Mean Scale Score		***************************************	<u> </u>						*	*	
% Advanced		***************************************							*	*	
% Proficient									*	*	
% Basic	***************************************	Sandarina Proposition Control							*	*	
% Below Basic		y colorano con de menor de l'estrette con							*	*	
% Far Below Basic				Samuelane con construction of the contract of		<u> </u>	1		*	*	

**CST Summative High School Mathematics** 

Result Type	2	3	4	5	6	7	8	9	10	11	EOC
Students Tested		Ì								1	
% of Enrollment										0.2 %	
Students with Scores										1	
Mean Scale Score		<u> </u>	1		(					*	
% Advanced										*	
% Proficient		<u> </u>		**************************************						*	
% Basic										*	
% Below Basic										*	
% Far Below Basic										*	

CST History - Social Science Grade 8

Result Type	2	3	4	5	6	7	8	9	10	11	EOC
Students Tested							20				
% of Enrollment							4.3 %				
Students with Scores							20				
Mean Scale Score							333.8				
% Advanced							10 %				
% Proficient							25 %				
% Basic							35 %				
% Below Basic							20 %				
% Far Below Basic				San Salaban Language Control of C			10 %				

**CST World History** 

Result Type	2	3	4	5	6	7	8	9	10	11	EOC
Students Tested		\ <u>\</u>						1	20	1	22
% of Enrollment		<i></i>				~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	<u> </u>	0.2 %	4.8 %	0.2 %	
Students with Scores	***************************************	Quantum memmenen	Ananimanna ann ann ann ann ann ann ann ann an	CONTRACTOR OF THE CONTRACTOR O		10000000000000000000000000000000000000			20		20
Mean Scale Score						**************************************		*	314.7	*	314.7
% Advanced		<u> </u>				,		*	10 %	*	10 %
% Proficient	******					<b>)</b>		*	15 %	*	15 %
% Basic					Salar mere da distractiva mere en entration	***************************************		*	30 %	*	30 %
% Below Basic				***************************************	***************************************	2000 AND		*	5 %	*	5 %
% Far Below Basic	***************************************		openionement and an exercise		***************************************	***************************************		*	40 %	*	40 %

		_			
CST	и	S	н	iet	nn

Result Type	2	3	4	5	6	7	8	9	10	11	EOC
Students Tested										31	
% of Enrollment	***************************************	***************************************	<u> </u>	<u> </u>				<u> </u>		6.6 %	*******************
Students with Scores		***************************************	1	<u> </u>		**************************************		Ĭ		31	***************************************
Mean Scale Score										297.9	
% Advanced				Ì						6 %	
% Proficient										16 %	and and an arrange
% Basic				Î		***************************************				16 %	
% Below Basic						***************************************		<u> </u>		23 %	
% Far Below Basic		, , , , , , , , , , , , , , , , , , ,	1			,				39 %	

### CST Science - Grade 5, Grade 8, and Grade 10 Life Science

Result Type	2	3	4	5	6	7	8	9	10	11	EOC
Students Tested			Ì	21		***************************************	17		20		
% of Enrollment		SCHOOLSKIER MATERIA STATE		5.1 %		), construction of the second contraction	3.6 %		4.8 %		
Students with Scores		**************************************		21		>	17		20	***************************************	
Mean Scale Score				303.7			382.5		345.4		
% Advanced				5 %		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	18 %		15 %		
% Proficient				10 %		***************************************	53 %	***************************************	25 %	OLDER DE LA CONTROL DE LA CONT	
% Basic		201-100000-0000-000000-000-000-000-000-0		38 %	•••••••	***************************************	24 %	Name of the Party	30 %	041//04180004/RC44/C8434/04888	1
% Below Basic		***************************************		10 %		***************************************	6 %	*****************	10 %	#C####################################	1
% Far Below Basic		***************************************		38 %		***************************************	0 %	*******************	20 %	***************************************	

## **CST Biology**

Result Type	2	3	4	5	6	7	8	9	10	11	EOC
Students Tested									14	2	16
% of Enrollment									3.3 %	0.4 %	
Students with Scores									14	2	16
Mean Scale Score									353.2	*	348.5
% Advanced									14 %	*	13 %
% Proficient									29 %	*	31 %
% Basic									43 %	*	38 %
% Below Basic									7 %	*	13 %
% Far Below Basic									7 %	*	6 %

### **CST Chemistry**

Result Type	2	3	4	5	6	7	8	9	10	11	EOC
Students Tested									1	10	11
% of Enrollment		*	Canada ano, erry a constante e directorio						0.2 %	2.1 %	
Students with Scores									1	10	11
Mean Scale Score									*	*	327.1
% Advanced									*	*	9 %
% Proficient			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			•	*	18 %
% Basic						OTTORIO DE LA COLORADA DEL COLORADA DEL COLORADA DE LA COLORADA DE			*	*	36 %
% Below Basic		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	***************************************	**************************************		, <u>, , , , , , , , , , , , , , , , , , </u>		***************************************	*	*	36 %
% Far Below Basic		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		, , , , , , , , , , , , , , , , , , ,		)			*	*	0 %

### **CST Earth Science**

Result Type	2	3	4	5	6	7	8	9	10	11	EOC
Students Tested								11		1	12
% of Enrollment								2.2 %		0.2 %	

Students with Scores					11	1	12
Mean Scale Score					329.4	*	330.5
% Advanced					0 %	*	0 %
% Proficient		**************************************			27 %	*	25 %
% Basic					45 %	*	50 %
% Below Basic					27 %	*	25 %
% Far Below Basic					0 %	*	0 %

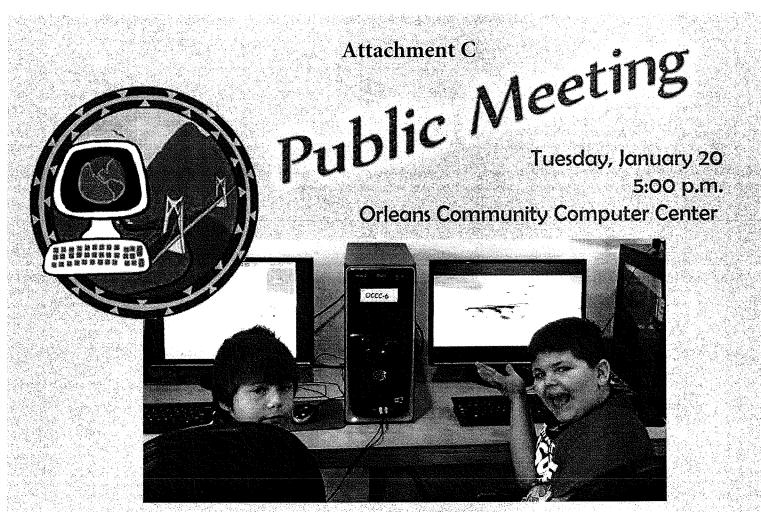
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Print Report

California Department of Education

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What programs and services are most important to continue and/or develop at our Community Computer Center?

Your input is needed for planning and funding applications.

Contact Bari Talley for more information btalley@karuk.us
627-3081

Panamnik Center 459 Asip Road, Orleans + for additional community discussion, we will also present some short films about GMO's (Genetically Modified Organisms)

# Third Thursday Café Presents: After School Garden Project Fund Raising Dinner

Thursday, January 15, 2015!!!

Tag on! Community
Community Computer
Center @ Orleans will be
collecting information
about what services you
would like to see continue
and/or develop for
planning and funding
opportunities!

6PM



Menu

Baked Salmon, Tri-tip, Rice Pilaf, Garden Salad, Bread Vegetarian option

Cabot Winery tasting and wine sales, by the glass, bottle, or the case.

Beer & Wine

Suggested donation—\$12 Adults

For more information contact: MKWC-Grant (530) 627-3202









# KTJUSD ~ ORLEANS ELEMENTARY SCHOOL P.O. Box 130 Orleans, Ca. 95556 (530) 627-3242 ext. 2,3,1 (530) 627-3233 fax

Matt Malkus, River Schools Principal

February 12, 2015

Administration for Native Americans 370 L'Enfant Promenade Mail Stop: Aerospace 2-West Washington, D.C. 20447

panthers

Re: Chími Nuvûuksahinaa (Let's have a work contest!)

To whom it may concern:

It is my pleasure to write a letter in support of the <u>Chími Nuvûuksahinaa (Let's have a work contest!)</u> Project proposal being submitted by the Karuk Community Development Corporation.

The teachers and staff have worked closely with the Karuk Tribal Computer Center for many years in an effort to stay up to speed with the larger educational community.

It is clear that we must be creative and collaborative if we as educators are going to help our students catch up to the top performing schools in California. We are excited by the opportunities the Khan Academy challenges can bring to help change our students' mindset to one of learning and hope.

The additional classroom time at the computer centers will greatly increase our students' access to this beneficial technology. Afterschool learning clubs, career nights and social networking will benefit the youth in our community as well as help them understand the importance of this technology. Having support in this learning environment is crucial to student success.

In conclusion, I fully support the efforts of the Karuk Community Development Corporation as they seek external funding to support a program designed to enhance student learning. Any programs that can help our students make the "shift" from paper to technology will benefit our students, campus, and the community at large.

Sincerely,

Aaron Ruiz Principal Orleans Elementary School



#### Orleans Community Computer Center Survey, January 2015

We are gathering information from the community on services you would like to see provided at the Community Computer Center which will most benefit our community. Your participation will help us plan for the future and apply for funding.

	1. Have you made use of the Orleans Community Computer Center in the last 12 mo				ne last 12 months?			
		☐ Yes						
	2.	<ol> <li>If yes, how often do you use the computer center services?</li> <li>Occasionally</li> <li>What services do you most often use at the Center? Check all that apply:</li> <li>Education</li> </ol>						
	3.							
4.		he Center is currently open to the public noon to 6 p.m., Monday through Thursday, and noon to 5 p.m. or and Saturday. Is this sufficient for you?						
		☐ Yes						
		If not, wha	t hours wou	ld you prefer to se	e?			
	5.		Please check the box next to services you would like to have provided at your Center and rate their importance:					
		Essential -	- High 5	Important – 4	Helpful - 3	Okay - 2	Not Necessary – 1 RATING	
		Education						
		□ Online College Classes       5         □ College Readiness       5         □ FAFSA applications (Federal Student Aid Application)       5         □ High School Readiness       5         □ High School Support       5         □ GED preparation and support (General Education Development)       5         □ Adult Education/High School Diploma       5         □ AP Classes (Advanced Placement High School classes)       5         □ Tutoring (what age group(s))?       5       All grades K-8         □ Elementary – technology education and support (through the center)       5						

Job application/resume writing assistance  5     Interview preparedness  5     Unemployment assistance  5     Unemployment assistance  5     Mobile Technology Skills Development       Mobile Technology for adults  5     Advanced computer skills  5     Mobile Technology for adults  5     Advanced computer skills  5     Advanced computer skills  5     Me are considering developing a program to help our elementary school children be prepared for success in high school and beyond.  a. Do you think this is a service our community needs?    Yes
Job application/resume writing assistance  5     Interview preparedness  5     Unemployment assistance  5     Technology Skills Development     Mobile Technology for adults  5     Advanced computer skills  5     6. We are considering developing a program to help our elementary school children be prepared for success in high school and beyond.   a. Do you think this is a service our community needs?     Yes
Technology Skills Development  Mobile Technology for adults Advanced computer skills  Me are considering developing a program to help our elementary school children be prepared for success in high school and beyond.  a. Do you think this is a service our community needs?  Yes Why or why not? Being so rural there are very few resources available to help keep kids in school. A program that assisted in High School readiness would benefit struggling students and those who need to that there is a future available to them.  b. Please rate the following activities and their importance to our youth:  RATING Computer keyboarding skills  RATING
Mobile Technology for adults Advanced computer skills  Me are considering developing a program to help our elementary school children be prepared for success in high school and beyond.  a. Do you think this is a service our community needs?  Why or why not?Being so rural there are very few resources available to help keep kids in school. A program that assisted in High School readiness would benefit struggling students and those who need to that there is a future available to them.  Belase rate the following activities and their importance to our youth:  RATING Computer keyboarding skills  RATING5
Advanced computer skills  Advanced computer skills  Advanced computer skills  Advanced computer skills  Below are considering developing a program to help our elementary school children be prepared for success in high school and beyond.  A Do you think this is a service our community needs?  Being so rural there are very few resources available to help keep kids in school. A program that assisted in High School readiness would benefit struggling students and those who need to that there is a future available to them.  Being so rural there are very few resources available to help keep kids in school. A program that assisted in High School readiness would benefit struggling students and those who need to that there is a future available to them.  Computer keyboarding skills  BATING  Computer keyboarding skills
prepared for success in high school and beyond.  a. Do you think this is a service our community needs?  ☐ Yes ☐  Why or why not?Being so rural there are very few resources available to help keep kids in school. A program that assisted in High School readiness would benefit struggling students and those who need to that there is a future available to them  b. Please rate the following activities and their importance to our youth:  ☐ Computer keyboarding skills  ☐ RATING  ☐ 5
<ul> <li>□ Yes □</li> <li>Why or why not?Being so rural there are very few resources available to help keep kids in school. A program that assisted in High School readiness would benefit struggling students and those who need to that there is a future available to them.</li> <li>b. Please rate the following activities and their importance to our youth:</li> <li>□ Computer keyboarding skills</li> </ul>
RATING  ☐ Computer keyboarding skills  —_5
□ Computer keyboarding skills5
Science and Math computer skills  Social media support for Youth education  Cultural development and language  Career exploration  Advising services  Academic support (tracking, tutoring and mentoring)  College visits  Financial Aid/financial literacy workshops  Support with college applications
7. What other important services should the Center offer for our community?
_It would be nice for kids to have a place just to hang out during non-school hours, on vacations, and summe break. There is really no options for "entertaining" kids after the school day ends and this time is statistically proven to be the most risky time of day for kids. Game nights, social clubs, and community creating activities would all benefit the youth in our community.
8. Any additional comments?

# ## ## ## ## ## ## ## ## ## || [58] Orleans Community Computer Center Survey, January 2015

Ves the titul most benefit our community on services you would like to see provided after Community Computer  Center which will most benefit our community. Your participation will help us plan for the future and apply for funding.  1. Have you made use of the Orleans Community Computer Center in the last 12 months?  2. If yes, how offen do you use the computer center services?  3. Occasionally this this this this this this this this
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Longer hours 9-6 every day

2

Professional Development Skype/videochat

ស ស ស ស	55 5 5 RATING	$\frac{44)}{53355545545555444553534554554555} = \frac{178/38}{4.68} = \frac{4.68}{533555545455} = \frac{153/37}{4.13} = \frac{4.68}{4.13}$ $5455554540555444333435353355445355 = \frac{153/37}{168/38} = \frac{4.16}{4.16}$	$5255554445555545334443545455555 = \frac{155/35}{139/34} = \frac{4.43}{4.1}$ $523555444055453543543545555 = \frac{139/34}{139/34} = \frac{4.43}{4.1}$ $5$ $6$
<ul> <li>Traditional Karuk skills and culture classes</li> <li>A bicycle shop (I can be the mechanic)</li> <li>Support for homeschooling groups</li> <li>Magic shows</li> <li>Drivers, DMV Test</li> <li>Internet/Job Search</li> <li>Video conference</li> <li>This town needs them all</li> <li>I need basic computer class</li> <li>GIS</li> <li>Word</li> <li>Excel</li> </ul>	<ul> <li>Language class (Karuk) (2)</li> <li>Internet/email</li> <li>Distance Learning/Teleconferencing college classe</li> </ul>	Employment/Workforce Development Services         □ Job application/resume       ## ## ## ## ## ## ## ## ## ## ## ## ##	Technology Skills Development  ☐ Mobile Technology for adults ## ## ## ## ##   [31]  • Advanced computer skills ## ## ## ##      [29]  • Special Projects – Photography  • GIS  • Assistance finding free/any apps  • Basic Computer Literacy  • Other tech training like Photoshop, Word, Excel, InDesign

6. We are considering developing a program to help our elementary school children be prepared for success in high school and beyond.

a. Do you think this is a service our community needs?

<u>ම</u> =
° •
□ Yes

- Very much so
- Maybe, depending on your definition of success

## Why or why not?

- Kids need all the help they can get, and it's right here to help
- They need to be able to compete with other students in the rest of the world, not just our small area.
- Education is key success
- All forms of education are needed in any community
- More learning the better
- Online college is my only option, plus cell service
- Access to technology in local homes is limited by poverty and lack of connectivity to internet.
  - Because there is no support outside for GATE students
- It depends on what is taught
- Link to the outside world
- Help kids more
- Don't need computers at that age
- Learning to use technology is essential to higher education
  - It's a different world out there compared to here
- To keep our kids current
- Lack of resources
- Need to start with young kids
- They really need it
- Not getting it in school
- I don't think young children need computer skills. Maybe for high school.
  - Expected in today's job market
- This can only help our kids who live in such a rural community
  - Any program that assists/encourages kids is well needed
- You could always use help at that age, and the housing kids are right there and would so go.
- We need all the help we can give them
- Some (many) DON'T have computer access at home
- We have great kids
  - SO important
- Kids need to be able to progress past just getting by

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dents can be reached and are eager to learn (especially with technology); and if they get behind,	
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Computer keyboarding skills	1.41
<ul> <li>Writing and language skills  </li></ul>	
Especially Karuk ararahih	
•	
34) Science and Math	1.56
35545450543225353544455425455 = 156/39 = 4.0	
Cultural development and language $\frac{1}{1}$	0/40 = 4.5
1 Career exploration	19 = 4.28
<ul> <li>Possibly a talk a month for junior high students by members in our community highlighting a job and what qualifications are needed.</li> </ul>	are needed.
1 Advising services	
1 Academic support (tracking, tutoring and mentoring) ### ### ### ### ### ### ### ### ### #	54555
= 181/39 = 4.64	
EAFFACE AND THE THE THE THE THE TOTAL STATE AND ALCOHOLOGICAL AND	

# 5455454444555545354244525452355515555 = 166/39 = 4.25(30) III III III III III III College visits ## ## ## ## [11] (28) Financial Aid/financial literacy

All are important! Double-checked are not happening much at school (Social Media support for youth education, cultural development and language, advising services, financial aid/financial literacy workshops, support with college applications.

## ## ## ## ## (32)

Support with college applications

 $55545444555545555445455554454555554555 = \overline{176/38} = \overline{4.63}$ 

# 7. What other important services should the Center offer for our community?

- Focus on junior high students for high school readiness, especially because they don't have a real junior high separation and they benefit from special programs focused on their needs.
- like the idea of reliable, consistent tutoring
- Computer repair/maintenance

  - Computer skills for adults Downloading pictures
    - iPod music
- a place for junior high students would be great. I think they'd like something to set them apart. Maybe an after-school club or homework help time, or a tech class or "senior project" type project for them to work on.
  - Weekend workshops for iPad
- Support for the Karuk traditional and decolonization.
- Also, it would be nice to use the space for classes even if they are after hours!

- Personal enrichment
- EMT First Aid -Emergency Preparedness
- Community Building Getting Along to Work Together
- Voice recording
- Video workshops
- Basic skills for adults intro to computers
- Counseling marriage, abuse, drugs, alcohol
- Mentoring Program
- Child care/gameds/literacy programs; i.e.; reading/writing, sign language, family advocacy support (AA/NA Meetings Sun-Sat at night 5-9 p.m. ish
- Leadership
- Self-Esteem
- Reading and Writing comprehension
- Karuk language assistance, classes, online source and development
  - NOT for gaming.
- Geneology Services local families
- The center provides essential components for our community, yet we could use additional resources to support 1) elementarylevel support, (2) parental support, (3) high school and GED completion
- Elementary school visits to the center during the week, with emphasis on project based curriculum using technology (like creating elementary school and would benefit from some special programs like an afterschool lab day that was focused on them-which stories and sharing on the website), as well as a focused component for junior high students, who currently are part of the could include career nights and educational game nights.
  - A social networking project for our local students, which would highlight local student success both college and vocational, could be inspirational and support high school/college and life successes.

# 8. Any additional comments?

- For many children, this is their only opportunity for any of the above services
- After school and weekend programming for students

Name	Contact Info.
Vikki Preston	0 (201) 834-1767
Susan Curam	449-3454
ZACK TAYLUR	469-3287
Kim Holde	541-613-8527
Jesse Myis	530-501-5218
Frin Codell	erinemancorg
Koncad Fisher .	(530)469-3218
Lina Catural	1 man mhuil 1018
BINTHAN .	bting knk.15
Noch Publincon	469-7303
and Morched	530-62721144
L Barry Morehead	536-627-11-114
Yobath Corayletti	621-3358
	A Company of the Comp

Name	Contact Info.
VIKA Preston	0 (707) 834-1767
Susan Corum	469-3454
ZACK TAYLOR	469-3087
Kimthede	541-613-8527
Jesse Mys	530-501-5718
Frin Codnell	economic org
Konrad Fisher.	(530)489-3218
Linalatura	1 macmunicion
BILTIBO	STAPPERALLE
Noch Pobliscon	469-2303
and Morked	530-627-1144
L Barry Morehead	536-627-11414
Yobakt Corapletti	<u>621-3358</u>

Name	Contact Info.
Will Coragliotti KIRK TERRITL	62) 3358
Jonathan Comes	<u>(707)951-5751.</u>
Gric Helson Will CS Hay	627-3434 530-509-5017
JOSH SAXON	530-627-3078
Kristen King M Covey	<u>5306273844</u>
IVaymi Donahur	550710 1674
Dernis Donahus Ir	
choe utter	530 989 4675
Sara Barbasa	7073829177
Else Hilly	ru 530-627-3406
Megan Vierra Bodacija Olama	530-509-5218 530-969-3215
Kyan House	201-602-8972
David Millerd	6

Name	Contact Info.
Carlotta Whiteware	(1)3078
Lebencia Pale	
Share Gillis	ellisshare 87 Qyahou. Con
Jordan Lambert	Manbert & 78 gnail com
-tet Chantufai	- teri Chantona (a) ginail pro.
Marie Robbi	
Comna Copien	Cepen Command Marc lag moul Con
Barl Talley	btaller okarikils
1844. J	



#### Community Computer Center @ Orleans

### Public Meeting

January 20, 2015 Sign-in Sheet

Name / /	Contact Information
Justin Szabo	asleepinaboscar@gma,1
Shyles Presh	Spreston 2010(3 hot mail
Sel Kertena	469-3405
Oang Jones	427-3147
WEGNER G. RENTZ	W- RENTZ @HOTMAIL SOLT
Grant Gilkisan	grante mkwc.org
Buri Talley	Staller Kank, is
Jobeta Conglit	
KIVLE Torrill	
Total River	
Renée Stauffer	627-3211
Deanna Marshall	427-3014
Karen Cole	627-3157



#### Community Computer Center @ Orleans

### Public Meeting

January 20, 2015 Sign-in Sheet

Name	Contact Information
Forest James	EnerTribe - 541.999,6861
Forest James Galbert Martinez	Enertabe - 541.999,6861

#### **Indian Parent Committee Meeting – January 15, 2015**

#### Sign-In Sheet

Margaret Colas	Margaret Colas
Muly Ham	Kristy Harmon
1-262	Kenneth Brink
Denley Kring	Ashlee King
Cassidy Little	Cassidy Little
Lisa Adamson	SHO Colomban
Melissa Rhodes	Melisa A Chades
Cary Chambre	Casey Chambers

#### HAPPY CAMP ELEMENTARY SCHOOL

#### AMERICAN INDIAN POLICIES AND PROCEDURES

"Working Together To Ensure Learning For All"

**Authority:** The Indian Parent Committee (IPC) shall be granted the authority to make final recommendations regarding the implementation and enactment of the educational needs to the children in which the Title VII funding is provided for.

Impact Aid Reauthorization Act of 2000 (H.R.3616) (Reauthorization of the Elementary and Secondary Education Act, of 1965, Title VII—Impact Aid, Section 8001-8006. Also under P.L. 81-874, 1981).

#### Purpose (Section 8001):

The Happy Camp Elementary School (HCES) recognizes and affirms their responsibility to implement and carry out educational programs that meet the purpose and intent of the Elementary and Secondary Education Act, Title VII Funding.

"In order to fulfill the Federal responsibility to assist with the provision of educational services to federally connected children, because certain activities of the Federal Government place a financial burden on the local educational agencies serving areas where such activities are carried out, and to help such children meet challenging State standards, it is the purpose of this title to provide financial assistance to local educational agencies that—

- "(1) experience a substantial and continuing financial burden due to the acquisition of real property by the United States;
- "(2) educate children who reside on Federal property and whose parents are employed on Federal property;
- "(3) educate children of parents who are in the military services and children who live in low-rent housing;
- "(4) educate heavy concentrations of children whose parents are civilian employees of the Federal Government and do not reside on Federal property; or

#### Policies and Procedures Relating to Children Residing on Indian Lands (Section 8004)

The Happy Camp Elementary School does claim children residing on Indian lands for the purpose of receiving funds under section 8003 and does establish:

#### A. Indian Policies and Procedures Task Force

The HCES Superintendent or Designee will hold regular meetings during the school year with the established Indian Parent Committee. The IPC shall have standing positions for the Chairpersons (or their designee) and the Education Director(s) from the Karuk Tribe, the HCES parents, and/or community representatives. Parent positions will be solicited through a general call for interested

• The Annual Impact Aid Report to Tribes:

The Annual Impact Aid Report to Tribes shall be made available at the regular Board of Trustees meeting, at the District Office, and mailed upon request to parents and others. The report shall be mailed to the Chairperson of the IPC.

The Annual Impact Aid Report to Indian Tribes shall include (but not be limited to) the following items: Enrollment Data; Attendance Rates; Special Education Programs; Academic Achievement; Participation in Academic Offerings; Participation in Extra Curricular Activities; Discipline Actions; and a Superintendent's Overview of American Indian students compared to non-Indian students, or whichever data the IPC can agree to view as data is available.

· Board Meeting:

Report on Educational Programs implemented with Impact Aid funding at a fall School Board meeting.

- 3. Recommend, if necessary, ways the Indian children participate on an equal basis with non-Indian children served, if indicated.
- Regular School Board Meetings:

The HCES will solicit recommendations, suggestions and modifications from the Indian community at a regular school board meetings regarding the planning, development, and implementation of the educational programs assisted with Title VII Funds. The Superintendent or Designee will report on the work of the IPC at each regular board meeting.

· Special meetings:

The HCES Board will schedule and hold, upon request, an open special meeting with Karuk Tribal representatives, IPC, and parents to address modifications of educational programs if the need arises to openly discuss modifications based on overwhelming need and desire by all representatives, according to the HCES guidelines. (\*the modification(s) may not be approved).

· Spring Meeting:

During a regular spring HCES Board meeting, the following Impact Aid issues will be addressed:

- > IPC Parent presentation of views on the educational program and its operation
- > Administration status report on recommendations, modification and other input received throughout the year
- 4. Disseminate applications, evaluations, program plans and other information related to the educational programs in a timely manner. Allow the tribe and parents of Indian children an opportunity to review the materials, provide input on the needs of the Indian children, and recommend ways the school district can help Indian children benefit from educational programs and activities.
- · Regular School Board Meeting:

The HCES will solicit recommendations and suggestions from the Indian community at each regular school board meeting regarding the planning, development, and implementation of the

#### • Regular School Board Meetings:

The HCES board will solicit recommendations and suggestions from the Indian community at each regular school board meeting regarding the planning, development, and implementation of the educational programs assisted with Title VII Funding. The Superintendent or Designee will report on the work of the IPC at regular board meetings.

#### 6. Notify Indian parents and tribes of the location and times of meetings.

#### Notification Process:

Notification of meetings required under these Indian Policies and Procedures will be announced by means available by the Happy Camp Elementary School, in conjunction with the Karuk Tribe Education Director; i.e., mailings to the Committee Chairs (School Site council and IPC) and by any other means as appropriate.

#### 7. Consult and involve tribal officials and parents of Indian children in the planning and development of the educational programs and activities.

The HCES encourages collaborative working relations with the Karuk Tribe and with various tribal entities, and with the parents of children living on Indian lands. Designees of the HCES will meet on a regular basis informally and formally upon request with tribal entities at sites convenient to them, if available, within the school district.

The district also ensures that the Indian Policies and Procedures are implemented and followed through the IPC's recommendations and approval. Each year the IPC will review the report to determine if data collected adequately addressed the impact aid program concerns from tribes and parents and the IPC which represents the majority.

#### 8. Modifications, if necessary, based upon input from the tribes and parents.

Modifications to the IPC's Indian Policies and Procedures may be proposed by Tribal Councils (or their designees) or by the HCES board at regularly scheduled Board meetings and approved by a majority vote of the IPC. No modifications shall be made without prior consultation of tribes or their designees and parents of American Indian children through the IPC or the HCES board.

Adopted: May 26, 2006



#### Mid Klamath Watershed Council

P.O. Box 409, Orleans, Ca 95556 Tel: (530) 627-3202

Fax: (866) 323-5561 www.mkwc.org

February 16, 2015

Re: Letter of Support for Community Computer Centers

Dear Administration for Native Americans.

On behalf of the Mid Klamath Watershed Council (MKWC), I am pleased to provide this letter of support for the community computer centers operated by the Karuk Community Development Corporation (KCDC).

One important step towards this is computer technology education for our youth. Our area is without cell phone service or high speed internet. We don't have businesses with wireless services where youth can use the internet. The majority of youth do not have internet in their homes. These resources are taken for granted in many areas. However, our youth do not have these opportunities to develop even the most basic computer skills. These are necessary skills for today's job market. Even our lowest paid jobs required computer fluency.

The community computer centers operated by KCDC offer youth and adults opportunities to develop skills that will in turn serve our community. These online and distance education opportunities help offset the time, distance and cost challenges to education which are inherent in remote, rural locations. These are essential services for the development of an educated and competent workforce for the future of our community.

MKWC is the third largest employer in are region. We rely on the services offered by KCDC to increase the skills of our local job seekers. Our region is in need of economic development, educational expansion, vocational services, and economic mobility.

Additionally, the Mid Klamath Watershed Council field crews, including youth interns, use the computer center work stations for data entry, which helped our organization meet objectives. Access to multiple computer work stations supports small business development in our communities.

In conclusion, I fully support the efforts of KCDC as they seek funding to support this valuable program. We look forward to continuing to work with KCDC in furthering the educational and economic development opportunities in this area. We are glad to lend our support to the work that they continue to do.

Sincerely,

Luna Latimer

Director

Mid Klamath Watershed Council

#### Attachment D

RECEIVED JAN 23 2015



#### United States Department of the Interior



INTERIOR BUSINESS CENTER Indirect Cost Services 2180 Harvard Street, Suite 430 Sacramento, CA 95815

January 16, 2015

Mr. Russell Attebery, Chairman Karuk Tribe P.O. Box 1016 Happy Camp, CA 96039

Dear Mr. Attebery:

Enclosed is the signed original negotiated indirect cost rate agreement that was processed by our office. If you have any questions concerning this agreement, please refer to the signature page for the name and contact number of the negotiator.

As a recipient of federal funds, you are required to submit Indirect Cost Proposals on an annually basis. Proposals are due within 6 months after the close of your fiscal year end and are processed on a first-in, first-out basis.

#### Common fiscal year end dates and proposal due dates are listed below:

Fiscal Year End Date	Proposal Due Date
September 30 <sup>th</sup>	March 31 <sup>st</sup>
December 31 <sup>st</sup>	June 30 <sup>th</sup>
June 30 <sup>th</sup>	December 31 <sup>st</sup>

Please visit our Web site at <a href="http://www.doi.gov/ibc/services/Indirect\_Cost\_Services">http://www.doi.gov/ibc/services/Indirect\_Cost\_Services</a> for guidance and updates on submitting future indirect cost proposals. The website includes helpful tools such as a completeness checklist, indirect cost and lobbying certificates, sample proposals, excel worksheet templates, and links to other Web sites.

Sincerely,

Deborah A. Moberly

Office Chief

#### Enclosure

cc: Self-Determination Specialist, Pacific Regional Office, Bureau of Indian Affairs

cc: Director, Self-Determination Services, Indian Health Services, HQE

cc: Compact Negotiator, Office of Self Governance, North West Field Office, BIA

Ref: J:\Native Americans\Pacific (Sacramento SA)\Karuk Tribe (Ktcaw139)\FY 15\Ktca-IssueLtr.15.doc

Phone: (916) 566-7111 Fax: (916) 566-7110 Email: ICS@ibc.doi.gov

Internet: http://www.doi.gov/ibc/services/Indirect\_Cost\_services

Revised 3/27/13

#### Indian Organizations Indirect Cost Negotiation Agreement

EIN: 94-2576572

Organization:

Date: January 16, 2015

Karuk Tribe

Report No(s).: 15-A-0311

P.O. Box 1016
Happy Camp, CA 96039

Filing Ref.:

Last Negotiation Agreement dated February 11, 2014

The indirect cost rate contained herein is for use on grants, contracts, and other agreements with the Federal Government to which Public Law 93-638 and 2 CFR 225 (OMB Circular A-87) apply, subject to the limitations contained in 25 CFR 900 and in Section II.A. of this agreement. The rate was negotiated by the U.S. Department of the Interior, Interior Business Center, and the subject organization in accordance with the authority contained in 2 CFR 225.

#### Section I: Rate

	Effecti	ve Period			Applicable
Туре	From	То	Rate*	Locations	То
Fixed Carryforward	10/1/14	09/30/15	50.00%	All	All Programs

\*Base: Total direct salaries and wages, excluding fringe benefits. The rate applies to all programs administered by the Tribe. To determine the amount of indirect costs to be billed under this agreement, direct salaries and wages should be summed and multiplied by the rate. All other program costs, including fringe benefits associated with direct salaries and wages, should be eliminated from the calculation.

Treatment of fringe benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs; fringe benefits applicable to indirect salaries and wages are treated as indirect costs.

#### Section II: General

Page 1 of 3

A. Limitations: Use of the rate contained in this agreement is subject to any applicable statutory limitations. Acceptance of the rate agreed to herein is predicated upon these conditions: (1) no costs other than those incurred by the subject organization were included in its indirect cost rate proposal, (2) all such costs are the legal obligations of the grantee/contractor, (3) similar types of costs have been accorded consistent treatment, and (4) the same costs that have been treated as indirect costs have not been claimed as direct costs (for example, supplies can be charged directly to a program or activity as long as these costs are not part of the supply costs included in the indirect cost pool for central administration).

B. Audit: All costs (direct and indirect, federal and non-federal) are subject to audit. Adjustments to amounts resulting from audit of the cost allocation plan or indirect cost rate proposal upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation agreement.

- C. Changes: The rate contained in this agreement is based on the organizational structure and the accounting system in effect at the time the proposal was submitted. Changes in organizational structure, or changes in the method of accounting for costs that affect the amount of reimbursement resulting from use of the rate in this agreement, require the prior approval of the responsible negotiation agency. Failure to obtain such approval may result in subsequent audit disallowance.
- D.

  1. Fixed Carryforward Rate: The fixed carryforward rate is based on an estimate of costs that will be incurred during the period for which the rate applies. When the actual costs for such period have been determined, an adjustment will be made to the rate for a future period, if necessary, to compensate for the difference between the costs used to establish the fixed rate and the actual costs.
- 2. Provisional/Final Rate: Within 6 months after year end, a final indirect cost rate proposal must be submitted based on actual costs. Billings and charges to contracts and grants must be adjusted if the final rate varies from the provisional rate. If the final rate is greater than the provisional rate and there are no funds available to cover the additional indirect costs, the organization may not recover all indirect costs. Conversely, if the final rate is less than the provisional rate, the organization will be required to pay back the difference to the funding agency.
- E. Agency Notification: Copies of this document may be provided to other federal offices as a means of notifying them of the agreement contained herein.
- F. Record Keeping: Organizations must maintain accounting records that demonstrate that each type of cost has been treated consistently either as a direct cost or an indirect cost. Records pertaining to the costs of program administration, such as salaries, travel, and related costs, should be kept on an annual basis.
- G. Reimbursement Ceilings: Grantee/contractor program agreements providing for ceilings on indirect cost rates or reimbursement amounts are subject to the ceilings stipulated in the contract or grant agreements. If the ceiling rate is higher than the negotiated rate in Section I of this agreement, the negotiated rate will be used to determine the maximum allowable indirect cost.
- H. Use of Other Rates: If any federal programs are reimbursing indirect costs to this grantee/contractor by a measure other than the approved rate in this agreement, the grantee/contractor should credit such costs to the affected programs, and the approved rate should be used to identify the maximum amount of indirect cost allocable to these programs.
- I. Central Service Costs: Where central service costs are estimated for the calculation of indirect cost rates, adjustments will be made to reflect the difference between provisional and final amounts.

#### J. Other:

- 1. The purpose of an indirect cost rate is to facilitate the allocation and billing of indirect costs. Approval of the indirect cost rate does not mean that an organization can recover more than the actual costs of a particular program or activity.
- 2. Programs received or initiated by the organization subsequent to the negotiation of this agreement are subject to the approved indirect cost rate if the programs receive administrative support from the indirect cost pool. It should be noted that this could result in an adjustment to a future rate.
- 3. New indirect cost proposals are necessary to obtain approved indirect cost rates for future fiscal or calendar years. The proposals are due in our office 6 months prior to the beginning of the year to which the proposed rates will apply.

#### Section III: Acceptance

Listed below are the signatures of acco	eptance for this agreement:
By the Indian Organization:	By the Cognizant Federal Governmen Agency:
Karuk Tribe Tribal Government	U.S. Department of the Interior  Interior Business Center  Agency
Signature RUSSELL A ATTEBERY	Signature Deborah A. Moberly
Name (Type or Print)  CHAIRMAN  Title	Name Office Chief Office of Indirect Cost Services Title
1-13-15 Date	JAN 16 2015  Date Negotiated by Jacqueline B. Ross

Telephone (916) 566-7003



#### United States Department of the Interior

NATIONAL BUSINESS CENTER
Indirect Cost Services
2180 Hervard Street, Suite 430
Sacramento, CA 95815



May 12, 2014

Mr. Alvis Johnson, Board Chairman Karuk Community Development Corporation P.O. Box 1148 Happy Camp, CA 96039

Dear Mr. Johnson:

Enclosed is the signed original negotiated indirect cost rate agreement that was processed by our office. If you have any questions concerning this agreement, please refer to the signature page for the name and contact number of the negotiator.

As a recipient of federal funds, you are required to submit Indirect Cost Proposals on an annually basis. Proposals are due within 6 months after the close of your fiscal year end and are processed on a first-in, first-out basis.

Common fiscal year end dates and proposal due dates are listed below:

Fiscal Year End Date	Proposal Due Date
September 30 <sup>th</sup>	March 31 <sup>st</sup>
December 31 <sup>st</sup>	June 30 <sup>th</sup>
June 30 <sup>th</sup>	December 31 <sup>st</sup>

Please visit our Web site at <a href="http://www.doi.gov/ibc/services/Indirect Cost Services">http://www.doi.gov/ibc/services/Indirect Cost Services</a> for guidance and updates on submitting future indirect cost proposals. The website includes helpful tools such as a completeness checklist, indirect cost and lobbying certificates, sample proposals, excel worksheet templates, and links to other Web sites.

Sincerely.

Deborah A. Moberly

Office Chief

Enclosure

cc: Self-Determination Specialist, Pacific Regional Office, Bureau of Indian Affairs

Ref: J:\Native Americans\Pacific (Sacramento SA)\Karuk Community Development Corporation (Kcdcw671)\F\2013\Kcdc-Issue Ltr.FY13.doc

Phone: (916) 566-7111 Fax: (916) 566-7110



E-mail: ICS@nbc.gov Internet: http://www.aqd.nbc.gov/ics

#### Indian Organizations Indirect Cost Negotiation Agreement

EIN: 68-0333522

Organization:

Date: May 12, 2014

Karuk Community Development Corporation P.O. Box 1148

Report No(s) .: 14-A-0691

Happy Camp, CA 96039

Filing Ref .:

Last Negotiation Agreement dated June 3, 2013

The indirect cost rate contained herein is for use on grants, contracts, and other agreements with the Federal Government to which Public Law 93-638 and 2 CFR 225 (OMB Circular A-87) apply, subject to the limitations contained in 25 CFR 900 and in Section II.A. of this agreement. The rate was negotiated by the U.S. Department of the Interior, Interior Business Center, and the subject organization in accordance with the authority contained in 2 CFR 225.

#### Section I: Rate

	Effecti	ve Period			Applicable
Туре	From	To	Rate*	Locations	To
Fixed Carryforward	10/01/12	09/30/13	26.45%	All	All Program

\*Base: Total direct costs, less capital expenditures and passthrough funds. Passthrough funds are normally defined as major subcontracts, payments to participants, stipends to eligible recipients, and subgrants, all of which normally require minimal administrative effort.

Treatment of fringe benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs; fringe benefits applicable to indirect salaries and wages are treated as indirect costs.

#### Section II: General

Fage 1 of 3

- A. Limitations: Use of the rate contained in this agreement is subject to any applicable statutory limitations. Acceptance of the rate agreed to herein is predicated upon these conditions: (1) no costs other than those incurred by the subject organization were included in its indirect cost rate proposal, (2) all such costs are the legal obligations of the grantee/contractor, (3) similar types of costs have been accorded consistent treatment, and (4) the same costs that have been treated as indirect costs have not been claimed as direct costs (for example, supplies can be charged directly to a program or activity as long as these costs are not part of the supply costs included in the indirect cost pool for central administration).
- B. Audit: All costs (direct and indirect, federal and non-federal) are subject to audit. Adjustments to amounts resulting from audit of the cost allocation plan or indirect cost rate proposal upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation agreement.

- C. Changes: The rate contained in this agreement is based on organizational structure and the accounting system in effect at the time the proposal was submitted. Changes in organizational structure, or changes in the method of accounting for costs that affect the amount of reimbursement resulting from use of the rate in this agreement, require the prior approval of the responsible negotiation agency. Failure to obtain such approval may result in subsequent audit disallowance.
- 1. Fixed Carryforward Rate: The fixed carryforward rate is based on an estimate of costs that will be incurred during the period for which the rate When the actual costs for such period have been determined, an adjustment will be made to the rate for a future period, if necessary, to compensate for the difference between the costs used to establish the fixed rate and the actual costs.
- 2. Provisional/Final Rate: Within 6 months after year end, the final rate must be submitted based on actual costs. Billings and charges to contracts and grants must be adjusted if the final rate varies from the provisional rate. If the final rate is greater than the provisional rate and there are no funds available to cover the additional indirect costs, the organization may not recover all indirect costs. Conversely, if the final rate is less than the provisional rate, the organization will be required to pay back the difference to the funding agency.
- E. Agency Notification: Copies of this document may be provided to other federal offices as a means of notifying them of the agreement contained herein.
- F, Record Keeping: Organizations must maintain accounting records that demonstrate that each type of cost has been treated consistently either as a direct cost or an indirect cost. Records pertaining to the costs of program administration, such as salaries, travel, and related costs, should be kept on an annual basis.
- G. Reimbursement Ceilings: Grantee/contractor program agreements providing for ceilings on indirect cost rates or reimbursement amounts are subject to the ceilings stipulated in the contract or grant agreements. If the ceiling rate is higher than the negotiated rate in Section I of this agreement, the negotiated rate will be used to determine the maximum allowable indirect cost.
- H. Use of Other Rates: If any federal programs are reimbursing indirect costs to this grantee/contractor by a measure other than the approved rate in this agreement, the grantee/contractor should credit such costs to the affected programs, and the approved rate should be used to identify the maximum amount of indirect cost allocable to these programs.
- I. Central Service Costs: Where central service costs are estimated for the calculation of indirect cost rates, adjustments will be made to reflect the difference between provisional and final amounts.

#### J. Other:

1. The purpose of an indirect cost rate is to facilitate the allocation and billing of indirect costs. Approval of the indirect cost rate does not mean that an organization can recover more than the actual costs of a particular program or activity.

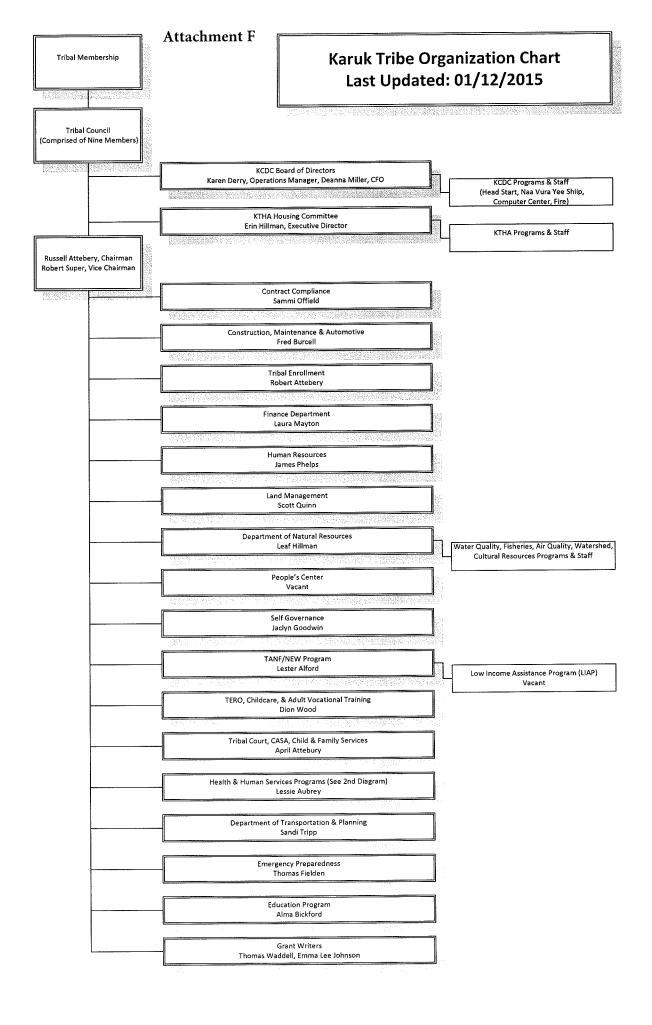
- 2. Programs received or initiated by the organization subsequent to the negotiation of this agreement are subject to the approved indirect cost rate if the programs receive administrative support from the indirect cost pool. It should be noted that this could result in an adjustment to a future rate.
- 3. New indirect cost proposals are necessary to obtain approved indirect cost rates for future fiscal or calendar years. The proposals are due in our office 6 months prior to the beginning of the year to which the proposed rates will apply.

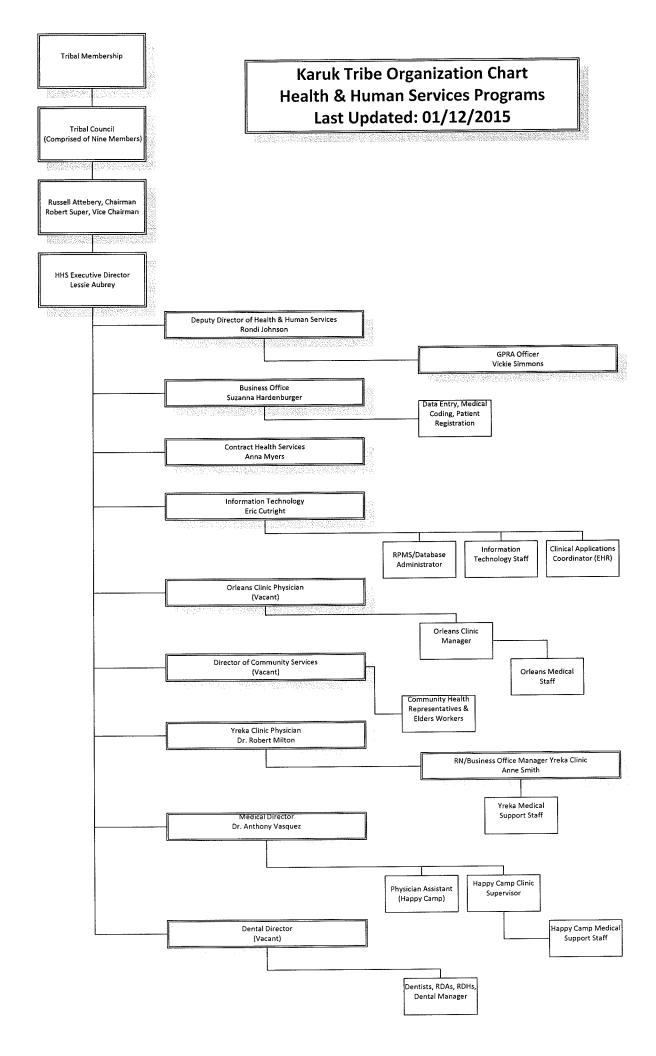
#### Section III: Acceptance

Listed below are the signatures of acce	eptance for this agreement:
By the Indian Organization:	By the Cognizant Federal Governmen Agency:
Karuk Community Development Corporation	U.S. Department of the Interior Interior Business Center
Tribal Government  Tribal Government  (5)	Agency Anhand ( Kinker ( 18)
Signature Alvis Johnson	Signature Deborah A. Moberly Name
Name (Type or Print)  Board Chairman  Title	Office Chief Office of Indirect Cost Services Title
5 /8 /14 Date	MAY 12 2014  Date Negotiated by Marilyn P. Elgar
	Telephone (916) 566-7293

#### Attachment E

Schools with a "college culture" usually exhibit most or all of the following  NINE CRITICAL PRINCIPLES of a COLLEGE CULTURE:			
College Talk Clear, ongoing communication among students, teachers, administrators, and families about what it takes to get to college.	Clear Expectations Explicit, clearly-defined goals, communicated in ways that make them part of the culture of the school.	Information & Resources Comprehensive, up-to-date college information and resources, easily accessible by all students, families, and school personnel.	
Comprehensive Counseling Model View of counseling that makes all student interactions with counseling staff opportunities for college counseling.	Testing & Curriculum Information about and access to "gatekeeping" tests (PSAT, SAT, etc.) and courses (A-G, AP, etc.) for all students.	Faculty Involvement Informed, active participation from school faculty in the creation and maintenance of a college culture.	
Family Involvement  Meaningful engagement on the part of family members in the process of building a college culture.	College Partnerships Active links in a variety of forms between the school and local colleges and universities.	Articulation Ongoing coordination between counselors and teachers among all schools in a feeder group.	





#### **Position Description**

Title:

Workforce Development Coordinator

Reports to:

KCDC Economic Developer/ Operations Manager

Location:

Happy Camp

Salary:

\$32,000 to \$38,000, DOE

Classification:

Full-time, Regular, Non-Exempt

**Summary:** 

Coordinates activities in the Happy Camp Community Computer Center to ensure tribal, community members, and students have access to and assistance in the use of computer technology. Coordinates and/or develops workforce development training, provides and/or coordinates employment counseling, vocational assessment, referral to community resources and support, financial literacy, and assist with higher education

applications; perform other job related duties as required.

#### Responsibilities:

- 1. Open and close the Computer Center and provide for the general cleanliness of the Center. Report maintenance problems as they occur. Enforce procedures for the use of the computers and other equipment, supplies, materials, software, hardware and peripherals. Address problems with students or community members who do not follow established procedures or exhibit inappropriate behavior, language, and web sites.
- 2. Maintain records of activities, classes, and training opportunities occurring at the Computer Center. Develop and prepare monthly reports for supervisor and KCDC Board of Directors.
- 3. Support and coordinate with Tribal TANF Program and TERO to provide job related training and workshops assist clients with job searches, resumes and employment applications, letters of inquiry, and interview techniques.
- 4. Assist clients with access to GED or high school diploma opportunities, technical vocation courses, online computer skills, secondary education and distance learning opportunities including applications for admissions and/or financial aid.

- 5. Identify and coordinate with other supporting workforce entities to help facilitate job opportunities, job related certificates and training, job skills and employability for community members.
- 6. Coordinate with Karuk Community Loan Fund and other financial institutions to provide financial workshops that may include family budgeting, how to manage and maintain checking and savings accounts, establishing credit, and investing.
- 7. Network and collaborate with tribal, county, state and federal organizations as well as private businesses that promote employment and self-sufficiency.
- 8. Available for local and out-of-area travel as required for job related training; shall attend all required staffing, meetings, and functions as requested; available to work or coordinate coverage at the Center for weekends and evenings as needed.
- 9. Must be professional, polite, and maintain a priority system in accepting other job related duties as assigned.

#### Qualifications:

- 1. Ability to work effectively with tribal and community members from culturally diverse backgrounds and to establish and maintain harmonious working relationships with tribal, community members and other employees.
- 2. Ability to manage time well and work on multiple tasks under performance deadlines.
- 3. Ability to facilitate a class, motivate participants, and maintain confidentiality.

#### Requirements:

- 1. Degree from an accredited college or 2-years student service experience and/or 2-years workforce development experience.
- 2. Excellent organizational skills; ability to work independently; ability to coordinate and/or perform multiple tasks; demonstrated ability to speak clearly and communicate effectively in face-to-face, email, and telephone conversations.
- 3. Excellent computer skills; previous experience with online, videoconferencing, and other technology-mediated instructional methods.
- 4. Valid driver's license, good driving record and must be insurable by the Tribe's insurance carrier.
- 5. Must adhere to the Tribe's confidentiality policy.
- 6. Must successfully pass a drug-screening test and background check.

KCDC Approved:	
Council Approved:	
KCDC Chairman Signature:	
Tribal Chairman Signature:	
Employee Signature:	

Tribal Preference Policy: In accordance with the TERO Ordinance 93-0-01, Tribal Preference

will be observed in hiring.

#### **POSITION DESCRIPTION**

Title: Economic Developer/Operations Manager

Reports To: Board of Directors, Karuk Community Development Corporation

Supervises: All Programs Managers and Directors of KCDC

**Location:** Karuk Community Development Corporation

Happy Camp, California

**Salary:** \$60,000 to \$75,000 DOE

Classification: Full Time Regular, Exempt

Summary: The Economic Developer/Operations Manager shall assess immediate and long-term needs of the Tribal membership, entity and programs; planning new and expanded programs of service; researching and writing grants & funding proposals; and securing the financial and other resources required for successful program implementation and continuation and is responsible for the day-to-day management of the Corporation. Management tasks shall include, but not be limited to, coordination of internal planning, finance, training and reporting processes; and shall further include, direct supervision of all Program Directors and Managers within KCDC.

#### Responsibilities:

- Prepares for approval by the KCDC Board of Directors annual plans of operation consistent
  with the mission of the Corporation (including programmatic goals, objectives, activities,
  timelines, staffing requirements, and operating budgets); assists the Board in developing longrange community/economic development strategies consistent with the Charter, Bylaws, and
  mission of the KCDC.
- 2. Shall monitor Notices of Funding Availability (NOFAs), Requests for Proposals (RFPs), the Federal Register and other notifications of public and private sector resources available to meet high-priority needs of the tribal membership; respond to notifications and inquiries received from KCDC/Tribal administrators and department directors; and draft, implement and sustain KCDC with funding opportunities, within the mission of KCDC.
- 3. Works with CFO to ensure CFO meets audit requirements.
- 4. Assesses the programmatic condition of KCDC and makes monthly operating report to the KCDC Board; responds to (or directs responses to) requests from department/program personnel for timely, accurate reports on departmental and program activities, submit monthly report to Council and attend monthly Council meetings.

- 5. Researches and prepares business plans and financing proposals for Tribal enterprises.
- 6. Researches and prepares project plans and financing proposals for community facilities and public works projects that promote community/economic development for the Karuk People.
- 7. Assists and supervises KCDC staff in providing workforce development activities and small business development services to entrepreneurs and prospective business owners within the Ancestral Territory of the Karuk Tribe.
- 8. Recruits, hires, evaluates, and supervises KCDC administrative, enterprise, and program staff according to Board and Tribal personnel policies and organizational structure; trains or facilitates the training and professional development of staff.
- 9. As a member of the Karuk Tribe's Management Team, works cooperatively with Tribal Department/Program Directors to develop and implement sound plans, budgets and financial management systems.
- 10. Coordinates with other members of the Management Team to analyze trends in public and private funding availability, trends in revenues and expenditures, and advises the KCDC Board regarding potentially adverse and/or beneficial impacts.
- 11. Attends meetings of the KCDC Board of Directors and provides Economic Development advice as necessary and appropriate for sound management decision-making by the governing board.
- 12. Serves as the official representative of the KCDC to community members and organizations, creditors, funding agencies; advocates for public policies, as well as public and private sector support of community/economic development programs; promotes collaborative approaches to community/economic development programs; facilitates teaming, partnership formation and conflict resolution among various community constituencies.
- 13. Prepares monthly and quarterly Report of the Karuk Community Development Corporation.
- 14. Shall provide direct supervision to all Program Managers and Directors of KCDC.
- 15. Executes Board directives and policies.
- 16. Shall be polite and maintain a priority system in accepting other job duties as assigned.

#### Qualifications:

- 1. Have the ability to work effectively with Native American people in culturally diverse environments.
- 2. Have the ability to manage time well and work under stressful conditions with an even temperament.

- 3. Have the ability to establish and maintain harmonious working relationships with other employees and the public.
- 4. Have the ability to understand and follow oral and written instructions.

#### Requirements:

- 1. MBA with minimum of three years experience and proven success in rural economic development, or BS in Business Administration with five years proven success in rural economic development. Progressively responsible work experience and proven success in a similar occupation may be substituted for the educational requirement.
- 2. Demonstrated abilities to plan, finance, implement and manage community/economic development enterprises, workforce development programs, and projects.
- 3. Must have demonstrated knowledge of generally accepted accounting principles (GAAP) Preferred, federal compact, contract and grant management procedures and OMB Circulars and other regulations governing financial management practices of Tribal governments Preferred.
- 4. Must have demonstrated ability to define problems, collect data, establish facts and draw valid conclusions, ability to interpret an extensive variety of technical instructions in mathematical or diagram form and communicate findings and conclusions to governing boards and members of the management team.
- 5. Demonstrated abilities to supervise administrative, enterprise, and program staffs.
- Possess abilities to set realistic goals; manage multiple administrative activities, programs, and projects; set priorities for a coordinated organizational work effort; manage time well; take initiative; delegate effectively; and work under moderately to highly stressful conditions.
- 7. Must demonstrate excellent writing and oral communication skills.
- 8. Must have strategic planning and implementation background in private and public sector.
- 9. Must be able to travel for extended periods and on short notice
- 10. Must possess valid driver's license, good driving record, and be insurable by the KCDC's insurance carrier.
- 11. Must adhere to confidentiality policy.
- 12. Must successfully pass a pre-employment drug screening test and criminal background check.

**Tribal Preference Policy:** In accordance with the TERO Ordinance 93-0-01, Tribal Preference will be observed in hiring.

Tribal Council Approved: 01/17/2013	
Chairman's Signature:	
Employee's Signature:	

KCDC Board Approved: <u>01/15/2013</u>



#### **Position Description**

Title: Student Services Coordinator

**Reports to:** Operations Manager

**Location:** Happy Camp/Orleans

Salary: \$16.00-\$24.00 per hour (depending on experience)

Summary: The Student Services Coordinator assists tribal youth students in gaining

the educational, technical and computer literacy skills necessary to

successfully complete high school and become college-ready. Working in

collaboration with local educators, develops and teaches appropriate

curriculum using technology resources at the computer center. The

Student Services Coordinator also provides Karuk youth and adults with

workforce development resources; like training, employment counseling,

vocational evaluation, employment preparation, and referral to community

resources and support services, program eligibility, and/or job

development/placement; and performs related duties as required essential

to client participation.

Classification: Full Time, Regular, Non Exempt

#### Responsibilities:

- Building cooperative relations with educational professionals.
- Work with teachers to schedule hours for their students to use the computer centers.
- Collaborate with teachers to deliver curriculum through the computer center that will build their computer literacy, as well as knowledge in other subject areas.
- Maintains confidential records of student performance and provides statistical reports to Operations Manager on student academic achievements, obstacles encountered, recommended remediation, and possible program improvements.
- Greets and answers questions of all clients of the Computer Center and Distance Learning Center in a friendly and helpful manner.

- Receives telephone calls, takes accurate messages and answers questions with an even temperament and using good judgment.
- Assists new users with computer login protocol, and correct and proper use of the Centers equipment. Also assists users with software and e-mail related questions.
- Assists students with access to GED-High School Diploma, Technical Vocational Courses, and Online Computer Skills, Secondary Education and Distance Learning opportunities.
- Shall monitor clients for inappropriate behavior, language and web sites.
- Assists Operations Manager and other tribal programs in developing a 3 year Strategic Plan with initiatives that identify viable opportunities for long-range community sustainability.
- Shall support Tribal Employment Rights Office (TERO) agendas to increase their capacity to assist Tribal members with finding opportunities for training and job building skills for local public and/or private sector employment.
- Provides workforce job search, interview and resume development in coordination with Workforce Development Coordinator.
- Shall provide a wide range of technology classes and training as needed.
- Attend orientation, staff development trainings, and staff meetings.
- Assists Operations Manager in developing intake, utilization, outcome and evaluation instruments; collects, compiles and assists in interpreting baseline client data, as well as data on frequency and types of computer use, skill building progress and achievement of education and employment related goals.
- Shall assist in scheduling and coordinating access to Computer Centers by diverse groups and individuals for a variety of employment and education related activities (e.g., unrestricted access periods for youth, adults, parent/child pairs and the broader community).
- Be available to work or have coverage for weekends and evenings when needed.
- Assists in the writing of Pikyav Project newsletter articles for Tribal newsletter.
- Assist in the creation of attractive and eye-catching flyers for coming events and classes.
- Other duties as assigned.

#### Requirements:

- A Bachelor Degree or Technical Certification in Computer Science, Teaching,
  Technology/Computer Education, or equivalent prior experience with at least three
   years of instructor experience teaching technology to beginning or intermediate
  computer users.
- 2. Advanced computer skills with a demonstrated ability to use and train the public in programs like Microsoft Office Suite, and teach clients skills necessary to use technology in the competitive world.
- 3. Demonstrated ability to understand American Indian perspectives and establish excellent rapport with American Indian clients.
- 4. Excellent organizational skills; ability to work independently. Must be able to coordinate and/or perform multiple tasks of a complex nature requiring discerning judgment.
- 5. Tact, discretion, and capacity to inspire cooperation and confidence among students.
- 6. Demonstrated ability to speak clearly and communicate effectively in face-to-face, email, and telephone communications.
- 7. Knowledge of negotiation-based communication methods and conflict resolution practices.
- 8. Must possess valid California driver's license, good driving record, and be insurable by the Tribe's insurance carrier.
- 9. Must adhere to the Tribe's confidentiality policy.
- 10. Must successfully pass a drug-screening test and criminal background check from the Karuk Tribe of California, and LIVE Scan through an educational organization (college or office of education).

**Tribal Preference Policy:** In accordance with the TERO Ordinance 93-0-01, Tribal and Indian Preference will be observed in hiring.

#### **Board Approved:**



## Statement of Qualifications Bari G. M. Talley

PO Box 175 Orleans CA 95556

Phone: 530.627.3996 Cell: 808.344.3972 E-mail: btalley@karuk.us

#### **CAREER SUMMARY**

Career emphasis in education, technology and art in the Native American community. Demonstrated ability to successfully complete a variety of projects, working under deadlines with diverse groups. Jobs have included cultural curriculum development, library coordination, teaching technology, workforce development, grant writing, youth advisor, desktop publishing, videography, program administration, event coordination, and more.

#### PROFESSIONAL EXPERIENCE

2006-Present	Workforce Development Trainer, Karuk Community Development Corporation (KCDC). Helping individuals gain skills to obtain jobs, including job search assistance, as well as providing
	educational opportunities at the computer center and through distance learning. This includes technology and videography workshops for students of all ages, as well as GED prep and tutoring. Supervising and training staff and volunteers. Grant writing and administration including
	a grant from California Virtual Campus and from the Library Services and Technology Act to increase literacy and relevant cultural curriculum.

2007-Present	Tribal Library Coordinator, Karuk Tribe. Maintaining and overseeing the Karuk Panamnik
	Library programs including literacy events, federal grant management, coordination of the NW
	California Tribal Library Network, as well as supervision of staff and volunteers.

Karuk Food Security Nanau'ávaha K12 Curriculum -Contractor, the project is to adapt and
enhance the existing Indian Land Tenure Foundation curriculum developed by educators at
Klamath-Trinity Joint Unified School District (KTJUSD) to focus specifically on Karuk language
and culture to meet the educational needs for students in our tribal service areas.

NAGPRA -Contractor. Worked as a member of the Karuk Media Team to document the
repatriation process for Karuk cultural objects from the Autry National Center using photography,
videography and desktop publishing.

2004-Present	30-Day Substitute Teaching Permit, Implementing planned curriculum with K-8 students, as
	well as developing computer and creative projects based on the goals/objectives of the class.

2002-2010	Desktop Publisher/Editor for the Mid Klamath vvatershed Council Newsletter (circ. 1,6	ນວບ),

2004	Literacy Paraprofessional, Yurok Magnet Elementary, KTJUSD. Worked with K-3 students to
	improve skills in all academic subject areas using culturally-relevant curriculum.

2001-2003	Media Outreach Coordinator/Cultural Resource Clerk/Illustrator, Indian Education Program,
	KTJUSD. Edited program newsletter, developed curriculum catalog, produced radio public
	service announcements with high school students, worked on program website committee, and
	coordinated a district-wide writing/art contest. Managed library resources. Illustrated The Little
	Acorn, a children's book published in English, Karuk, Yurok and Hupa.

2001	Artist-in-Residence Performance Agreement, Orleans Elementary, KTJUSD. Developed and
	taught curriculum based on the California Education standards in visual and performing arts, as
	well as writing and storytelling.

1999-2000	Program Coordinator, Panamnik Child Care Center. Karuk Tribe. Developed and taught play-
	based curriculum, as well as Karuk language and culture, to children aged 6 months to 8 years.
	Supervised staff and worked with parents to develop educational goals and objectives. Recruited
	students and maintained student records. Grant writing and program administration.

1998-1999	Program Assistant, Longhouse Education and Cultural Center, The Evergreen State College.
	Worked with the Director to administer the Native Economic Development Arts Initiative (NEDAI),
	to promote education, cultural preservation and economic development of Native American
	artists. Designed and maintained an Access database for artists and workshops. Edited quarterly
	newsletter (circ. 1,500). Coordinated artist-in-residence workshops.

- Native Arts Fair/Symposium Coordinator, South Puget Intertribal Planning Agency.

  Developed and distributed promotional materials, administered budget, recruited and contracted Native artists, organized vendor displays and collected fees, and produced a final report for three semi-annual Native Arts fairs and one Northwest Native Art Symposium. Curation of art show.
- 1996-1997 **Program Assistant,** TOGETHER! **(Youth Drug/Violence Prevention).** Designed educational materials, newsletters, and annual reports for youth drug/violence prevention programs.
- Office Manager/Administrative Assistant, Washington State Coalition Against Domestic Violence. Worked with the Director, Board and committees to respond to legislation and develop conference curriculum. Edited and illustrated newsletter. Designed educational materials. Maintained fiscal records and library. Compiled data for grants and reports. Provided information and referral.
- Artist-in-Residence Coordinator, Washington State Department of Corrections. Liaison between inmates, artists, correctional staff and the Washington State Arts Commission while coordinating artist-in-residence programs within correctional facilities. Curated monthly art exhibits. Participated on the Washington State Arts in Public Places Committee.
- Program Assistant, Organizational Development, Legacy Health Systems. Organized and promoted educational workshops for employees. Meeting planner for quarterly managers meetings (300 managers) and corporate retreats. Edited quarterly newsletter for corporate offices (circ. 250).

#### **ACTIVITIES**

I have served on many committees dedicated to improving educational opportunities in our tribal communities including the Karuk Tribal Education, Site Councils at Happy Camp High School and Orleans Elementary, Klamath Trinity Indian Education Advisory Board, Indian Policies and Procedures (IPP), Gifted and Talented in Education (GATE), Northern California Indian Development Corporation (NCIDC) Community Wellness Consortium, Karuk Youth Advisory Group, Sípnuuk Digital Libraries and Archives Advisory Committee, NW California Tribal Libraries Network, Orleans Broadband, and Orleans Community Radio. Additionally, I participate in Karuk cultural activities including basket weaving, food gathering and preparation, ceremonies and language events.

#### **EDUCATION**

2014-Present 2014 2014	Iynda.com –subscription for online training to develop professional design, video and web skills.  Digital Directions, conference on best practices for establishment of a Karuk Digital Library.  Live Your Language Alliance at HSU for preservation of tribal languages.
	Live rout Language Amance at 1100 for parties at 1100 for parties at 2 days give to Training provided by
2014	A Hands-on Approach to Securing our Tribal Heritage, a 3-day Digital Training provided by the Center for Digital Archeology (CODA).
2009-2014	Association of Tribal Archives, Libraries, and Museums International Conferences, Palm
	Springs (2014), Albuquerque (2013) and Portland (2019): presenter at 2 workshops and 2 poster sessions.
2013-2014	InfoPeople training for library staff: "CORE Reference Fundamentals," "Mobile Website Design"
	and "Getting Started with Digital Projects in Your Organization," "How to Search Like a Pro."
2013	Mobile Technology trainings provided by San Francisco State University and the Youth
2070	Leadership Institute.
2012	Association of Rural & Small Libraries Conference, Raleigh, NC.
	Joint Conference of Librarians of Color Conference, Kansas City, MO.
2012	
2009	Videography Training, learning to use Final Cut Express to produce films.
2009 2008	Moodle 101, Moodlerooms, Introduction to designing online curriculum using Moodle software.
	Moodle 101, Moodlerooms, Introduction to designing online curriculum using Moodle software.  Proposal & Grant Writing, Humboldt State University.
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2008 2008 2005 2004	Moodle 101, Moodlerooms, Introduction to designing online curriculum using Moodle software.  Proposal & Grant Writing, Humboldt State University.  Digital Imaging, with Tlingit/Haida artist, Larry McNeil. Received scholarship for intense 7-day PhotoShop course sponsored by the Ford Foundation at The Evergreen State College, Olympia.  Literacy Paraprofessional Training, KTJUSD.  Early Childhood Education certification — College of the Redwoods, Humboldt State University

### Karen Derry

#### Experience

1999 to present

Happy Camp Achievement Program

Happy Camp, CA

#### **Executive Director**

**Budget Management**: 14.5 years experience in developing and managing organizational and programmatic budgets and providing comprehensive fiscal reports to funding agencies and Board of Directors. Developed organizational Fiscal Policy adopted by the Board of Directors. Planned, developed, coordinated and executed HCAP functions of office and personnel, budget and finance.

Strategic Planning and Facilitation: Assess immediate and long-term needs of the organization and led annual strategic planning processes for Board of Directors. Well-versed in translating missions and goals into operating plans with clear benchmarks and annual objectives.

Policy development and analysis: Rural Representative on the California Resource Association Board for 6-years and well-versed in advocating for state policy change. Developed all policies and procedures, business plan and employee manual for Happy Camp Achievement Program and updated on a bi-annual basis for Board of Director approval and submission to funding agencies.

**Development and Grants Management**: Research and write grants and funding proposals, grant management and compliance as well as successful implementation of grants; responsible for overall administration of day-to-day activities of HCAP.

Consultant/Trainer: Provided technical assistance and extensive leadership in establishing community based family support systems. As a Family Support trainer, trained new staff of family resource centers on national family support standards and best practices in family support as well as assisted new program administrators in developing, monitoring, and implementation of contracts.

- Proven track record of working with Native American people in culturally diverse environments
- Proven track record and over 15-years experience in program management under intense and stressful situations. General ability to sustain positive relationships with staff, volunteers, and community at large under diverse conditions.
- Fast learner, ability to research and gain most current knowledge about laws and regulations related to the position

- Extensive training and certified trainer in evidence based programs including, knowledge and extensive understanding in adult learning styles, collaborative supervision/coaching
- Excellent oral and written communication skills, including the use of variety of computer programs and data tracking programs.

Education	 		

1973-1977 Happy Camp High School

Happy Camp, CA

Business Administration
Degree in progress

College of the Siskiyous

Weed, CA

#### References

Jill Phillips – 530-926-5927

Karen Pautz - 530-918-7222

Clifford Stockton – 530-493-5312

#### Laura J. Mayton, CPA PO Box 79 Happy Camp, CA 96039

Home Phone: (530) 493-2596 Work Phone: (530) 493-1600 Extension 2013

#### **Education**

Certified Public Accountant since November 1987. My California license number is 49362E. Continuing education and license are current.

I graduated Magna Cum Laude from Humboldt State University in 1985 with a Bachelor of Science degree in Business Administration and a minor in Psychology.

#### Work Experience

July 2002 to Present - Chief Financial Officer for Tribe with \$20 million dollar annual budget.

Karuk Tribe of California

PO Box 1016

Happy Camp, CA 96039

Supervisor: Arch Super

(530) 493-1600 Extension 2019

Responsibilities include the following:

Supervising accounting staff.

> Preparing financial statements, budgets, and indirect cost proposals.

- > Coordinating audits for Karuk Tribe of California, Karuk Tribe Housing Authority, and Karuk Community Development Corporation.
- > Updating and maintaining fixed asset information, insurance policies, and fiscal policies.
- > Supplying financial information and recommendations to the Tribal Council and other management staff.

October 1998 to February 2002 - Corporate Controller for a company with over \$100 million dollars in annual sales. Company had facilities located in Oregon, Colorado, Alabama and Florida.

U.S. Forest Industries, Inc. 1090 SE 'M' Street

Grants Pass, OR 97526

Supervisor: Jerry Bramwell

(541) 779-4657

Responsibilities included the following:

> Supervising accounting staff.

- > Preparing consolidated financial statements and books for quarterly board of directors meetings.
- > Managing cash and monitoring health insurance and workers compensation costs.
- > Providing information to auditors, tax professionals, 401K administrators, and insurance companies.
- > Reviewing forecasts and budgets prepared by controllers in Oregon, Colorado, Alabama, and Florida.

February 1997 to October 1998 – Medite MDF Division Controller. The Medford MDF plant generated profits in excess of one million dollars per month during good markets.

SierraPine LTD, Medite Division 2685 N Pacific Hwy, PO Box 4040

Medford, OR 97501

Supervisors: Bill Perry and Bill Weber

(541) 773-2522

Responsibilities included the following:

- > Supervising accounting staff.
- > Accounting for the purchase of the Medford MDF plant for SierraPine LTD including the valuation of inventory, receivables, payables, and other working capital.
- > Setting up books for the Medite Division of SierraPine LTD including a new chart of accounts, general ledger, financial statements, and fixed asset schedules.
- > Changing accounting systems and payroll systems several times as SierraPine adjusted to its new acquisitions.
- > Setting up Medite MDF products in a cost model to calculate profitability of each type and size of product.
- > Preparing budgets.

## January 1995 to February 1997 – Medite MDF Division Controller for three MDF plants located in Oregon, New Mexico and Ireland.

Medite Corporation PO Box 550 Medford, OR 97501 Supervisor: Andy Thomas (541) 664-5719

#### Responsibilities included the following:

- Accounting for the sale of the Medford MDF Plant to SierraPine LTD.
- > Preparing financial statements, budgets, and forecasts for Medford MDF plant.
- > Working with accountants from fiberboard mills in New Mexico and Ireland to receive, review, and consolidate MDF Division results of operation.
- Reconciling accounts.
- > Analyzing profitability of specialty products.

#### March 1988 to January 1995 – Regional Controller for two sawmills.

Stone Forest Industries, Inc. 63616 Highway 96

Supervisor: Andy Thomas (541) 664-5719

Happy Camp, CA 96039

Responsibilities included the following:

- > Supervising accounting staff.
- > Accounting for Happy Camp Sawmill, Burnt Ranch Sawmill, and Klamath Timber.
- > Preparing financial statements, budgets, forecasts, yield tax returns, sales tax returns, and log value sheets.
- Monitoring log and lumber inventories.
- Analyzing various aspects of the business looking for ways to improve profitability.
- > Working with management to calculate return on investment for proposed capital projects.
- > Assisting local management with understanding of financial statements.

#### June 1985 to December 1987 - Accountant

Bean, Stanhope, Storre, & Wagner CPA's

Supervisor: Richard Storre

1112 5<sup>th</sup> Street (707) 443-9351

Eureka, CA 95501

#### Responsibilities included the following:

- > Preparing income tax, personal property tax, yield tax, and sales tax returns.
- Auditing public and private businesses and institutions including Humboldt County, Humboldt State University, College of the Redwoods, and The Bertha Russ Lytel Foundation.

#### Other

Good computer skills including experience with many accounting software packages, Microsoft Excel, and Word.

References are available upon request.

#### Karuk Tribe Council

#### Karuk Tribe Mission Statement:

The mission of the Karuk Tribe is to promote the general welfare of all Karuk People, to establish equality and justice for our Tribe, to restore and preserve Tribal traditions, customs, language and ancestral rights, and to secure to ourselves and our descendants the power to exercise the inherent rights of self-governance.



Russell Attebery Chairman

<u>Term</u>

Nov 2011 - Nov 2015



Robert Super Vice-Chairman

<u>Term</u>

Nov 2014 - Nov 2018



Joseph Waddell Secretary/Treasurer

Term

Nov 2011 - Nov 2015



Sonny Davis

Yreka

Member at Large

Term

Nov 2014 - Nov 2018



Renee Stauffer

Orleans

Member at Large

Term

Nov 2014 - Nov 2015



Alvis Johnson

Happy Camp

Member at Large

Term

Nov 2012 - Nov 2016



Arch Super Yreka Member at Large

Term

Nov 2013 - Nov 2017



Goodwin
Happy Camp
Member at Large

<u>Term</u>

Elsa

Nov 2012 - Nov 2016



Joshua Saxon Orleans

Member at Large

Term

Nov 2013 - Nov 2017



S1501

#### **EDUCATIONAL ATTAINMENT**

#### 2009-2013 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

Subject	Siskiyou County, California							
•	Tot	al	Mal	Female				
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate			
Population 18 to 24 years	3,237	+/-87	1,756	+/-76	1,481			
Less than high school graduate	15.9%	+/-4.3	18.6%	+/-5.7	12.7%			
High school graduate (includes equivalency)	31.3%	+/-6.6	34.6%	+/-9.3	27.3%			
Some college or associate's degree	50.8%	+/-8.4	46.1%	+/-12.2	56.3%			
Bachelor's degree or higher	2.0%	+/-1.4	0.7%	+/-0.6	3.6%			
Population 25 years and over	32,131	+/-87	15,725	+/-78	16,406			
Less than 9th grade	3.8%	+/-0.7	4.1%	+/-1.0	3.5%			
9th to 12th grade, no diploma	7.2%	+/-0.6	7.1%	+/-0.9	7.3%			
High school graduate (includes equivalency)	26.3%	+/-1.4	26.4%	+/-2.1	26.2%			
Some college, no degree	29.8%	+/-1.4	29.3%	+/-1.9	30.2%			
Associate's degree	9.1%	+/-0.9	7.7%	+/-1.1	10.4%			
Bachelor's degree	16.3%	+/-1.2	17.2%	+/-1.8	15.3%			
Graduate or professional degree	7.6%	+/-0.8	8.2%	+/-1.2	7.0%			
Percent high school graduate or higher	89.0%	+/-0.9	88.7%	+/-1.4	89.2%			
Percent bachelor's degree or higher	23.9%	+/-1.5	25.4%	+/-2.0	22.4%			
Population 25 to 34 years	4,331	+/-81	2,242	+/-63	2,089			
High school graduate or higher	86.8%	+/-3.4	84.5%	+/-5.9	89.2%			
Bachelor's degree or higher	20.2%	+/-4.9	17.7%	+/-5.5	22.9%			
Population 35 to 44 years	4,487	+/-51	2,229	+/-23	2,258			
High school graduate or higher	86.5%	+/-3.2	91.2%	+/-3.1	81.9%			
Bachelor's degree or higher	21.8%	+/-4.0	19.7%	+/-5.6	23.9%			
Population 45 to 64 years	14,165	+/-90	6,848	+/-62	7,317			
High school graduate or higher	90.8%	+/-1.0	88.8%	+/-1.9	92.7%			
Bachelor's degree or higher	25.2%	+/-2.0	24.9%	+/-2.4	25.4%			
Population 65 years and over	9,148	+/-41	4,406	+/-24	4,742			
High school graduate or higher	88.3%	+/-1.3	89.5%	+/-1.9	87.2%			
		+/-3.1	33.1%	+/-4.2	16.6%			

Subject	Siskiyou County, California						
	Tota	al	Mal	Female			
Date of the state	Estimate	Margin of Error	Estimate	Margin of Error	Estimate		
POVERTY RATE FOR THE POPULATION 25 YEARS AND OVER FOR WHOM POVERTY STATUS IS DETERMINED BY EDUCATIONAL ATTAINMENT							
Less than high school graduate	31.2%	+/-5.0	29.4%	+/-5.9	32.9%		
High school graduate (includes equivalency)	20.3%	+/-2.6	18.7%	+/-3.3	21.9%		
Some college or associate's degree	15.1%	+/-1.8	15.8%	+/-2.5	14.5%		
Bachelor's degree or higher	10.2%	+/-2.2	9.7%	+/-2.9	10.8%		
			***************************************				
MEDIAN EARNINGS IN THE PAST 12 MONTHS (IN 2013 INFLATION-ADJUSTED DOLLARS)							
Population 25 years and over with earnings	25,580	+/-1,096	27,768	+/-2,152	22,253		
Less than high school graduate	18,630	+/-1,970	22,991	+/-6,080	11,521		
High school graduate (includes equivalency)	22,612	+/-2,868	26,476	+/-3,720	17,448		
Some college or associate's degree	25,197	+/-1,393	27,190	+/-1,936	21,719		
Bachelor's degree	31,793	+/-6,607	33,750	+/-13,143	27,003		
Graduate or professional degree	48,468	+/-7,902	46,250	+/-23,847	50,281		
PERCENT IMPUTED							
Educational attainment	4.5%	(X)	(X)	(X)	(X)		

Subject	Siskiyou County, California
	Female
	Margin of Error
Population 18 to 24 years	+/-35
Less than high school graduate	+/-5.5
High school graduate (includes equivalency)	+/-6.9
Some college or associate's degree	+/-7.3
Bachelor's degree or higher	+/-3.0
Population 25 years and over	+/-40
Less than 9th grade	+/-0.8
9th to 12th grade, no diploma	+/-0.9
High school graduate (includes equivalency)	+/-1.8
Some college, no degree	+/-1.9
Associate's degree	+/-1.3
Bachelor's degree	+/-1.5
Graduate or professional degree	+/-1.1
Percent high school graduate or higher	+/-1.1
Percent bachelor's degree or higher	+/-1.7
Population 25 to 34 years	+/-52
High school graduate or higher	+/-3.6
Bachelor's degree or higher	+/-6.3
Population 35 to 44 years	1/ 40
High school graduate or higher	+/-49 +/-5.6
Bachelor's degree or higher	+/-5.9
Population 45 to 64 years	+/-55
High school graduate or higher	+/-1.1
Bachelor's degree or higher	+/-2.6
Population 65 years and over	+/-33
High school graduate or higher	+/-2.1
Bachelor's degree or higher	+/-3.3
POVERTY RATE FOR THE POPULATION 25 YEARS AND OVER FOR WHOM POVERTY STATUS IS DETERMINED BY EDUCATIONAL ATTAINMENT Less than high school graduate	L/G.E.
High school graduate (includes equivalency)	+/-6.5
Some college or associate's degree	+/-3.6 +/-2.4
Bachelor's degree or higher	+/-3.3
MEDIAN EARNINGS IN THE PAST 12 MONTHS (IN 2013 INFLATION-ADJUSTED DOLLARS) Population 25 years and over with earnings	
Less than high school graduate	+/-2,137 +/-928
High school graduate (includes equivalency)	+/-926
Some college or associate's degree	+/-2,433
Bachelor's degree	+/-2,433
Graduate or professional degree	+/-11,500
PERCENT IMPUTED	
Educational attainment	: (X)

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data).

3 of 4 02/23/2015

The effect of nonsampling error is not represented in these tables.

While the 2009-2013 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2009-2013 5-Year American Community Survey

#### Explanation of Symbols:

- 1. An '\*\*' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
- 2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
  - 3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
- 4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
  5. An '\*\*' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
- 6. An '\*\*\*\*\* entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
- 7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
  - 8. An '(X)' means that the estimate is not applicable or not available.

#### **2/19/2015 Council Report**

From: Tom Waddell

Position: Grant Writer

**Action Items:** KCDC planning grant from EDA, approve Resolution # 15-R-026 for submittal of EDA planning grant for \$55,000.

Proposals Initiated/Under Consideration:

#### CTAS – Grant was completed and will be submitted by Emma.

(CTAS) with a deadline date of February 24, 2015. I have completed Area 9 that covers Youth Activities and it will be included with Emma's and April's submission to CTAS as one portion of the grant application.

#### **Performance Partnership Pilots (P3) - TANF**

Lester and I have looked at this opportunity and Lester decided not to apply. It will be highly competitive and was not be feasible at this time.

Purpose of Program: The Performance Partnership Pilots (P3) program, authorized by the Consolidated Appropriations Act, 2014, Division H, Section 526 (the Act), will enable up to ten pilot sites to test innovative, outcome-focused strategies to achieve significant improvements in educational, employment, and other key outcomes for disconnected youth using new flexibility to blend existing Federal funds and to seek waivers of associated program requirements. P3 pilots will receive start-up grants to support ongoing planning, streamlined governance, strengthened data infrastructure, improved coordination, and related activities to help pilots improve outcomes for disconnected youth.

#### **EPA Hazmat Training has been submitted.**

Deadline Feb 3, 2015

**2015 AmeriCorps** – Karen and KCDC Board has decided not to apply.

#### Fish and Wildlife Service - California and Nevada Notice of Funding Availability

The Tribe is eligible for this grant and I have shared ideas and emails with Bill T. We are just getting started on this opportunity. It is not due until Sept. 25, 2015.

Possible categories:

15.669 -- Cooperative Landscape Conservation

15.608 -- Fish and Wildlife Management Assistance

Bill is interested in funding a Tribal Wildlife Biologist.

#### Award Ceiling: \$100,000

Bill and I have emailed back and forth and I will put together a Timeline and started the research for this grant.

#### CONSTRUCTION MANAGER

#### **COUNCIL REPORT**

#### FROM 1-15-15 TO 2-18-15

HIGHLIGHTS FOR MONTH: CONSTRUCTION

Katishraam project is beginning to proceed at a more rapid pace. Footings and slab for the gym section have been poured. Most of the west and north slope have been pulled. Electrical and plumbing have been placed and the first pour for the south end is scheduled for Friday the 20<sup>th</sup>. Excavated spoils are being hauled to the top of the ridge dumping site. Once the rest of the slab and footings are poured, things should move even better since rains and storms won't affect as much. Yreka Clinic HVAC 100% design and estimate will be finished on Friday the 20<sup>th</sup> of February.

#### Maintenance

Two main priorities for the maintenance crew are the maintenance shop re-hab and the Yreka office move project. The maintenance shop project is proceeding with rebuilding the rot damage in the sill plates and floor joists so that new siding can be placed. This is being done with a two man crew plus one TANF worker when we can get him. The other two man crew is working the Yreka project soundproofing the old conference room and have already moved one door and moved the sink and counter to inside the hallway. One crew has traveled to Orleans several times to help Hawk catch up. There has been work done on the gym roof, on the RV park trailer heating ducting. The vice-chairman has pulled one man from the Yreka crew to clean up at the RV Park leaving only one man to continue on the Yreka project. The new auto mechanic started work on the 16<sup>th</sup>, a Monday

#### CONSTRUCTION MANAGER

#### **DAILY LOG**

- 1-15-15 Invoice paperwork. Phone conference with design engineer for Yreka HVAC.Work with Daniel and Nate making list for shop re-hab, windows, doors, siding etc. Attend Council planning meeting.
- 1-16-15 Staff meeting, deal with staff member issue. Patch vent hole in computer room. Check on mechanics and get updates from them.
- 1-19-15 Holiday
- 1-20-15 Yreka, Katishraam project. Pump water and dig footings.

- 1-21-15 Orleans, check in at DNR for carpet replacement and building painting measurements. Paper work back at office
- 1-22-15 Sick, cold flu
- 1-23-15 Invoice paperwork. Crew scheduling. Find plans for Orleans , DNR and TANF, for estimate work. Try to contact Annie to get Yreka project set up.
- 1-26-15 Yreka, Katishraam. Pulling slope, moving spoils. Concrete crewsetting up to start forming up for gym slab and footings. Setting grade on footings.
- 1-27-15 Work on DNR estimate, bad working conditions, middle of maintenance shop re-hab. Noise, dust and cold.
- 1-28-15 Yreka, Katishraam. Moving spoils to top of ridge. Prepping footing excavations. Forming for concrete. Start electrical layout and laying conduit. Advantage Paving delivering base rock to site.
- 1-29-15 Work on estimate for DNR/TANF. Work with Sam on temporary power out to work area of shop re-hab. Change door handle to shop computer room.
- 1-30-15 Invoice paperwork. Cleanup shop and haul load to ranch to burn pile. See Robert for updates to Yreka HVAC.
- 2-2-15 Yreka, Katishraam. Concrete forming. Pumping water from perimeter of pad. S&B James delivered equipment to site, (concrete company). Raining all day.
- 2-3-15 Crew schedules. Start review of 95% HVAC design plans. Meet with Les and discuss changes to HC and Yreka offices. See mechanics about service due to #121. Schedule picking up Subaru in Medford and changing out hydraulic pump on lift truck.
- 2-4-15 Yreka, Katishraam. 1<sup>st</sup> concrete pour. S&B using 11 man crew, Southern Oregon Concrete Pumping truck. Footing prep for second pour. Electricians trenching and laying conduit. Construction meeting to determine best method for excavating extra hard rock found in seams throughout the site.
- 2-5-15 Hard rain. Crew schedule. Funeral at Ferry Point, check out grave site. Take crew down to Ferry Point to show layout. Ranch with Jody for unused vehicle info.
- 2-6-15 PO paperwork. Remind crew of schedule for today. Review three schedule for DT Builders, (Katishraam). Go over vehicle list. Go over list of things for crew to have Monday for digging grave at Ferry Point.
- 2-9-15 Katishraam project. Check storm damage, Doc's Mobile Service crew pumping surface for four day of storm. Doesn't look too bad considering amount of rain. Time cards and mileage forms back in office.

- 2-10-15 Katishraam, pour north part of gym slab. Prep center portion for nest pour. Prep footings for south end of building.
- 2-11-15 Katishraam, pour concrete middle third of gym slab. Prep footing for south phase of concrete.
- 2-12-15 Invoice paperwork, crew schedule. Work on fitting and rehanging door on computer room. Work with Ron Reed on Food Grant issues. Work on door frame again. Help I,T. guys load old heavy copier.
- 2-13-15 Payroll. Invoice paperwork. Review estimate for gutters for shop re-hab, roofs and breezeway. Finish putting shims and hanging door on computer room.
- 2-16-15 Katishraam, concrete forms and prep for next pour. Ray-Mac start layout for HVAC. Went to Medford for maintenance supplies for gym roof.
- 2-17-15 Katishraam, concrete forming, load and haul spoils. Foundation prep. Trench to lay electrical conduit. Check out Nat and Sam at Clinic project.
- 2-18-15 Invoice paperwork. Phone and computer off due to shop re-hab work. Take new mechanic to auto shop and discuss schedules with mechanics. Talk with Daniel and staff member about medical leave. Phone call to design engineer for Yreka HVAC, 100% plans and estimate scheduled to be finished by Friday.

#### Carolyn Smith—People's Center Coordinator—Report For Council Meeting: February 26, 2015 Reporting dates: January 15-February 19, 2015

First, I would like to thank the Council for the opportunity to serve the Karuk Tribe as the People's Center Coordinator. I would also like to acknowledge and thank a number of people for their enormous efforts. Sammi Offield, in particular, has been invaluable because of her efforts on grants, grant reporting, and People's Center operations. Cat Turner has worked very hard on the People's Center Gift Shop and has maintained it very well. Brittany Souza has made a wonderful impact on the gift shop and museum, applying her organizational skills. And Lisa Hillman has been an enthusiastic asset to the Library program, taking on the monumental task of writing the IMLS Enhancement grant.

#### **Action Items:**

- Request to accept the return of over 1000 stone tools and flakes from
  archaeological surveys performed in Karuk territories in the 1970s to access into
  our museum collection. This collection of artifacts would make an excellent
  teaching collection and there is a lot we can learn from the finished tools and
  arrowheads, as well as the leftover materials that will show how the tools and
  points were made.
- Request to start new Facebook site for the People's Center that is connected to the official Karuk Announcements Facebook site. This site would allow us to immediately reach out to Karuk members, descendants and local communities, sharing information about future exhibitions, events, and sales at the gift shop.

#### **Achieved during reporting period:**

- Attended weekly meetings with Sammi Offield who has been bringing me up to speed on open grants, funding opportunities, and many other things.
- Attended meeting at the Siskiyou County Historical Museum on January 21, 2015 to learn more about the Museum Assessment Program, conducted through the American Association of Museums.
- Currently working with Verna Reece and Paula McCarthy to start preparations for this year's Basketweavers Gathering. Agenda, registration form, and flyer have been prepared and sent out. Raffle tickets are now being sold. Prepared and sent out RFP for Basketweavers Gathering Cook.
- Attended viewing of video made for Autry NAGPRA grant. I am currently in contact with Julian Lang regarding updates and completion of the project.

- Attended PCAC meeting. Unfortunately, due to availability issues, this meeting was informational only, since there were not enough committee members to create a full quorum. We viewed a rough edit of the video made for the Ikmaháchraam project, offering comments to the videographer and informally discussed funding, repatriation, exhibition, and other issues, including the strategic and disaster preparedness plans, and policies for photography, videography, and sound recording in the Museum.
- Worked closely with People's Center gift shop employees, Cat Turner, Brittany Souza, and our new on-call hire, Kimberlee Henderson, who have thoroughly cleaned the store, remerchandised and created new signage, and are now developing an employee handbook of daily procedures. Ordered new merchandise from current and new vendors. Received training on the cash register, credit card machine, and inventory records from Cat Turner and Brittany Souza, so that I can cover breaks, as needed.
- Attended meeting with Ron Reed and Noreen Ferris regarding the USDA Food Security grant initiative of developing Native plants and food gardens at locations in Happy Camp.
- Worked with the Santa Rosa Rancheria to repatriate a basket that was held in their collection for nearly 100 years. Will be picking up this basket on Monday, February 23, 2015.

#### **Grants—Reporting and New Opportunities:**

- Prepared and sent our RFP for pesticide testing of nine items repatriated from the Benton County Historical Society in 2012, for NAGPRA Grant, FY2007. The objects targeted for testing are ones that would likely be handled by people for ceremony and so the importance of understanding the contamination levels, if present, is imperative.
- Following up with Özge Gençay Üstün, conservator with the Autry National Museum regarding pesticide testing of over 30 objects that will be eventually targeted for repatriation. This is in compliance with NAGPRA Grant, FY2012. Sammi Offield has worked with the NPS to get this grant and the Benton County Historical Society NAGPRA grant extended so that we do not lose out on the opportunity to test these objects for the safety of the museum staff and community members.
- Currently working on three grant opportunities:
  - 1) NAGPRA consultation and documentation grant, targeting the Peabody Museum of Archaeology and Ethnology, with the largest concentration of funds going toward pesticide testing;
  - o 2) First Nations Native Youth and Culture Fund, a one-year grant targeting intergenerational collaboration with the three communities: Yreka, Happy

- Camp, and Orleans to learn about, gather materials for, and prepare bark skirts;
- O 3) IMLS Enhancement grant. The IMLS Enhancement Grant, written by Lisa Hillman, is a two year project, focused on professional development in-house preservation and digitization of materials, documentation of the cultural management practices and traditional knowledge, as well as community capacity-building.

#### **Karuk Community Health Clinic**

64236 Second Avenue Post Office Box 316 Happy Camp, CA 96039 Phone: (530) 493-5257 Fax: (530) 493-5270



#### **Administrative Office**

Phone: (530) 493-1600 • Fax: (530) 493-5322 64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

#### **Karuk Dental Clinic**

64236 Second Avenue Post Office Box 1016 Happy Camp, CA 96039 Phone: (530) 493-2201 Fax: (530) 493-5364

### Sandi Tripp Department of Transportation Director

For Council Meeting on February 19, 2015 Reporting Period January 22 – February 19, 2015

As of February 2015 the Karuk Tribe Transportation Program will follow the Tribal Council recommended format for Monthly Tribal Council Reports. The information provided in this report reflects approved projects/tasks in our current FHWA Tribal Transportation Improvement Program (TTIP).

Note: During this report period the Department of Transportation completed a revised TTIP for FY 2015-2019. We received approval by Tribal Council (Resolution # 15-R-007) and the documents have been submitted to FHWA for final approval. I expect the FHWA approval process to be completed by next report period; at that time additional projects will be incorporated in to my monthly reports.

#### GENERAL PROGRAM SUMMARY

The Karuk Tribe executed a Program Agreement with the Federal Highway Administration (FHWA) in December 2013, for operation and administration of a Tribal Transportation Program under FHWA over sight. As stipulated in this agreement, the Tribe exercises responsibility for the following activities:

- General transportation planning, including development and submission of long range transportation plan and Tribal Transportation Improvement Program (TTIP);
- Program administration;
- Design, construction, and management of transportation projects;
- Transportation facility maintenance;
- Coordinate with FHWA to ensure environmental compliance on all Karuk Tribal construction projects.
- Other TTP program-eligible activities as authorized.

Funding is allocated to the Karuk Tribe on an annual basis through Referenced Funding Agreements pursuant to the Karuk Tribe's Tribal Transportation Program Agreement with the Department of Transportation, Federal Highway Administration.

## TRIBAL TRANSPORATION IMPROVEMENT PROGRAM (TTIP) PROJECT SUMMARIES

#### **Project Title: Itroop Road Construction (Phase II)**

Description: Reconstruction of TTP Route #0111.

**Status:** Currently in the planning and coordination phase of this project with the Karuk Tribal Housing Authority (KTHA), ensuring that road infrastructure funding is identified when requesting financial assistance from HUD to construct the planned housing for this Tribal property. This route has significant safety issues for local residents and is identified as a priority route by the Karuk Tribal Council. Maintenance is being performed as necessary.

#### **Project Title: Red Cap Road Bike Way**

Description: Reconstruct Red Cap Road – shoulder widening pedestrian and bicycle safety.

**Status:** Partially funded through a grant from Humboldt County and the State of California Dept. of Transportation in the amount of \$420,000. The Karuk DOT developed a proposal for funding in the amount of \$872,000 and submitted it to FHWA under the engineering category of the TTP Safety Fund. Awards not yet announced.

#### **Project Title: Red Cap Road Realignment**

Description: Realignment and widening of highly trafficked rural county road - Red Cap Road in Orleans from PM 0.95 to 1.25.

**Status:** Project Study Report has been completed and will be incorporated into the information base to the Red Cap Road Bikeway final design. This Project will be completed with construction of the Red Cap Road Bike Way Project.

#### **Project Title: Tishawniik Hill Bike Way**

Description: New construction to create a 2.4 mile long safe bike/pedestrian path through the town of Orleans, from lower Tishawniik to Red Cap Road.

**Status:** This route has significant safety issues for local residents and is identified as a priority facility by the owner and the Karuk Tribal Council. The Karuk Tribe DOT coordinated with the route owner and has identified several individual safety projects that are within the corridor noted above. The Karuk Tribe DOT plans to develop a new TTIP, and will divide the Tishawniik Hill Bike Way project as documented in collaborative planning sessions held during this reporting period.

#### **Project Title: Jacobs Extension 815**

Description: Reconstruction of TTP Route #0023 / "KCDC / KTHA Parking Facility"

**Status:** The Karuk DOT received project bids and awarded the contract for construction to begin July 2013. Project completion date: August 2013.

#### **Project Title:** Asip Extension 815 (Orleans Wellness Center Parking Facility Project)

Description: Construction of a parking facility for the Karuk Tribal Wellness Center, as well as the Karuk Tribal Elders and Computer Centers.

**Status:** Project completion date: December 2014, Final Closeout Report planned for February 2015.

#### **Project Title: 2% Planning**

The Karuk Tribe DOT is working on updating the current LRTP. We plan to incorporate all transportation facilities, including, but not limited to roads, trails and river access points.

#### 1. TTP Inventory

**Status:** Transportation planning staff made updates to the TTP inventory to include road sections for newly proposed project priorities. Additionally, the Karuk DOT is working with BIA Regional Roads Program staff to review all unofficial facilities and revise as necessary, to ensure all Karuk Tribal TTP Inventoried facilities receive official status.

#### 2. TTIP Updates

**Status:** During this report period the Department of Transportation completed a revised TTIP for FY 2015-2019. We received approval by Tribal Council (Resolution # 15-R-007) and the documents have been submitted to FHWA for final approval. I expect the FHWA approval process to be completed by next report period; at that time additional projects will be incorporated in to my monthly reports.

#### 3. Tribal and Regional Coordination During Report Period

**Status:** Attended monthly Tribal Council and Planning meeting, North Coast Tribal Transportation Commission (NCTTC), Tribal Transportation Program Coordinating Committee, HCAOG Technical Advisory Committee, Karuk Tribal Management Team and Working Group meetings, Cultural Resources Advisory Board Meetings, FHWA Consultation Meeting 25CFR Part 170, Caltrans Native American Advisory Committee (CNAAC), Caltrans California Transportation Plan 2040,

#### **Project Title: Transit**

Description: Currently utilizing the Siskiyou County STAGE bus for transit opportunities between Orleans and Yreka.

**Status:** Worked with the Federal Transit Administration (FTA) – National Transit Database to report vehicle revenue miles and operational costs for FY 13 database. Received notice from FTA of eligibility for Tier 1 of the TTP (Section 5311(c)) formula apportionment. FTA Tribal Transit Apportionment: \$7,667 Route Expansion: Collaborative planning efforts with neighboring Tribes to expand transit routes within Karuk Tribal service area. Route expansion expected FY 2015.

#### **Project Title: Road Maintenance**

**Description:** Road maintenance funding provides staff and operational coverage for the activities listed below, as performed by a crew from the Karuk Tribe Department of Transportation. Activities

- Street Sweeping
- Debris and brush removal from roadside and gutters
- Minor roadway patching/crack sealing
- Curb painting
- Road striping
- Grading, ditch and drainage maintenance
- Equipment and vehicle lease, maintenance and repair
- Ongoing route review to identify maintenance and project needs

#### **Expenditure/ Progress Chart**

		Total Budget to	Expensed		%
Program	Code	Date	to date	Balance	Expended
Federal					
Highway					
Administration					
(FHWA)	2231-00	\$459,832	\$102,273	\$357,559	22%
		Month #			Extension
	Total	for report	# Months	%	Option
<b>Term Dates</b>	Months	period	Remaining	Completed.	Y/N
10/1/2014 -					
10/1/2015	12	4	8	33%	N
Progress		Date	Fiscal		Date
<b>Report Due</b>		Completed	Report		Completed
Date	<b>Completed?</b>	By?	<b>Due Date</b>	<b>Completed?</b>	By:
3/31/15	No	3/31/15	10/1/2015	N	3/31/15

#### **Comments:**

All projects are meeting milestones as planned. I expect additional RFA's in the amount of approximately \$229,123 for FY 2015.

#### **Action Items:**

No Action Items at this time.

#### Directors (Scott Quinn, Tribal lands Management) Report

For Council Meeting on (February 26, 2015) Reporting Period January 15<sup>th</sup>, 2014 to February 18<sup>th</sup>, 2013

**Project Title:** Land Management Activities

Deliverables:

Task 1 - Review Junction Elementary Title VII Impact Aid Documents for approval.

Achieved during report period: 100%

Task 2 - Produce Karuk Cultural Management Area Maps for Craig Tucker/DNR.

Achieved during report period: 100%

Task 3 – Track down BIA Solid Waste Funding for Earl Crosby/DNR Watershed Crew.

Achieved during report period: 90%

Task 4 – Obtain Appraisal for the old Indian Creek café Building.

Achieved during report period: 5%

Task 5 – Review/Comment on KT/KTHA Agreement and Resolution to extend Yreka Housing

Residential Master Lease.

Achieved during report period: 100%

Task 6 – Updated Tribal Lands Files, Evans II, Zink, and Sanders.

Achieved during report period: 100%

Task 7- Looked into Yreka Clinic adjacent property as potential acquisition.

Achieved during report period: 10%

Task 8 – Obtained draft Letter and sent to CDF&FP regarding ownership of NITMP Unit 2 on

Sanders Property.

Achieved during report period: 100%

Task 9 – Site Visit with KTHA Staff to Skyline and Evans Properties to investigate potential

ROW's.

Achieved during report period: 100%

Task 10 – Working with our surveyor on MCWC/Orleans motel property ROW.

Achieved during report period: 90%

Task 11 – Reviewed/Commented on Craig Tuckers Draft Consultation Policy.

Achieved during report period: 90%

Page 1 of 2

**Scott Quinn, Tribal lands Management** 

Task 12 – Reviewed KTHA EA for the Yreka Tax Credit Housing Project.

Achieved during report period: 100%

Task 13 – on 2/12/15 I met with other tribal Directors and Inventoried the Oak Knoll Building and cut some brush there.

Achieved during report period: 20%

Project Title: Casino Project

Deliverables:

Task 1 – Reviewed Coquille Restoration Act, NIGC Lands Opinions, etc. On 2/3/15 I met with Cow Creek and attended the Coquille EIS Scoping Meeting.

Achieved during report period: 10%

Task 2 – Developed ENPLAN, Bray, AES, Srimsher Contracts, and update my Contract Summary Sheet. On 1/20/15 I participated in the Owner Rep RFQ Ranking.

Achieved during report period: 10%

Task 3 – On 1/29/15 I met with Council, Staff, and a potential casino financier in Yreka.

Achieved during report period: 100%

Task 4 – Researched and walked potential wetlands area in Yreka.

Achieved during report period: 100%

Task 5 – Continue to participate in weekly conference calls regarding the Casino design/cpnstruction.

Achieved during report period: 100%

Task 6 – On 2/6/2015 I met with our new Owner Rep and Steve Baker regarding the CUP.

Achieved during report period: 70%

Task 7 – Working with consultants to get the Drainage Narrative and Photometric Study.

Achieved during report period: 10%

# Karuk Tribe



CONTRACTOR NAME	CONTRACT #	CATEGORY	SCOPE	START DATE	END DATE	TOTAL	INVOICED	REMAINING	AMMEND #1 SCOPE	AMMEND #2 SCO
AES	15-C-035	Casino	Arbitration Whitness	1/15/2015	1/26/2015	2,000	0	100%		
ray Engineering	15-C-032	Casino	TOPO Off-Site Imp.	1/8/2015	12/31/2015	18,500	0	100%	Terms in Attachment A	
Reliable Security	15-A-008	Casino	Low Volt Sec Design	11/6/2014		28,500	0	100%		
Cascade Design	15-A-003	Casino	CD's Off Site Infrastructure	10/23/2014	3/31/2015	6,963	2,094	70%		
NPLAN	<del>14 C 009</del>	Casino	Wetlands Deliniation	10/2/2014	12/31/2014	<del>4,200</del>	<del>3,980</del>	<del>5%</del>		
NPLAN	14-C-115	Casino	SWPPP	10/2/2014	12/31/2015	8,000	2,834	65%	Extended	
NPLAN	15-C-057	Casino	High Water & Off Site Evals	2/12/2015	6/31/2015	6,000	0	100%		
ascade Design	14-C-116	Casino	CEQA Stormwater Narrative	10/2/2014	12/31/2015	4,500	2,375	47%		
roup West	9/8/2014	Casino	Construction Docs	9/8/2014	12 Weeks	322,000	281,693	13%		
ittelson	14-C-098	Casino	Transportation Impact Study	7/24/2014	9/30/3014	39,865	23,697	41%	Initial Phase Model Run	
like Scrimsher	15-C-056	Casino	Owner Rep	2/2/2015	12/31/2015	125,000	7,560	94%		
Villiam Rich	14-C-099	Land	Tebbe, etc. Cultural Resource Investigation	7/24/2014	10/31/2014	9,284	0	100%		

#### **Department of Natural Resources**

39051 Highway 96 Post Office Box 282 Drleans, CA 95556 Phone: (530) 627-3446 Pax: (530) 627-3448



#### **Orleans Medical Clinic**

39051 Highway 96 Post Office Box 249 Orleans, CA 95556 Phone: (530) 627-3452 Fax: (530) 627-3445

#### **Administrative Office**

Phone: (530) 493-1600 • Fax: (530) 493-5322 64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

## DEPARTMENT OF NATURAL RESOURCES TRIBAL COUNCIL REPORT February 2015

Please accept the following information as the Department of Natural Resources written report for the upcoming Tribal Council Meeting.

#### WATER QUALITY COORDINATOR/ Susan Corum

Participated in the following meetings/processes:

- Attended IMIC meeting in Yreka.
- Participated in conference calls related in IMIC-measures 11 (nutrient reduction) and 15 (water quality monitoring).
- Attended meeting of coalition or Tribe and NGO's for Westside salvage.
- Read documents and met with staff to discuss Westside salvage.
- Participated in conference calls for various CHAB (toxic algae) groups: state workgroup steering committee, state workgroup to update guidance, and a technical advisory committee.
- Edited CHAB legislation that the Tribe is co-sponsoring.
- Participated in FASTA (Klamath flows) call.
- Engaged with flow coalition to submit comments to SWRCB on 2014 303d list.
- Planning consultation meeting with Regional Water Board for some time in late March.
- Attended a DNR coordinator meeting.
- Working on draft proposal for 106 funding to EPA.
- Working with USGS to offer a Tribal Training Program for aquatic macroinvertebrate sampling, processing, and identification.

#### Reports

- Council Report
- EPA Quarterly Report

#### Water Quality Crew Update

- High water event made things interesting. We had to pull equipment out of the high water and change sampling a bit.
- Grant is off work waiting for his second kid to arrive (hopefully by the time of the council meeting).

#### FISHERIES PROGRAM/Toz Soto

The fisheries program is preparing for upcoming projects, proposals, study plans, reports, in-stream restoration projects and continuing work on winter field projects.

Most of the current field work includes tasks related to the Coho Ecology Study. Tasks include maintenance of PIT tag detection systems, winter rearing population estimates and operations of a rotary screw trap at Big Bar. Addition rotary traps will be installed in the mainstem Klamath near Interstate, Kinsman Creek and on the lower Salmon River. Proposals are being developed for the Annual Funding Agreement (AFA) with the Bureau of Reclamation and the Salmon Recovery grant with the Klamath River Inter-Tribal Fish and Water Commission. Study plans are under development for upcoming Pacific Lamprey studies. Reports are in progress for FY 2014 AFA projects. A draft technical report for the Coho Ecology Study is under review and expected to be final at some point this spring.

Progress has been made on the Seiad Creek Channel Restoration Project including work to secure environmental permits and planning. The project final design still needs to be completed, so therefore additional engineering contract work is a task for this coming spring. Project implementation is expected to be completed this summer and fall. The program is providing support for implementation of legal settlements including the lawsuit with Montague Irrigation District and California Department of Fish and Wildlife with respect to regulations of suction dredge mining.

Additional program work includes participation on the Bureau of Reclamation's Flow Account Scheduling Technical Advisory (FASTA) Team. The work includes participation in bi weekly meetings to discuss Klamath River flow scheduling in regards to real-time hydrologic conditions with the purpose of managing water to balance fisheries needs and irrigation demands. The lack of measurable snow pack is major concern for the health of fisheries resources in regards to summer flows and water quality. Fish kills will likely occur this summer much like last summer if snow pack conditions do not improve. Water temperatures recorded last year were the hottest on record and resulted in record numbers of dead Spring Chinook found in the Salmon River.

Fisheries program staff is participating in collaborative restoration planning for in stream restoration projects proposed for the Salmon River. An in steam planning group has formed including representatives from NOAA Fisheries, US Forest Service, California Department of Fish and Wildlife and the Salmon River Restoration Council. The group has been meeting over the past year with the goal of developing a prioritization table to be used as a planning tool for development of stream restoration proposals. For more information regarding the Fisheries Program, contact Toz Soto at tsoto@karuk.us or 627-3116.

#### KLAMATH CAMPAIGN COORDINATOR/ Craig Tucker

#### Updates

- Suction Dredge moratorium like to last rest of year
- KNF consultation on Westside Fire sale begins
- DOI will fund purchase of property at mouth of Salmon River
- Consultation Policy

Suction Dredge Moratorium likely to last rest of Year

Although my last report noted that Judge Ochoa who presides over the suction dredge litigation we are involved in recently issued a ruling that goes against us, that ruling has been effectively trumped by the California Supreme Court. In a case we are not involved in, a miner was arrested for illegally operating a dredge and he made effectively the same legal arguments in his defense that the miners we are in court with are making. That is, that California is pre-empted by the 1872 Mining Act from banning dredge mining.

Our Judge's ruling will essentially be set aside pending a ruling by Supremes on this issue. We don't expect the Supremes to get to it for 6-9 months and in the meantime the moratorium remains in place.

KNF consultation on Westside Fire sale begins

I believe that KNF failed to effectively notify the Tribe and formally request consultation on the Westside Fire Sale while they forged ahead through scoping and developed plans to fast track the project. We have what I think we should call the Initial Consultation Meeting set for February 19, 2015.

DOI will fund purchase of property at mouth of Salmon River

Last fall, DNR staff, Jaclyn Goodwin, Councilman Saxon, and Chairman Attebery met with John Bezdek from Interior. We raised the point that in the Klamath Settlement process both Yurok and Klamath Tribes have demanded benefits for participating and essentially "hanging in there" as we have struggled to pass legislation. I asserted that Karuk also deserves some benefits for remaining committed to the team approach despite slow progress.

One issue we raised was acquisition of the Langford Parcel near the mouth of the Salmon River. This week, I was informed by Mr. Bezdek that \$170,000 is being routed through BIA to us for purchase of this important piece of land.

**Consultation Policy** 

I recently presented the draft Consultation Policy to the Management Team and received feedback. I have edited the document to reflect this feedback and I think the edits are a dramatic improvement.

It is my understanding that I am to bring the edited document back to the Management Team at their next meeting for one more round of feedback.

### WATERSHED RESTORATION PROGRAM/ Earl Crosby

Will provide verbal at DNR/Council Meeting in March

### ENVIRONMENTAL ADMINISTRATIVE COORDINATOR/Carley Whitecrane

DNR is still struggling with Outlook continuity for all and Microfund connection for Donalene Griffith. IT is having a difficult time getting an EXCEDE technician down to Orleans to install the new satellite. There have been 3 or 4 cancellations. Our new copier seems to be working well.

- 1st Quarter Reporting for GAP work plan
- Updating Integrated Solid Waste Management Plan
- RENO, NV RTOC Travel (I was very sick for the entire conference)
- o RTOC Charter final review
- o Tribal Science Caucus conference call

### FOOD SECURITY PROGRAM COORDINATOR /Lisa Hillman

\*Request to authorize the submission of the Nanu'ithivthaaneed-Karuk Digital Enhancement for Tribal Libraries proposal in support of Tribal Libraries in Happy Camp and Orleans and the Sipnuuk Digital Library to the 2015 IMLS Native American Tribal Libraries Enhancement Grant Program in the amount of \$150,000 (draft form attached)

### Food Security Program Coordinator's Council Report Lisa Hillman Tribal Council Meeting 02/26/15

Please note information/activities are for the period of: 01/15/2015 through 02/18/15.

Action items: Request to authorize the submission of the **Nanu'ithívthaaneen** – **Karuk Digital Enhancement for Tribal Libraries** proposal in support of Tribal Libraries in Happy Camp and Orleans and the Sípnuuk Digital Library to the 2015 IMLS Native American Tribal Libraries Enhancement Grant Program in the amount of \$150,000(draft form attached).

The YR 3 Funding for the Karuk Tribe's USDA Food Security Project Grant has finally been released. In addition to our Food Security Project Youth Camps, intergenerational Native Foods Workshops, Ishkêesh'túnviiv After-School Program, Community/Native Plants Garden and Food Crew activities, K-12 Native Food System Curriculum Development, and Sípnuuk Digital Library, Archives and Museum, we have received funding for our Learning from our People, Learning from the Land Project; Urípih'úhthraam Project (Garden Network); and the Native Foods portion of a collaborative USDA Farm to School Grant, Nanu'ávaha. We are also working actively with the Karuk Temporary Assistance to Needy Families (TANF) Program to implement a digitization training program that targets the second purpose of TANF: To end dependence of needy parents on government benefits by promoting job preparation, work and marriage.

The Food Security Project is also working collaboratively with the People's Center Coordinator and the Panamnik Library Coordinator to facilitate training opportunities to help sustain and improve the conditions of our natural and human resources, to actively seek changes to internal and external policies that affect the effective pursuit of protecting, promoting, and preserving the cultural/natural resources and ecological processes upon which the Karuk People depend, as well as to ensure that the integrity of natural ecosystem processes and traditional values, such as subsistence living, are incorporated into current and future management strategies within our area of influence. We are confident that our Project will strengthen positive Tribal identity, and encourage our community to improve their lives through re-connecting with Tribal values.

Currently the Project Coordinator is working with the Deputy Director of Eco-Cultural Revitalization to provide a tribal perspective and connection to our Food Security efforts in the three day Western Klamath Restoration Partnership meetings and field site visits.

Yôotva for your continuing support of the Food Security Project.

### ADMINISTRATIVE OPERATIONS MANAGER /Donalene (Sissie) Griffith

It has been busy; I continue to work closely with the coordinators for DNR. Still working on the cleanup of contracts/agreement files to make sure that all documentation and that the contractor is in compliance of their contract and are staying within budget, timeframe for that project.

Contracts working on:

Food Security – Winter Seasonal Youth Camp

Small Contracts (2 Days)

Ruby McCovey - Bear grass demonstration, regalia making

Franklin Thom – Opening prayer, story telling

Alma Bickford - Dress Demonstration and presentation

Invoices were submitted and purchased requisition was submitted and all vendors have been paid.

### WKRP Contracts:

Jessica Stauffer Contract was approved on Feb. 11, 2015, at the DNR Council meeting, 15-C-052, in the amount \$81,000. Mailed out (2) originals for signatures, waiting to get (1) original back. Contractor will provide Wildlife Monitoring for the WKRP Landscape Demonstration Project. RFP was sent out and Jessica was the only response.

Watershed Research & Training Center (WRTC) – Forester to work on WKRP Project Was just approved at last meeting, mailed out originals for signature and received back on Monday 2/9/15 – contractor good to start work. 15-C-044, amount \$40,000.

### Budgets for DNR:

I continue to work with the DNR Coordinators on the budgets/fund codes. My goal is to try and get them there EE'A (Expenditures, Encumbrances & Appropriations), monthly that they can see where they are on their fund budgets Do up Budget Modifications as needed for Watershed, Water Quality, and Fisheries. Budget preparation for the coordinators

Working on cleaning up some of the EEA's wording per account line item. Will be working with Tamara on this; for example

### VEHICLE LEASE – line item

What is actually being charged to this is a piece of equipment and should read

### **EQUIPMENT LEASE**

Another one is Wages;

They should be broken out by POSITION, not all lumped into wages. It is just cleaner and will be easier to start tracking better.

### FIRE MANAGEMENT OFFICER/Gary Risling

Will provide verbal at DNR/Council Meeting in March

### THPO/ARCHAEOLOGIST/Alex Watts-Tobin

Out of State Travel

In February I have continued to advance the THPO and the WKRP functions. After meetings with Sammi Offield on 1-12-15 and 2-12-15, I have developed a firmer plan for the efficient and proper use for the funds in the two grants. I have now acquired timesheets for documenting my time.

- I have developed relationships with state and federal agencies such as: NAHC, ACHP. National Park Service, Caltrans regions 1 and 2, The Six Rivers NF, and the Klamath NF. On the March 4th KRAB meeting, I have secured the contributions of Caltrans representatives from both region 1 and region 2.
- The process of consolidating files continues: I am acquiring a fireproof, locking file cabinet for the safe storage of confidential files. I have had several meetings with Alyson Kral, my counterpart at the Six Rivers NF in Orleans, about the files she has on file for the demonstration units our teams are surveying for WKRP.
- I have issued the job descriptions for the Archaeological / Cultural resources Technicians, now approved as KCDC employees. We are now moving towards advertising for the two positions.
- I have taken part in the negotiations concerning Westside Fire recovery project, including the quarterly Forest Service Meeting with both Six Rivers and Klamath NF representatives, and am working towards an ongoing working relationship with both agencies. I am contributing to the government-to-government meetings with KNF supervisor Patty Grantham on 2-19-15.
- Through my instigation, the local THPOs are working with Magistrate Judge Nandor Vadas of the new Federal Courthouse in McKinleyville to develop a more representative display about Native Americans in the counties of Del Norte, Humboldt, Mendocino, and Lake.
- PG&E's license to operate is up for renewal, and we are working with Six Rivers NF to stipulate conditions for their maintenance work under the new contract, such as paid time for tribal cultural monitors for pole replacements.

### DEPUTY DIRECTOR OF ECO-CULTURAL REVITALIZATION/Bill Tripp

Will provide verbal at DNR/Council Meeting in March

### GIS SPECIALIST/DATA STEWARD/Jill Beckmann

Will provide verbal at DNR/Council Meeting in March

### **Karuk Tribe Consultation Policy**

As a commitment to Tribal sovereignty and a strong government to government relationship, many federal, state, and local agencies are being directed or required to consult with the Karuk Tribe when developing regulations, policy or other activities that will or may have Tribal implications. There is often some confusion on the part of the agency or government as to what actually constitutes meaningful consultation. Many agencies and departments have their own unique consultation policies creating a confusing policy landscape for the Tribe as well as the agencies and governments.

In general terms, Consultation is a process that supports Tribal sovereignty and self-determination and recognizes the rights of Indian Tribes to self-governance. Consultation helps ensure that the United States and California are meeting their legal responsibilities with Indian Tribal Governments.

In an effort to provide clear direction to governments, agencies, and departments seeking to consult with the Karuk Tribe, we provide here clear requirements that must be met in order for a meeting or meeting process to be considered Consultation.

### **Legal Background**

### **United States**

The United States' obligations and unique legal relationship with Indian tribal governments begins with the Constitution in the Commerce Clause and extends through treaties, statutes, executive orders and court decisions. A significant overview of federal laws and policies that describe the United States' legal obligations to consult with Tribes on a government-to-government basis has been described elsewhere (National Association of Tribal Historic Preservation Officers, 2005) and will not be presented here.

In general, the body of laws, court, and policy decisions pertaining to consultation with Tribes is summed up by the Secretary of Interior's Standards and Guidelines definition of consultation:

"Consultation means the process of seeking, discussing, and considering the views of others, and where feasible, seeking agreement with them on how historic properties should be identified, considered, and managed."

This definition is consistent with federal court rulings and describes direct interaction with the affected Tribe, an exchange of views on the project or decision, and the aspiration to reach agreement on a course of action. Thus, a letter inviting consultation followed by a briefing given to Tribes by the Agency does not constitute consultation. Consultation and Coordination may also serve to effect the Tribe's assumption of leadership role in the management of federal programs consistent with the principles of self-governance and self-determination as codified in the Indian Self Determination and Education Assistance Act of 1975, (Public Law 93-638).

In 2000, Executive Order 13175 (Consultation and Coordination with Indian Tribal Governments) served as a re-affirmation of the Federal Governments commitment to tribal sovereignty, self-determination,

and self-governance. This Order firmly establishes the policy of the administrative branch of government as one that institutionalizes regular and meaningful consultation with Tribes in the development of federal policies affecting Tribes. It directs Agencies to respect treaty rights and grants wide discretion to Tribes in self-governance and the development of Tribal policy. Further, this Order directs each Agency to develop a consultation process (National Association of Tribal Historic Preservation Officers, 2005).

### California

The State of California's obligation to consult with Tribe's is less clear. It has been generally accepted by policy makers at the state level that the federal obligation to consult with Tribes does not create an obligation for the state.

However, there are several State policies that do require consultation with Tribes. State planning law requires cities and counties to consult with California Native American tribes during the local planning process for the purpose of protecting Traditional Tribal Cultural Places. SB 18, authored by Senator John Burton and signed into law by Governor Arnold Schwarzenegger in September 2004 effectively amended California's General Plan Guidelines to include a Tribal consultation requirement (Governor's Office Office of Planning and Research, 2005). This essentially requires cities and counties to contact, and consult with California Native American tribes prior to amending or adopting any general plan or specific plan, or designating land as open space.

California Government Code §65352.4 provides a definition of consultation for use by local governments and tribes:

"Consultation means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance."

However, the detailed consultation flow chart included in the California Office of Planning and Research's (OPR) Consultation Guidelines read more like step- by-step directions to notify, take comments, and then make a decision. There is no recourse spelled out if a Tribe and a local government or agency fails to reach agreement. Also of note is the fact that this consultation requirement pertains only to land use planning.

More recently Governor Jerry Brown addressed California's lack of a more comprehensive tribal consultation policy by signing executive order B-10-11 in 2011. The order is brief and simple, and essentially directs the Governor's Tribal Advisor will:

•Serve as a direct link between the Tribes and the Governor of the State of California.

- Facilitate communication and consultations between the Tribes, the Office of the Governor, state agencies, and agency tribal liaisons.
- Review state legislation and regulations affecting Tribes and make recommendations on these proposals.

Furthermore, it effectively directed all state agencies and/or departments to develop a consultation policy without providing a clear definition of consultation.

The first California Agency to develop a consultation policy was the Natural Resources Agency. The policy states:

"The purpose of this policy is to ensure effective government-to –government consultation between the Natural Resources Agency, departments of the Natural Resources Agency and Indian tribes and tribal communities to further this mission and to provide meaningful input into the development of regulations, rules, policies, programs, projects, plans, property decisions and activities that may affect tribal communities... The goal of the policy is to engage in timely and active process of actively seeking, discussing, and considering the views of California Indian Tribes..."

It is of note that the result of Governor Brown's executive order is that all 11 California agencies and likely all the departments within those agencies will develop a separate consultation policy that will have to be consistent with the executive order. This runs the risk of confusing and inconsistent consultation policies and a lot of work on the part of Tribes to participate in policy development.

### The Need for a Karuk Tribal Consultation Policy

In order to avoid engaging with multiple departments and multiple managing agencies as California enacts Executive Order B-10-11, we have developed our own consultation policy for state and federal departments and agencies to comply with. This policy is intended to be consistent with the body of federal law pertaining to Tribal consultation and provide clear direction to local, state, and federal agencies on what actions are necessary on their part to meet the definition of 'consultation.'

### **Karuk Tribe Definition of Consultation**

The Karuk Tribe defines Consultation as the process of seeking, discussing, and seriously considering the views of the Karuk Tribe, and seeking agreement with the Karuk Tribe on the development of regulations, rules, policies, programs, projects, plans, property decisions and activities that may affect Tribal Resources, historic properties, contemporary cultural practices, and those persons under Tribal jurisdiction. This requires true government-to-government contact between the agency, government, or department and the Tribe, where high level Agency representatives meet with Tribal leaders as well as staff.

For some broad decisions, such as development of federal policies that affect all Indian Nations similarly, the Tribe may accept invitations to participate in *Inter-Tribal consultations*.

For ongoing processes, such as water quality monitoring programs for example, the Tribe may seek regular meetings at an agreed upon interval. These meetings would be defined as *Coordination Meetings* which serve to clarify how Tribal and the Consulting Entity's jurisdictions or responsibilities apply to given issue. Coordination Meetings may serve as opportunity to share data or make agreements to share responsibilities to collect data. Coordination meetings may also be used as an opportunity for Tribe to provide input on processes such as development of agency, government, or departmental plans. Often, Coordination meetings involve only staff but may involve Tribal or other decision makers.

For other decisions, particularly but not limited to activities with a direct effect on Tribal resources, the Tribe may demand bi-lateral Government-to-Government consultation. This process is usually invoked when the proposed develop regulations, rules, policies, programs, projects, plans, property decisions or activities will clearly have a significant and direct affect on Tribal Resources, historic properties, contemporary cultural practices, and/or those persons under Tribal jurisdiction must request consultation.

*Bi-lateral Government-to-Government Consultation* must adhere to the following process unless an alternative process is approved by Karuk Tribal Council:

### **Step 1: Request for Consultation**

Early in the planning process, any Consulting Entity that seeks to develop regulations, rules, policies, programs, projects, plans, property decisions or activities that may affect Tribal Resources, historic properties, contemporary cultural practices, and/or those persons under Tribal jurisdiction must request consultation by sending a letter to the Tribe's Self Governance Coordinator. This letter should include a draft or overview of the scope of the project, including any maps of the project area and a summary describing how the contemplated regulations, rules, policies, programs, projects, plans, property decisions or activities may affect Tribal Resources, historic properties, contemporary cultural practices, and/or those persons under Tribal jurisdiction.

Within 30 days after reception of the request for the Tribal Council will designate a project consultation coordinator (PCC) who will then schedule a pre-consultation meeting.

If the Consulting Entity fails to request consultation on the development of regulations, rules, policies, programs, projects, plans, property decisions or activities that the Tribe believes may affect Tribal Resources, historic properties, contemporary cultural practices, and/or those persons under Tribal jurisdiction, the Tribe may take the initiative to request consultation. In this event, the Tribe expects a response from the Consulting Entity within 30 days of the receipt of the request.

### **Step Two: Pre-consultation Meeting**

Before the Consulting Entity moves past the scoping stage of the project, it must participate in an initial consultation meeting. This meeting will involve the PCC and Tribal staff who will be responsible for briefing the council before the first true consultation meeting, and possibly Tribal Council members.

In this meeting the Consulting Entity should present the proposed regulations, rules, policies, programs, projects, plans, property decisions or activities and discuss how they may affect Tribal Resources, historic properties, contemporary cultural practices, and/or those persons under Tribal jurisdiction.

### **Step Three: Initial Consultation Meeting**

The Consulting Entity arranges with the PCC, a time, place, and agenda for first consultation meeting.

The Initial Consultation Meeting should address the following:

- 1) A discussion to determine if there are barriers to Tribal participation such as timing, financing, and/or location. Agency must provide funds to allow for consultation if necessary;
- 2) A discussion on any sensitivities regarding sacred sites affected by the project and whether or not a religious leader should be included in the consultation;
- 3) An agreed upon meeting format for the process;
- 4) Development of a Consultation Calendar or other agreed upon meeting interval to ensure that enough meetings are planned to ensure adequate Consultation. The Consultation Calendar or planned meetings should take into account the Consulting Entity's statutory or regulatory obligations pertinent to the decision, availability of Tribal Council Members (and possibly cultural practitioners(s))to participate, and time to gather all necessary information and data.

### **Step 4: Ongoing Consultation Meetings**

Consultation meetings should continue at regular intervals pursuant to the agreed upon Consultation Calendar or meeting interval until agreement is reached or until the Tribe and Consulting Entity agrees that agreement is impossible. Some Consultation Meetings may be in formal settings, others may include field trips to project locations as needed. Informal meetings between staff and sub-groups or sub-committees may be formed on an ad hoc basis as needed and agreed upon.

### **Step 5: Certification of Completed Consultation**

At the end of the process, the Tribe will offer a resolution certifying that consultation was completed in compliance with this policy or not. In the event that the Tribe deems that the Consulting Entity failed to consult properly, a letter from the Tribe will explain this failure and be shared with director or executive authority of the Consulting Entity.

### **Consultation Record**

Meeting notes, minutes, shared documents, and any recorded audio or video files shall be maintained in common between the Tribe and the Consulting Entity.

### **Best Management Practices**

In addition to the above requirements for consultation, the Karuk Tribe suggests the following Best Management Practices for agencies, governments, or departments seeking to engage in consultation to abide by:

- Multiple contacts that begin early in the planning process and continue throughout the project;
- Multiple venues for consultation, such as the Agency office and locations close to Tribe and the area of the undertaking;
- Formal and informal meetings;
- •The existence of an Agency Tribal Liaison;
- •The Agency's fostering of a relationship with relevant Tribal staff;
- •An early effort to identify the areas of concern to the Tribe;
- Provision to Tribe of full and candid information prior to the first meeting (in the consultation initiation letter and at the pre-consultation meeting);
- An open-ended and flexible agenda (no hidden agendas);
- Facilitators for the sessions alternate between Agency and Tribal leaders or agreed upon third party;
- A successful result is viewed as partners arriving at an agreement, but reaching an agreement is not an end in itself:
- Have in place a feedback mechanism to ensure agreed upon measures are in place and enforceable;
- Although the agenda of preliminary consultation meetings will likely be established by the Agency, the Tribe shall participate in the development of agendas for ongoing consultation meetings.

### **Definitions**

**Consulting Entity** - any state or federal agency, government, department, or Corporation operating under federal or state statutes or regulations that obligate them to consult with federally recognized Indian Tribes

**Inter-Tribal Consultations** – describes meetings featuring multiple Tribal Governments along with the Consulting Entity. Usually used when policies are programs with broad application throughout Indian Country are being developed.

**Coordination Meetings** – Describes process of ongoing discussions related to policies, programs, or the development of plans which play out over time. Often involves discussion between Tribe and Consulting Entity on issues of shared jurisdiction or responsibility.

**Bi-lateral Government-to-Government Consultation** – process whereby Tribe meets directly with Consulting Entity in an effort to reach an agreement on a specific proposed regulation, rule, policy, program, project, plan, property decision or activity that would affect Tribal Resources, historic properties, contemporary cultural practices, and those persons under Tribal jurisdiction.

### Food Security Program Coordinator's Council Report Lisa Hillman Tribal Council Meeting 02/26/15

Please note information/activities are for the period of: 01/15/2015 through 02/18/15.

Action items: Request to authorize the submission of the **Nanu'ithívthaaneen** – **Karuk Digital Enhancement for Tribal Libraries** proposal in support of Tribal Libraries in Happy Camp and Orleans and the Sípnuuk Digital Library to the 2015 IMLS Native American Tribal Libraries Enhancement Grant Program in the amount of \$150,000(draft form attached).

<del>\*\*\*\*\*</del>

The YR 3 Funding for the Karuk Tribe's USDA Food Security Project Grant has finally been released. In addition to our Food Security Project Youth Camps, intergenerational Native Foods Workshops, Ishkêesh'túnviiv After-School Program, Community/Native Plants Garden and Food Crew activities, K-12 Native Food System Curriculum Development, and Sípnuuk Digital Library, Archives and Museum, we have received funding for our Learning from our People, Learning from the Land Project; Urípih'úhthraam Project (Garden Network); and the Native Foods portion of a collaborative USDA Farm to School Grant, Nanu'ávaha. We are also working actively with the Karuk Temporary Assistance to Needy Families (TANF) Program to implement a digitization training program that targets the second purpose of TANF: To end dependence of needy parents on government benefits by promoting job preparation, work and marriage.

The Food Security Project is also working collaboratively with the People's Center Coordinator and the Panamnik Library Coordinator to facilitate training opportunities to help sustain and improve the conditions of our natural and human resources, to actively seek changes to internal and external policies that affect the effective pursuit of protecting, promoting, and preserving the cultural/natural resources and ecological processes upon which the Karuk People depend, as well as to ensure that the integrity of natural ecosystem processes and traditional values, such as subsistence living, are incorporated into current and future management strategies within our area of influence. We are confident that our Project will strengthen positive Tribal identity, and encourage our community to improve their lives through re-connecting with Tribal values.

Currently the Project Coordinator is working with the Deputy Director of Eco-Cultural Revitalization to provide a tribal perspective and connection to our Food Security efforts in the three day Western Klamath Restoration Partnership meetings and field site visits.

Yôotva for your continuing support of the Food Security Project.



### **Grant Application Package**

Opportunity Title:	Native American/Native Hawaiian Museum Services
Offering Agency:	Institute of Museum and Library Services
CFDA Number:	45.308
CFDA Description:	Native American/Native Hawaiian Museum Services Program
Opportunity Number:	NANH-FY15
Competition ID:	NANH-FY15
Opportunity Open Date:	09/25/2014
Opportunity Close Date:	12/01/2014
Agency Contact:	Sandra Narva Senior Program Officer snarva@imls.gov 202-653-4634 Sarah Glass
Select Forms to Con	nplete
Application	for Federal Domestic Assistance-Short Organizational
Attachment	5
Project Abs	tract
Optional	
Other Attack	nments Form
Instructions	

### Show Instructions >>

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

OMB Number: 4040-0003 Expiration Date: 07/31/2008

APPLICATION FOR FEDERAL DOMESTIC ASSISTANCE - Short Organization	nal Version 01
* 1. NAME OF FEDERAL AGENCY:	
Institute of Museum and Library Services	
2. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:	
45.308	
CFDA TITLE:	
Native American/Native Hawaiian Museum Services Program	
* 3. DATE RECEIVED: Completed Upon Submission to Grants.gov SYSTEM USE O	NLY
* 4. FUNDING OPPORTUNITY NUMBER:	
NANH-FY15	
* TITLE:	
Native American/Native Hawaiian Museum Services	
BOOKS Principles (I.C.) Mercanine and control of the Control of Co	
5. APPLICANT INFORMATION	
* a. Legal Name:	
Karuk Tribe	
b. Address:	Street2:
* Street1: 64236 Second Avenue	Sireetz.
04250 Second Avenue	
* City:	County:
Happy Camp	Siskiyou
* State:	Province:
CA: California	
* Country:	* Zip/Postal Code:
USA: UNITED STATES	96039
c. Web Address:	
http://	
* d. Type of Applicant: Select Applicant Type Code(s):	* e. Employer/Taxpayer Identification Number (EIN/TIN):
I: Indian/Native American Tribal Government (Federal.	94-2576572
Type of Applicant:	* f. Organizational DUNS:
Posterior ( Auto-Woods)	145307930
Type of Applicant:	* g. Congressional District of Applicant:
* Other (specify):	CA 1
Other (apeciny).	VA 1
A DDG IFOT INFORMATION	
6. PROJECT INFORMATION	
* a. Project Title:	
Preserving Our Past~ Learning For Our Future Project: Karuk	Tribe's 2014 IMLS NA/NH Enhancement of Museum Services
* b. Project Description:	
The overarching goal of the proposed Preserving Our Past~ Le	earning For Our Future project is to expand the content
and augment the capacity and continuity of the Karuk Tribe's	
three ways. First, it will support professional development (Happy Camp and Orleans), tribal youth and community members	
Archaeology (CoDA), affiliated with the University of Califo	
preservation and digitization of materials related to the Ka	
of its Native people. Third, it will enhance outreach, impro expand services to our membership for learning about our cul	
	-
c. Proposed Project: * Start Date: 10/01/2015 * End Date: 09/3	0/2016

OMB Number: 4040-0003 Expiration Date: 07/31/2008

APPLICATION FOR FEDERAL DOMESTIC ASSISTANCE - Short Organization	onal Version 01
7. PROJECT DIRECTOR	
Social Security Number (SSN) - Optional:	
000-00-3641	
Disclosure of SSN is voluntary. Please see the application package instructions	for the agency's authority and routine uses of the data.
Prefix: * First Name:	Middle Name:
	iniquie indilie.
Ms. Lisa	
* Last Name:	Suffix:
Morehead-Hillman	
	<b>↓</b> □ 1.
* Title:	* Email:
Food Security Project Coordinator	lisahillman@karuk.us
* Telephone Number:	Fax Number:
530-627-3446	530-627-3448
* Street1:	Street2:
39051 Highway 96	
* City:	County:
Orleans	Humboldt
* State:	Province:
CA: California	
* Country:	* Zip/Postal Code:
USA: UNITED STATES	95556
8. PRIMARY CONTACT/GRANTS ADMINISTRATOR	
	Social Security Number (SSN) - Optional:
	000-00-3641
Same as Project Director (skip to item 9):	Disclosure of SSN is voluntary. Please see the application package
	instructions for the agency's authority and routine uses of the data.
Prefix: * First Name:	Middle Name:
Ms. Lisa	middle Haille.
* Last Name:	Suffix:
Morehead-Hillman	
* Title:	* Email:
Food Security Project Coordinator	lisahillman@karuk.us
* Telephone Number:	Fax Number:
530-627-3446	530-627-3448
* Street1:	Street2:
39051 Highway 96	
* City:	County:
Orleans	Humboldt
* State:	Province:
CA: California	
* Country:	* Zip/Postal Code:
USA: UNITED STATES	95556

OMB Number: 4040-0003 Expiration Date: 07/31/2008

APPLICATION FOR FEDERAL DOMESTIC ASSISTANCE - Short Organization	nal Version U1
9. * By signing this application, I certify (1) to the statements contained in the list o accurate to the best of my knowledge. I also provide the required assurances** are that any false, fictitious, or fraudulent statements or claims may subject me to crim	nd agree to comply with any resulting terms if I accept an award. I am aware
**   Agree 🔀	
** The list of certifications and assurances, or an internet site where you may obta	in this list, is contained in the announcement or agency specific instructions.
AUTHORIZED REPRESENTATIVE	
Prefix: * First Name:	Middle Name:
Mr. Russell	
* Last Name:	Suffix:
Attebery	
* Title:	* Email:
Chairman	compliance@karuk.us
* Telephone Number:	Fax Number:
530-493-1600 ext 2019	530-493-5322
* Signature of Authorized Representative:	* Date Signed:
Completed by Grants.gov upon submission.	Completed by Grants.gov upon submission.

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### **ATTACHMENTS FORM**

**Instructions:** On this form, you will attach the various files that make up your grant application, Please consult with the appropriate Agency Guidelines for more information about each needed file. Please remember that any files you attach must be in the document format and named as specified in the Guidelines.

Important: Please attach your files in the proper sequence. See the appropriate Agency Guidelines for details.

1) Please attach Attachment 1	Add Attachment	Delete Attachment	View Attachment
2) Please attach Attachment 2	Add Attachment	Delete Attachment	View Attachment
3) Please attach Attachment 3	Add Attachment	Delete Attachment	View Attachment
4) Please attach Attachment 4	Add Attachment	Delete Attachment	View Attachment
5) Please attach Attachment 5	Add Attachment	Delete Attachment	View Attachment
6) Please attach Attachment 6	Add Attachment	Delete Attachment	View Attachment
7) Please attach Attachment 7	Add Attachment	Delete Attachment	View Attachment
8) Please attach Attachment 8	Add Attachment	Delete Attachment	View Attachment
9) Please attach Attachment 9	Add Attachment	Delete Attachment	View Attachment
10) Please attach Attachment 10	Add Attachment	Delete Attachment	View Attachment
11) Please attach Attachment 11	Add Attachment	Delete Attachment	View Attachment
12) Please attach Attachment 12	Add Attachment	Delete Attachment	View Attachment
13) Please attach Attachment 13	Add Attachment	Delete Attachment	View Attachment
14) Please attach Attachment 14	Add Attachment	Delete Attachment	View Attachment
15) Please attach Attachment 15	Add Attachment	Delete Attachment	View Attachment

OMB Number: 4040-0003 Expiration Date: 9/30/2016

### **Project Abstract**

The Project Abstract must not exceed one page and must contain a summary of the proposed activity suitable for dissemination to the public. It should be a self-contained description of the project and should contain a statement of objectives and methods to be employed, it should be informative to other persons working in the same or related fields and insofar as possible understandable to a technically literate lay reader. This Abstract must not include any proprietary/confidential information.

It should be informative to other persons working in the same or related fields and insofar as possible understandable to a technoliterate lay reader. This Abstract must not include any proprietary/confidential information.	
* Please click the add attachment button to complete this entry.	
Add Attachment Delete Attachment View Attachment	

The Karuk Tribe's IMLS 2015 Native American Library Services Enhancement Grant Application **Abstract** 

The Nanu'ithívthaaneen – Karuk Digital Enhancement for Tribal Libraries (Nanu'ithívthaaneen) project will extend over a period of 2 years. This will support the professional development of Tribal Library staff; in-house preservation and digitization of materials related to the Karuk Language; documentation of the traditional knowledge and skills of its Native people; and support an informed collaborative stewardship of the area by the Tribe and the federal land manager. The project will expand services to our membership of all ages for life-long learning, provide wide electronic access to information through digitization and integration of content into the Digital Library, continue funding for tribal libraries which will otherwise terminate at the end of this fiscal year, and provide the Tribe with skilled library staff who will be able to preserve materials beyond the funding period.

The Karuk Ancestral Territory seams the northern border of California. Within our remote, isolated, and poverty-stricken communities we have established a basic library infrastructure through LibraryWorld, but recognize the need to update our system. The Karuk Tribal Libraries and newly developing Digital Library are the dominant sources of information in our communities including public schools, tribal departments, and outside researchers. In the Orleans community there is no other public library, and Happy Camp has a small public library open only one day a week from 2 p.m.-5 p.m. The total population for these communities combined is approximately 1,800, yet through the professional development of our Library staff in digitization and preservation, we will be able to lend expanded access to cultural materials to the tribal, local, academic, and global communities.

In the Nanu'ithívthaaneen project, our Tribal and Digital Library Staff, TANF clients, tribal youth, and librarians will be gaining professional development skills through trainings with the Center for Digital Archaeology, developers of Mukurtu CMS, who will support training through the life of the project. We will focus on in-house preservation and digitization of materials related to the Karuk Language, the Tribe's cultural and natural resources, and the management thereof. This objective will include digitally retrieving materials not currently in the possession of the Tribe, keying content and cataloging information to make it accessible to tribal youth, TANF clients, tribal department staff, school teachers, researchers, and the interested global community, managed through tribally defined cultural protocols. We estimate 20 % of the documents are in Karuk and English, and 80% in English only.

The final objective of this grant will be the consolidation of materials into the infrastructure designed to preserve tribal heritage in the Digital Library, currently in development through funding from the USDA Food Security Grant. Intended outcomes of change in knowledge will be measured through baseline data from our current circulation and website hits and library/computer center user population to show increases. We will use questionnaires to measure our users' change in behavior and attitudes, and in the area of professional development we will compare the current resumes and professional contacts of our current library staff to what level they have achieved at the end of the grant.

Karuk Tribe's IMLS 2015 Native American Library Services Enhancement Grant Application Narrative

### 1. Introduction and Assessment of Need

The Karuk people and culture are among the last indigenous groups in California to suffer the consequences of Euro American contact. Living in the remote rugged regions of northwestern California, the Karuk or "upriver" people benefited from a resource rich ecosystem dominated by salmon, eel, elk, deer, and acorns. The Karuk people managed their resources effectively, and the resulting abundance, combined with favorable climate, allowed development of a beautiful language and highly developed artistic culture and ceremonial practices, most notably renowned basketry and the world renewal ceremonies known as Pikyávish.

As a result of genocide, policies, legislation, and outright deceit, the vast majority of Karuk Ancestral Territory, once spanning over one million acres, are now held in either private or federal ownership. As a result of this massive loss of land, coupled with denied access to traditional subsistence resources, former wealth has been exchanged with extreme poverty. According to the California Department of Social Services as of September 30, 2013, the unemployment rate for adults living in the Karuk Service Area exceeds 50 %. With the collapse of the timber industry in the 1990s, the largest employers in Happy Camp and Orleans are the Karuk Tribe and the United States Forest Service. These communities are some of the poorest in the nation with high rates of substance abuse and domestic violence.

The Karuk Tribal service area (Supportingdoc 1) is located in both Siskiyou and Humboldt Counties. It is rural, sparsely populated (6.87 per square mile), and connected by winding, mountain roads subject to closure during winter floods and landslides. Tribal programs and services include health and social services, education programs, housing and energy assistance programs, and extensive natural resource management activities, with offices in the three main communities including Yreka (population 7,500); Orleans (650); and Happy Camp (1250), the tribal office headquarters. Over 50% of the inhabitants of the Orleans area, and roughly 40% of the inhabitants of Happy Camp claim Native American ancestry.

Basic library services such as a catalog/check-out system are provided in our Happy Camp and Orleans service areas, but library services extend to all three service area computer centers, which also host trainings, webinars, and community outreach events. The tribal library in **Happy Camp** is supported by a 0.25 FTE People's Center Coordinator and a 0.25 Library Assistant and is open Tuesday – Saturday, 10 a.m. – 5 p.m. This library (ca. 700 volumes available to 40 visitors/week) focuses on research and reference materials, but also has a Young Readers section and Native Literature. Also partnering with the tribal libraries, the Happy Camp Community Computer Center (HCCCC; see LOS in Supportingdoc 2) is staffed with funding from the Karuk Temporary Assistance to Needy Families (TANF; see LOS in Supportingdoc 2) and has a full time director/workforce development coordinator to oversee the day to day operations. HCCCC houses 20 desktop computers, 3 desktop macs, 3 scanners, a plotter sized printer, a laser jet printer, an inkjet printer, a digital projector, and a b/w fax machine, copier and toner.

Community access hours at the **Orleans** Panamnik tribal library and computer center (Panamnik Center; see LOS in Supportingdoc 2) in Orleans are Monday — Thursday 12 noon — 6 p.m. and Friday and Saturday from 12 noon — 5 p.m. Twice a month, the tribal library opens at 10:30 a.m. to partner with the Humboldt County Bookmobile. The Panamnik Library provides a drop box for the Humboldt County Library and provides a pickup service for community

Karuk Tribe's IMLS 2015 Native American Library Services Enhancement Grant Application Narrative

members who cannot meet the bookmobile schedule. Elementary students are given priority use of the facilities before noon and use the library as a classroom, while other students are learning in the computer lab across the hall. At least 60 elementary students and about 20 adults use the library room per week; including the computer center, these numbers exceed 30 daily. The Panamnik Center has an MOU with Happy Camp High School to facilitate classes for area students when the road is closed (Supportingdoc 3). The Panamnik Center hosts trainings, weekly Karuk Language classes and monthly Storytelling, Poetry and Native authors' readings, and the meetings for the Sípnuuk Advisory Committee (SAC) for the newly developing **Sípnuuk Digital Library, Archives and Museum (Sípnuuk**, which means *storage basket*).

The Panamnik Center is staffed with a 0.4 FTE Sípnuuk Assistant funded through the USDA Food Security Grant (see LOS in Supportingdoc 2) and a 0.5 FTE Panamnik Center Coordinator. Comprehensive library services, including employment and educational assistance, pre-school and school outreach and access to e-government are provided to the community despite lack of funding. Over three years, the library's collection has been sorted and grown by over one thousand books. Total volumes are over 1,400 hardbound books, and at least 320 paperbacks.

Yreka's Education Center, located in the Karuk Indian Housing Development, services 50 visitors Monday-Thursday from 10:00am until 7:30pm and Friday and Saturday from 11:00-6:00pm. The Education Center has a classroom and a computer lab with 12 computers that have high-speed internet connections. The center offers computer classes, tutoring, job search assistance, drug and alcohol abuse classes, GED tutoring, and Karuk culture and Language classes. It is staffed with 1.0 FTE Manager. The Center partners with Karuk Tribal libraries to provide local residents access to public library services such as assistance in reference, student services, books, and internet.

The Karuk Department of Natural Resources' (KDNR) led **Sípnuuk** is partially funded through a 5-year USDA Food Security Grant. UC Berkeley and the Karuk Tribe are working together to build this resource for researchers, tribal departments and local communities to enhance understanding of regional food security issues, identify solutions and to document and provide access to knowledge of traditional foods and materials. Nanu'ithívthaaneen products will be housed at Sípnuuk and made available in all three Karuk service areas.

The overarching goal of the proposed **Nanu'ithívthaaneen** project aligns perfectly with the mission of the Karuk Tribal Council: to promote the general welfare of all Karuk people, to establish equality and justice for our tribe, to restore and preserve Tribal traditions, customs, language and ancestral rights, and to secure to ourselves and our descendants the power to exercise the inherent rights of self-governance. More narrowly defined, the project purpose addresses the identified need to expand the content and augment the capacity and continuity of the Karuk Tribe's integrated library program in three ways. First, it will support professional development of Karuk tribal library staff through training from the Center for Digital Archaeology (CoDA, see LOS in Supportingdoc 2), affiliated with the University of California, Berkeley. CoDA is the developer and maintainer of Mukurtu CMS, the free, mobile and open source platform built with indigenous communities to manage and share digital cultural heritage. Second, it will support in-house preservation and digitization of materials related to the Karuk language, culture, Native foods and fibers, cultural management practices of its

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natural resources, and the traditional knowledge and skills of its Native people. Third, it will expand services to our membership for learning about our language and culture.

This project will serve mainly the tribal community, but will also serve interested non-tribal people and local schools in providing online resources for history, science, and Native language classes. Karuk Tribal departments — in particular the Natural Resources, Education, Health and Social Services departments — will be served and provided easy access to digitized and catalogued materials. Academic researchers, students and non-local tribal folk will furthermore profit from controlled access to documents preserving cultural heritage.

The Tribe's Needs Assessment Survey received 80 responses, representing 80 families and a total of 221 individuals including 106 male and 115 female members. Underscoring the need for professional development, more than 80 percent of the respondents reported incomes below 100% of the State of California's median income level. When asked if they thought the incorporation of Karuk culture, language and traditions are necessary for successful planning and development of Tribal Programs 81% of respondents either Agreed or Strongly Agreed. The Karuk People will not only benefit from having better access to information about traditional culture, the Karuk language materials are in dire need of preservation through digitization. Although efforts have been made to increase the number of speakers of Karuk, there is currently no funded language program. Preservation of language materials is vitally important given that Karuk is spoken natively by only four Elders.

In addition to the aforementioned Tribe's Needs Assessment Survey, the Karuk Tribe and community partner organizations conducted a joint-survey in 2014 to assess, among other subject areas, the communities' interest in a digital library. Of the 61 total participants, 89% responded that they would use this service (see Supportingdoc 4). The need for having greater access to museum exhibitions, archives, and personal collections addressed by this project was also identified by the greater community through the Sípnuuk Advisory Committee (SAC) and personal interviews with Karuk Cultural Practitioners that identified the compelling desire to digitize and preserve representative Karuk cultural materials. Identified by the People's Center Advisory Committee (PCAC) in their 2014 Strategic Plan (Supportingdoc 5, pgs. 18, 24, 31, 67, and 76 in particular), the need to expand the scope of digitizing and collection care remains a priority. Among our Karuk language learners and teachers, there is an overwhelming interest in the possibilities to access materials currently housed in the People's Center Museum Archives. Digitizing and uploading these original materials onto a database that could be accessed in the distant services areas of Orleans and Yreka would be "a tremendous benefit," asserts Phil Albers, master speaker.

The success of **Nanu'ithívthaaneen** will be measured using baseline data we have for the community and school use of the tribal libraries and the computer- and learning centers, including information from our current circulation. A Needs Assessment Survey modeled after the one implemented will be distributed through the Karuk Tribal Newsletter and "Alluser" Listserv to evaluate changes in knowledge, skills, attitudes, and behavior at the end of the funding period. The number of newly digitized materials will also be tallied. Additionally, in the area of professional development we will compare the current resumes and professional contacts of our current library staff to what level they have achieved at the end of the grant.

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This project is particularly timely, as there is not only an increasing demand and clearly identified need for resources to support tribal-led efforts for language and eco-cultural revitalization, but also the changing emphasis on library services in favor of digital resources demands further the professional development of our tribal staff. Furthermore, the geographic distance separating the service areas underscores the value of having library materials made accessible through a tribally sanctioned and controlled computer platform. Finally, the Karuk Tribe's grant award through the USDA Community Connect to provide broadband services to the underserved Orleans community is scheduled for completion this summer.

### 2. Project Goals and Expected Results

Goal A – <u>Professional Development</u> - Extending over a period of 2 years,

Nanu'ithívthaaneen will support the professional development of the staff based at both tribal libraries (Happy Camp and Orleans), the Education Center located in Yreka, and the Sípnuuk Digital Library, Archives, and Museum.

Goal B – <u>Preservation and Digitization</u> of materials related to the Karuk language, culture, Native foods and fibers, cultural management practices of its natural resources, and the traditional knowledge and skills of its Native people will be accomplished in-house in our tribal community with skilled library staff who will be able to preserve materials beyond the funding period, improving long-term protection of marginally preserved Native language materials and recorded traditional cultural practices associated with land management..

Goal C – <u>Increased Community Access and Services</u> - The project will expand services to our membership for learning about our language and culture, an increase electronic access to information through digitization and integration of content into Sípnuuk.

Goal D – Reassume Leadership Role for Karuk Culture - Thematic in our approach will be Indians helping Indians to reassume a leadership role in the perpetuation of our Karuk Culture and preservation and traditional management of our natural resources. Exercising our sovereignty rights, we want to professionally develop and expand our current library services, all run by tribal members and descendants, so that we can adequately meet the needs of tribal and non-tribal people.

Digitizing, cataloging and keying previously unavailable documents, audio recordings and film footage, will deliver increased access to Karuk Culture for our constituents. Further development of our Eco-Cultural Resources Management Plan (<a href="http://www.karuk.us/images/docs/dnr/ECRMP-6-15-10">http://www.karuk.us/images/docs/dnr/ECRMP-6-15-10</a> doc.pdf) to include mapping will ensure that materials are less likely to be lost and readily available for use in project planning. Having the ability to digitize family documents, and make decisions on accessibility will increase community interest, trust and interaction with the library. Since many people are unfamiliar with present-day library services such as online databases, searching digital library catalogs and other relevant services, we aspire to positively influence attitudes especially in the older generation of tribal folk by providing trainings and workshops to increase knowledge and interest in using Sípnuuk as well as the Tribal Libraries, and with that, their behavior in using modern technology for information access. Working with established professionals like CoDA

Karuk Tribe's IMLS 2015 Native American Library Services Enhancement Grant Application Narrative

and the Sustainable Heritage Trust will ensure our staff will be trained to meet international and grant-mandated standards for the digitization and preservation of their materials. Youth will be encouraged to work with elders and will learn history while helping to preserve their heritage. Evidence of the results will be the digitized pieces, the trained staff and the increased access to the information and the library resources.

### 3. Project Design and Required Resources

The project design of Nanu'ithívthaaneen is modeled to meet the educational needs of the communities, the professional development and continued funding needs of our library staff (see Supportingdoc 3), the equipment and staffing needs of the marginally funded Sípnuuk Digital Library, and the KDNR-identified needs for improving the Eco-Cultural Restoration Management Plan (Plan). Input and feedback from the community, staff, the Sípnuuk Advisory Committee, and tribal departments shaped the proposal to optimize its capability of meeting project goals.

Through additional funding from the Tribal TANF program, we will partner with the Center for Digital Archaeology to provide a state-of-the-art training program, as well as critical digital infrastructure for Sípnuuk (see Supportingdocs 2 and 3). Our goals and timeline are as follows, as defined in the attached Project Schedule:

- a. Provide the Tribe with skilled library staff who will be capable of preserving and digitizing vital materials beyond the funding period. Through a total of 3 on-site professional development trainings at the Panamnik Tribal Library and Computer Center, staff from the digital and the two tribal libraries (Staff) will be trained by the Center for Digital Archaeology, UC Berkeley,(CoDA) in assessing risk and priorities for physical, digital and analog archival materials. Additionally, several web-based CoDA trainings will be developed and provided to staff at the Computer Centers of Happy Camp and Orleans.
- b. Foster collaborative and respectful partnerships with researchers and other agencies that possess materials pertaining to Karuk cultural heritage. Many of the academic researchers and videographers with materials are still in contact with the KDNR and have expressed great interest and willingness to relinquish possession of film footage and audio tapes, for example. Some time and effort will be needed to track down past researchers with expropriated materials. A Protocol with Agreement has been recently approved by the Karuk Tribal Council that protects the inherent rights to intellectual property rights (see Supportingdoc 6), and a deed of gift has been approved by SAC to help regain control of expropriated tribal intellectual property (see Supportingdoc 6). One meeting will occur in the spring of 2016 at which the integration of Karuk language and natural resource-related materials, best practices for digital preservation, and protocols for gifting or sharing data with the Tribe will be discussed. In attendance will be representatives from the KDNR, CoDA, the Sípnuuk consulting librarian, academic researchers identified by KDNR to have relevant materials in their possession and the Klamath Salmon Media Collaborative, whose mission is to elevate and magnify watershed health, sustainability, and social justice issues in the Klamath Basin through diverse forms of media (see Supportingdoc 2). The meeting will be held at the Panamnik Tribal Library.

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- c. Preserve and digitize materials related to the Karuk Language, the traditional cultural management practices, knowledge and skills associated with land management. Our staff, with additional staff funded through this grant, will have learned how to digitize and preserve culturally significant (some very fragile) materials during the first year of funding. Implementation of these skills and knowledge will take the greater part of the second year of funding. Objectives will be met through intensive digitization of tribally-held ethnographic and historic materials, and re-possession of privately "owned" research materials and records and the digitization, preservation, and keying thereof.
- d. Improve access to materials that will result in increased knowledge, awareness, and interest in Karuk traditions, traditional land management and culture; this will strengthen the sense of community-wide, shared responsibility, as well as better prepare our youth for success. CoDA will develop a system to catalog and key our existing and future holdings using Mukurtu CMS. Digitized materials will be uploaded into the system, which will be online so that it can be searched remotely.

By providing access to more culturally-relevant and culturally-sensitive materials we hope to encourage and help our students be successful in school and also increase their interest and desire to learn more about themselves and their culture. Community members would also have increased access to information about sustainable food production, helping significantly to achieve self-sufficiency and improving access to healthy and culturally appropriate food. Also, by providing more information about Karuk people and other Native Americans to the entire community we will be increasing knowledge and promoting greater community cohesion. Informal assessments of our current libraries have indicated that we are in great need of a Computer-based information catalog and data search engine. Furthermore, in remote communities such as ours, access to resources online is greatly needed.

For the Eco-Cultural Restoration Management Plan (Plan), it is necessary to determine the nature and extent of the sites and cultural landscapes through field inventories with a focus on GIS mapping and analysis. This information will help to finalize the Plan, which can then be digitized and keyed to improve capabilities for tribal use. Concurrent with field inventory efforts, further ethnographic interviews with Karuk people will be conducted to inform this process. In-house training in GIS is currently being given to tribal staff, and our newly hired GIS Specialist will contribute approximately 50 hours per year to this objective.

e. Support family and community involvement in life-long learning activities and encourage tribal youth to pursue a career in the library sciences. We want to encourage our tribal students as well as the communities at large to use our library resources so we will also be offering workshops and classes at the end of the funding period via the Karuk Community Computer Centers, Education Center and Tribal Libraries. We will offer courses that educate people on how to use the digital library search system, how to use digital archives, and also give general tours and information to inform people on what services our libraries can provide to them. Making culturally relevant materials accessible to the greater community will promote language learning, return Traditional Ecological Knowledge (TEK) of its land and resource management to the tribal community, and in the long-term support an informed collaborative

Karuk Tribe's IMLS 2015 Native American Library Services Enhancement Grant Application Narrative

stewardship of the area by the Tribe and the federal land manager to promote Karuk cultural revitalization.

### 4. Performance Goals, Communication, and Sustainability

Performance Goals: As stated, the success of Nanu'ithívthaaneen will be measured using baseline data we have for the community and school use of the tribal libraries and the computer- and learning centers, including information from our current circulation. A Needs Assessment Survey modeled after the one implemented will be distributed through the Karuk Tribal Newsletter and "Alluser" Listserv to evaluate changes in knowledge, skills, attitudes, and behavior at the end of the funding period. To measure interim benchmarks, please note evaluation methods specific to each project goal:

Goal A – Provide the Tribe with skilled library staff and who will be capable of preserving and digitizing vital materials beyond the funding period. For professional development, we will compare the current resumes and professional contacts of our current library staff to the level of preservation and digitization skills and knowledge they achieve at the end of the grant.

Goal B – Foster collaborative and respectful partnerships with researchers and other agencies that possess materials pertaining to Karuk cultural heritage. The recently approved Protocol with Agreement for Intellectual Property Rights of the Karuk Tribe (see Supportingdoc 6) will be piloted with Berkeley Collaborative, partners in the current Food Security Project, and The Klamath Salmon Media (see Supportingdoc 2). Policy changes will be made for improvement. All policies and the Protocol will be evaluated for efficacy and will be included for IMLS distribution in the Nanu'ithívthaaneen Final Report to serve as a model for other tribal archives and library programs. In addition, the number of materials that researchers and other agencies gift the Tribe through grant-funded events will be documented.

Goal C – Preserve and digitize materials related to the Karuk Language, the traditional cultural management practices, knowledge and skills associated with land management. The number and medium of newly digitized materials under this grant will be tallied quarterly after the initial training of Staff to track the effectiveness of CoDA trainings. Adjustments in the frequency and form of trainings will be made as needed. The Final Report will evaluate the overall effectiveness and make suggestions after which other tribes can model related projects.

Goal D – Improve access to materials that will result in increased knowledge, awareness, and interest in Karuk traditions, traditional land management and culture; this will strengthen the sense of community-wide, shared responsibility, as well as better prepare our youth for success. In the spirit of outreach and soliciting support, we will circulate an article that describes the Nanu'ithívthaaneen project in the Karuk Tribal Newsletter, as well as in the local newspapers serving our area. A pre-project survey will be submitted with the article to identify the current knowledge, skills, attitudes, and/or behaviors of community members with regard to Karuk traditions, traditional land management and culture. Disadvantaged Native Americans will be targeted through the KDNR's partner, the Karuk TANF program. Tribal and disadvantaged youth will be targeted through our youth programs. As the Nanu'ithívthaaneen

Karuk Tribe's IMLS 2015 Native American Library Services Enhancement Grant Application Narrative

project is still formative, a post-project implementation survey will enable us to track the improvement of current knowledge, skills, attitudes, and/or behaviors.

Goal E – Support family and community involvement in life-long learning activities and encourage tribal youth to pursue a career in the library sciences. In line with our TANF partners, the KDNR hopes to encourage families to lead physically and mentally healthy lives. Through our quarterly outreach events at the library and computer centers, we hope to encourage the community to participate in life-long learning. We will assess our success in this goal with pre- and post-evaluations given at these events. By offering library assistant positions at our facilities, and by supporting our staff and volunteers with professional development, we hope to encourage tribal youth to pursue a career in the library sciences. Our success in this ambitious goal will be tracked in the pre- and post-surveys that target tribal youth.

Communication: Information about and progress with Nanu'ithívthaaneen will be shared both locally and nationally with the Native American library community at large in various ways. Locally we will provide monthly updates at our Karuk Tribal Council Meetings, which become available nationally after council approval through our online website (<a href="www.karuk.us">www.karuk.us</a>) under meeting information. The Project Director will provide quarterly updates on the project through the People's Center page in our quarterly Karuk Tribal Newsletter which is distributed internationally to our Karuk Tribal Members. National outreach is provided through our Karuk Website, which posts the Tribal Newsletter. These articles will also be submitted to the local newspapers, The Two Rivers Tribune and the Siskiyou Daily News. Furthermore, the Karuk Tribe, as represented through this program, will participate in the Sustainable Heritage Network, an IMLS supported program developed to aid tribal communities in their quest to meet international and grant-mandated standards for the digitization and preservation of their materials. Project participants will attend the annual Association of Tribal Archives, Libraries and Museums meetings to report on the effectiveness of the program.

Sustainability: The sustainability of the Nanu'ithívthaaneen project is given with the professional development of the staff. Beyond the funding period, the Sípnuuk Digital Library will continue to exist digitally, and the training provided will enable staff to continue to digitize and preserve materials as their time allows. Moreover, with the online training modules in digitization provided by CoDA and through the staff training gained through the IMLS funded "Tribal Stewardship Cohort: Digital Heritage Management, Archiving and Mukurtu CMS Training" (see Supportingdoc 3) Project, younger generations can be trained and mentored in digitization skills in coming years: as this is an important cultural and community need, we are confident that these skills will be retained. The facilities and equipment to sustain these projects belong to the Karuk Tribe and will continue to be used for these activities. The database will continue to be monitored through Sípnuuk, which is funded through the Food Security Grant until 2017, and which will be supported by the Tribe's IT Department and monitored by the Karuk Resource Advisory Board beyond that funding period. Making culturally relevant materials accessible to the greater community will continually promote language learning, return Traditional Ecological Knowledge of its land and resource management to the tribal community, and in the long-term support an informed collaborative stewardship of the area by the Tribe and the federal land manager to promote Karuk cultural revitalization.

## IMLS BUDGET FORM

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## 1. Salaries and Wages

	Year 1	r 1	Year 2	r 2	Yea	Year 3		Total	
Name/Title or Position	Grant Fund	Cost Share	Grant Fund	Cost Share	<b>Grant Fund</b>	Cost Share	Grant Fund	Cost Share	<b>Grand Total</b>
People's Center Coordinator	\$10,200		\$10,280				\$20,480		\$20,480
Panamnik Coordinator	\$10,320		\$10,320				\$20,640		\$20,640
Sipnuuk Assistant	\$4,575		\$4,575				\$9,150		\$9,150
People's Center Library Assi	\$4,420		\$4,420				\$8,840		\$8,840
Director of Natural Resour		\$2,132		\$2,132				\$4,264	\$4,264
Food Security Project Coord.		\$2,717		\$2,717				\$5,434	\$5,434
Subtotal	\$29,515	\$4,849	\$29,595	\$4,849			\$59,110	869'6\$	\$68,808

## 2. Fringe Benefits

	Year 1	r 1	Year 2	r 2	Year 3	r3		Total	
Description (% or item)	Grant Fund	Cost Share	<b>Grand Total</b>						
total for personnel	\$16,147		\$16,147				\$32,294		\$32,294
total for in-kind personnel		\$939		\$939				\$1,878	\$1,878
Subtotal	\$16,147	\$939	\$16,147	\$939			\$32,294	\$1,878	\$34,172

c. If this is a revised budget, indicate application/grant number:

## **IMLS BUDGET FORM**

Legal name (5a from SF-424S): Karuk Tribe

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### 3. Travel

	Teal 1	.1	Year 2	r 2	Year 3	r 3		Total	
	Grant Fund	Cost Share	Grand Total						
IIMLS-reduired training (2)	\$2,500		\$2,500				\$5,000		\$5,000
Staff local travel		\$575		\$575				\$1,150	
Staff IMLS conference (2)		\$2,500		\$2,500				\$5,000	\$5,000
Subtotal	\$2,500	\$3,075	\$2,500	\$3,075			\$5,000	\$6,150	\$11,150

## 4. Supplies, Materials, and Equipment

:	Year 1	ar 1	Year 2	r 2	Year 3	ır 3		Total	
Item	<b>Grant Fund</b>	Cost Share	Grant Fund	Cost Share	<b>Grant Fund</b>	<b>Cost Share</b>	<b>Grant Fund</b>	Cost Share	<b>Grand Total</b>
Mac Mini Server		\$1,436						\$1,436	\$1,436
Pegasus Promise 6 RAID		\$2,530						\$2,530	\$2,530
Outreach materials		\$25		\$20				\$75	\$75
Subtotal		\$3,991		\$50				\$4,041	\$4,041

## 5. Contracts and Subawards

	Year 1	r 1	Year 2	r 2	Year 3	r3		Total	
Item	Grant Fund	Grant Fund Cost Share	Grant Fund	Cost Share	Grant Fund	Cost Share	Grant Fund	Cost Share	Grand Total
Sipnuuk Digital Librarian	\$12,040		\$12,040				\$24,080		\$24,080
CoDa Training		\$36,952		\$13,808				\$50,760	\$50,760
Subtotal	\$12,040	\$36,952	\$12,040	\$13,808			\$24,080	\$50,760	\$74,840

Legal name (5a from SF-424S): |Karuk Tribe

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## 6. Student Support

1	Year 1	1	Yea	Year 2	Yea	Year 3		Total	
Item	<b>Grant Fund</b>	Grant Fund Cost Share	-	Grant Fund Cost Share	<b>Grant Fund</b>	Cost Share	Grant Fund Cost Share Grand Total	Cost Share	Grand To
Subtotal									

### 7. Other Costs

	No.	Voor 1	Ves	Voor 2	Ves	Vear 3		Total	
Item	Grant Fund	Grant Fund Cost Share	Grant Fund	Cost Share	Grant Fund	Grant Fund   Cost Share	Grant Fund	ပြ	Grand Total
Karuk Tribal Facility use		\$2,250		\$2,250					\$4,500
CoDa accommodations		\$2,000		\$1,750				\$3,750	
Subtotal		\$4,250		\$4,000				\$8,250	\$8,250

## 8. Total Direct Costs

	Yea	r1	Year 2	r 2	Year 3	r3		Total	
	Grant Fund	Cost Share	Grant Fund	Cost Share	Grant Fund	Cost Share	<b>Grant Fund</b>	<b>Cost Share</b>	<b>Grand Total</b>
Subtotals (Items 1-8)	\$60,202	\$54,056	\$60,282	\$26,721			\$120,484	\$80,777	\$201,261

## **IMLS BUDGET FORM**

Legal name (5a from SF-424S): Karuk Tribe

## 9. Indirect Costs (Read the instructions about Indirect Costs before completing this section.)

• Current indirect cost rate(s) have been negotiated with a federal agency.	y. Name of Agency:		Expiration Date:	
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$igcolone{1}{2}$ Applicant chooses a rate not to exceed 10% of modified total direct costs, and declares it is eligible for the 10% rate.	sts, and declares it is elig	gible for the 10% rate.		
O Applicant chooses not to include indirect costs.				

	Year 1		Year 2	r 2	Year 3	r 3		Total	
Kate and base	Grant Fund	Cost Share	Grant Fund	Cost Share	Grant Fund	Cost Share	Grant Fund	Grant Fund Cost Share Grand Total	<b>Grand Total</b>
IDC 50%	\$14,758	\$2,424	\$14,758	\$2,424			\$29,516	\$4,848	\$34,364
Indirect Costs Subtotal	\$14,758	\$2,424	\$14,758	\$2,424			\$29,516	\$4,848	\$34,364

## 10. Total Project Costs

	Year 1	11.1	Year 2	r 2	Year 3	r 3		Total	
	Grant Fund Cost Share	Cost Share	Grant Fund	rant Fund Cost Share	Grant Fund	Grant Fund Cost Share	Grant Fund   Cost Share   Grand Total	Cost Share	Grand Total
Total Direct & Indirect Costs	\$74,960	\$56,480	\$75,040	\$29,145			\$150,000	\$85,625	\$235,625
Total Costs (excluding student support)	\$74,960	\$56,480	\$75,040	\$29,145			\$150,000	\$85,625	\$235,625

Nanu'ithívthaaneen – Karuk Digital Enhancement for Tribal Libraries Karuk Tribe's IMLS 2015 Native American Library Services Enhancement Grant Application Budget Justification

Amounts are consolidated to represent both funding years.

### 1. Salaries and wages:

**Grant Fund: \$59,110** *Cost Share: \$ 9,698* 

The Library staff in Happy Camp are allocated more grant funded hours than their colleagues in Orleans, due to concurrent funding from the USDA Food Security Grant.

- a. People's Center Coordinator will work 510 hours/year @ \$20.00/hr.
- b. Panamnik Coordinator will work 430 hours/year @\$24.00/hr.
- c. Sípnuuk Assistant will work 305 hours/year @ \$15.00/hr.
- d. People's Center Library Assistant will work 421 hours/year @ \$10.50.
- e. Director of Natural Resources and Environmental Policy is donating 82 hours/year for tribal oversight @ \$26.00/hr
- f. Food Security Project Coordinator is donating 120 hours/year @ \$22.64 to coordinate activities with the USDA-funded Signauk.

### 2. Fringe Benefits:

Grant Fund: \$32,294

Cost Share: \$ 1,878

The fringe benefit rate includes FICA (6.2%), Medicare (1.45%), SUTA (\$434 base rate), Workers Compensation Insurance (540%), Retirement (5%), and Health Insurance (\$649-3% of salaries). A total of \$1,962 in fringe benefits will be an in-kind contribution.

### 3. Travel:

**Grant Fund: \$5,000** *Cost Share: \$6,150* 

- a. Two project staff will attend the required IMLS Enhancement grant conference to build professional development skills and to network with other organizations and people. A total of \$2,500 is calculated using a location in Sacramento, California to estimate total cost \$274.50-per diem @ \$15.25/quarter for 18 quarters (2 persons x(2.75 days and 3 full days)=\$549), \$196 Hotel x 4 nights x 2 persons (\$1,568), gas only for 1 Tribal Vehicles for 666 miles round trip at the current \$0.575/mile (\$383).
- b. Library staff will travel approximately 1000 miles a year with trips between Orleans and Happy Camp (100 miles round trip)—this cost will include gas only as Library Staff will be able to use Tribal vehicles (\$0.575/m) = \$575 total cost, of which the Tribe will contribute the total as cost-share.
- c. Two staff members will attend the ATALM conference as a cost share to build professional development skills and to network with other organizations and people. Again we use a location in Sacramento, California to estimate total cost of \$2,500: \$274.50-per diem @ \$15.25/quarter for 18 quarters (2 persons x(2.75)).

Nanu'ithívthaaneen – Karuk Digital Enhancement for Tribal Libraries Karuk Tribe's IMLS 2015 Native American Library Services Enhancement Grant Application Budget Justification

days and 3 full days)=\$549), \$196 Hotel x 4 nights x 2 persons (\$1,568), gas only for 1 Tribal Vehicles for 666 miles round trip at the current \$0.575/mile (\$383).

### 4. Supplies, Materials, and Equipment:

Grant Fund: \$ 0
Cost Share: \$4,016

Pegasus Promise 6 Raid valued at \$2,530 will be purchase for needed digital infrastructure. A Mini Mac server valued at \$1,436 and outreach materials (total \$50 for both funding years) will be provided for use by the Karuk Department of Natural Resources to realize the project for a total of \$4,016 cost-share.

### 5. Contracts and Subawards

Grant Fund: \$24,080

Cost Share: \$50,760

- a. The Sípnuuk Digital Library Consultant will be compensated for their work at a rate calculated at \$28/hr for a total of 430 hrs/yr. The Consultant is currently contracted with the USDA Food Security Grant as a tribal digital librarian for a total of 143 hours in this third year of grant funding ending in September, 2015.
- b. The Center for Digital Archaeology (CoDA) is contracted through Tribal TANF funds to provide production for the workshops, lead workshops, create and manage the online digital library, create digital tutorials support the program throughout the full grant period. CoDA will provide the following resources at a ratio of roughly 2/3 in the first year and 1/3 provided in the final funding year:
  - Michael Ashley, CoDA Chief Executive Officer and project designer, will
    provide 15 days of his time to serve as information architect and making
    available his expertise in digital preservation practices. He will also be
    coordinating technical efforts between all partners. He will be donating 100%
    of his efforts to the project in-kind.
  - 2. Additional CoDA staff includes content developers, video leads, informatics specialists, client services, and engineers. CoDA obligates its full staff to the success of the Nanu'ithívthaaneen program.
  - 3. The full cost of CoDA's obligation to the program is \$32,000, which the Karuk TANF program will provide to the project's overall programmatic funding.
  - 4. CoDA will provide \$18,760 in-kind to support the Nanu'ithívthaaneen Karuk Digital Enhancement for Tribal Libraries project.

6. Student Support: n/a

7. Other Costs:

Grant Fund: \$ 0
Cost Share: \$ 8,250

Nanu'ithívthaaneen – Karuk Digital Enhancement for Tribal Libraries Karuk Tribe's IMLS 2015 Native American Library Services Enhancement Grant Application Budget Justification

The Karuk Tribe is committed to this project, and therefore will provide the training facilities and accommodations for the CoDa staff as an in-kind contribution. Total amount of \$8,250 is calculated by 15 days x \$150 (\$2,250) in-house training and accommodations \$3,750), 15 days x \$150 (\$2,250) for web-based training and outreach events.

8. Direct Costs: Grant Fund: \$120,484

Cost Share: \$ 80,777

The total direct costs are \$103,508 over the two-year project period, in which we are requesting \$94,762 from IMLS.

9. Indirect Costs Grant Fund: \$29,516

Cost Share: \$ 4,848

Indirect costs are calculated at our Negotiated Indirect Cost Rate for FY 2014 with the U.S. Department of Interior @ 50% of wages including 50% of \$55,760 = \$28,880. Inkind indirect costs are 50% of \$7,000=\$3,500.

**10. Total Project Costs** 

Grant Fund: \$150,000

Cost Share: \$ 85,625

Grand Total:\$235,625

The Karuk Tribe's IMLS 2015 Native American Library Services Enhancement Grant Application List of Key Project Staff and Consultants

People's Center Coordinator and Project Director – Carolyn Smith. A Karuk Tribal descendant, Smith holds a Master's Degree and is a PhD Candidate in Anthropology and coordinates the Happy Camp Tribal Library and People's Center Museum and Archives. Her extensive research focuses in archives and museum collections focuses on how Karuk basket weaving practices has been and remains to be a vital, living part of Karuk culture, integrated in memory, history, ecological knowledge and language. Bringing this expertise to the People's Center, she is highly invested in creating a sustainable archive for future generations.

Panamnik Center Coordinator – Bari Talley. Ms. Talley maintains and oversees the Panamnik Library and Computer Center, and the library assistant and volunteers involved in its operation. A Karuk tribal member, she helps individuals gain the skills needed to obtain jobs, including giving job search assistance and providing educational opportunities through the computer center and distance learning center, which includes teaching videography skills to students of all ages. Holding a BA in Native American Studies, Bari is also a substitute teacher for the local elementary school.

Library Assistants We are currently flying a position for a digital library assistant and have one part-time library assistant in our People's. With funding from this grant, we hope to expand working hours to fulfill these needed resources with a focus on digital skills (see Resumes). These positions fulfill general operation of the Tribal Libraries including assisting library patrons and managing the library collection. Hired to develop skills such as customer service, online research, data entry, online database operation/maintenance, and product merchandising, the Library Assistants build continuously upon skills within their jobs.

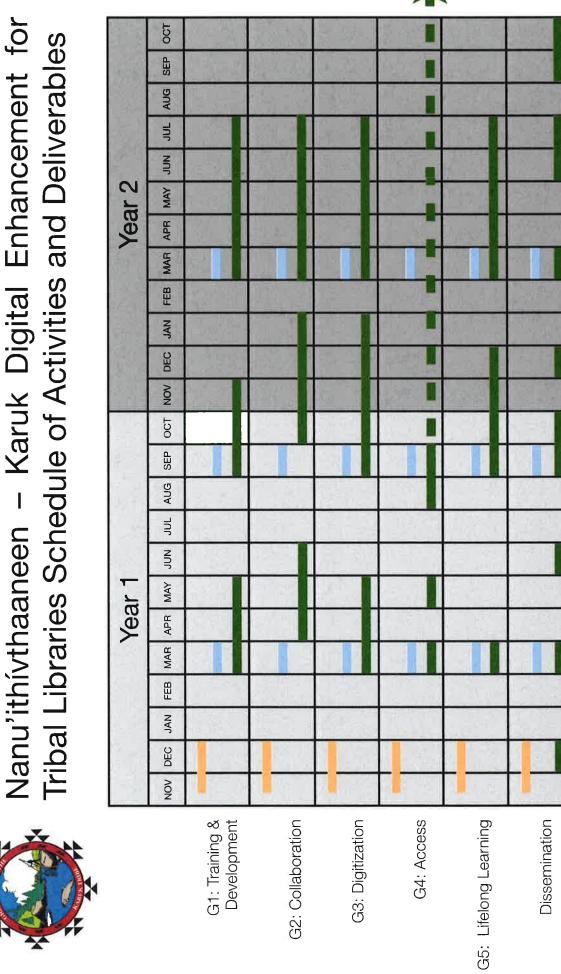
Chief Technology Officer –Michael Ashley. Dr. Michael Ashley will serve as Chief Technology Officer on the project, donating 100% of his time. Michael, CTO for the Center for Digital Archaeology, is the architect of Mukurtu CMS, which will provide the backbone to the Sípnuuk Digital Library. Michael will lead the CoDA team to assure that the training, technical support and infrastructure developed through this project are of the highest order.

Consulting Librarian—Adrienne Harling. Ms. Harling served as the Tribal Library Consultant for our IMLS Enhancement Grant for 2010-2012 and is currently the Lead for the Sípnuuk Digital Library objective in our 5-year USDA Food Security Grant. Ms. Harling has prolific insight into the needs for our Karuk Libraries including identifying professional development needs and assisting with community outreach, as she has established ties within community networks. Adrienne has a Master's Degree in Library and Information Science.

Director of Natural Resources – Leaf Hillman. Mr. Hillman is a Karuk tribal member whose expertise lies in environmental health policy and natural and cultural resource management. As an in-kind service, Mr. Hillman will use his over 22 years' experience as Director of the Karuk Department of Natural Resources to provide guidance in issues requiring tribal oversight. Mr. Hillman will provide additional expertise for collaborative research policy.

Food Security Project Coordinator – Lisa Hillman. As the Food Security Project Coordinator for the Karuk Department of Natural Resources, Ms. Hillman is able to commit 100 % of her in-kind time to help coordinate events and activities that relate to Sípnuuk, regional food security, and cultural revitalization issues. Active in her Native Karuk culture and language, Lisa holds a Master's Degree in Education and is a regular volunteer at the Panamnik Center.

# Nanu'ithívthaaneen - Karuk Digital Enhancement for





Sustainability

OMB No. 3137-0071, Exp. Date: 09/30/2015

#### DIGITAL STEWARDSHIP SUPPLEMENTARY INFORMATION FORM

#### Introduction:

IMLS is committed to expanding public access to IMLS-funded research, data and other digital products: the assets you create with IMLS funding require careful stewardship to protect and enhance their value. They should be freely and readily available for use and re-use by libraries, archives, museums and the public. Applying these principles to the development of digital products is not straightforward; because technology is dynamic and because we do not want to inhibit innovation, IMLS does not want to prescribe set standards and best practices that would certainly become quickly outdated. Instead, IMLS defines the outcomes your projects should achieve in a series of questions; your answers are used by IMLS staff and by expert peer reviewers to evaluate your proposal; and they will play a critical role in determining whether your grant will be funded. Together, your answers will comprise the basis for a work plan for your project, as they will address all the major components of the development process.

#### Instructions:

If you propose to create any type of digital product as part of your proposal, you must complete this form. IMLS defines digital products very broadly. If you are developing anything through the use of information technology – e.g., digital collections, web resources, metadata, software, data—you should assume that you need to complete this form.

Please indicate which of the following digital products you will create or collect during your project.

Check all that apply:

	Every proposal creating a digital product should complete	Part I	
	If your project will create or collect	Then you should complete	
1	Digital content	Part II	
	New software tools or applications	Part III	
	A digital research dataset	Part IV	

#### PART I.

#### A. Copyright and Intellectual Property Rights

We expect applicants to make federally funded work products widely available and usable through strategies such as publishing in open-access journals, depositing works in institutional or discipline-based repositories, and using non-restrictive licenses such as a Creative Commons license.

A.1 What will be the copyright or intellectual property status of the content you intend to create? Will you assign a Creative Commons license to the content? If so, which license will it be? <a href="http://us.creativecommons.org/">http://us.creativecommons.org/</a>

The majority of materials we will digitize, create or repurpose will be owned by the Karuk Tribe. For those belonging to Karuk tribal community members we will secure property status through our newly adopted Protocol with Agreement for the Intellectual Property Rights of the Karuk Tribe: Research, Publication and Recordings (attached in supporting document 2) to provide internal Karuk access. This will affect those materials and images that may be externally owned. When this is not possible, we will seek permissions to provide internal Karuk access through the copyright holder. However, by using Mukurtu CMS, we will be able to maintain tight control over materials that have copyright or IP constraints. We consider public access to be its own cultural protocol, and materials that are covered by this protocol will be rights cleared or simply not available for public viewing and access.

**A.2** What ownership rights will your organization assert over the new digital content, and what conditions will you impose on access and use? Explain any terms of access and conditions of use, why they are justifiable, and how you will notify potential users of the digital resources.

The Karuk Tribe will assert full or partial ownership as stated in our newly adopted Protocol with Agreement for the Intellectual Property Rights of the Karuk Tribe: Research, Publication and Recordings (attached in supporting document 2). For these digitized images and audio recordings, we will provide Tribal wide access as documented by our Enrollment Department and enabled through a Mukurtu CMS password. For those participating Karuk Tribal community members who prefer to limit access to their own family, this limited access is possible through the Mukurtu CMS platform. Conditions of use will be an agreement not to share digital images with ineligible parties, nor reproduce them unless otherwise specified. These terms of access and conditions are justifiable in the light of the many years of expropriation of Karuk Intellectual Property.

**A.3** Will you create any content or products which may involve privacy concerns, require obtaining permissions or rights, or raise any cultural sensitivities? If so, please describe the issues and how you plan to address them.

Yes, whereby privacy concerns could be redefined as Karuk Tribal values. We plan to address these concerns by using Mukurtu CMS, which has built in mechanisms to assist us in managing private, or culturally sensitive materials. Should Tribal members wish to digitize images of culturally sensitive materials, such as Karuk language materials documenting the religious formulas known only to the Fatavaanaan (priest) or other religious leaders, these matters will be brought before the Karuk Resources Advisory Board (KRAB), which serves to make decisions on culturally sensitive materials. It is presumed that these occurrences will be few, yet should they occur and the KRAB decide to approve digitization and uploading onto the Mukurtu CMS platform, we will limit access through password protection to those eligible to view.

#### Part II: Projects Creating Digital Content

#### A. Creating New Digital Content

A.1 Describe the digital content you will create and the quantities of each type and format you will use.

Images - photographs, prints, negatives, slides. Movies - original film or video transfers to digital video format. Audio - tapes, cds or other recordings transferred to digital audio format. Documents - Physical, printed documents scanned or word processing documents (MS Office) converted to PDF.

Quantity to be determined, based on success of training program, human resources, and assessment of need. We estimate that 100's of objects will be digitized (with potentially 100's of pages of corresponding text material) during the project term.

**A.2** List the equipment and software that you will use to create the content or the name of the service provider who will perform the work.

Flatbed scanner, slide scanner, video analog to digital converter (whenever possible, using the original camera as the source). Specialized media - such as reel-to-reel tapes, original film movies - will be selectively digitized following the advice garnered from participation in the IMLS funded Sustainable Heritage Network (SHN).

A.3 List all the digital file formats (e.g., XML, TIFF, MPEG) you plan to create, along with the relevant

#### C. Metadata

C.1 Describe how you will produce metadata (e.g., technical, descriptive, administrative, preservation). Specify which standards you will use for the metadata structure (e.g., MARC, Dublin Core, Encoded Archival Description, PBCore, PREMIS) and metadata content (e.g., thesauri).
Mukurtu CMS has defined Mukurtu Core, based on Dublin Core, EXIF, and influenced by several other standards, including MARC, CIDOC-CRM, RAD and EAD. Through participation in the SHN, it is anticipated that an emerging best practice grounded in standards for digital materials will provide guidance beyond the already substantial, and indigenous focused metadata already embodied in Mukurtu CMS.
C.2 Explain your strategy for preserving and maintaining metadata created and/or collected during your project and after the grant period.
Metadata associated with digital assets is considered essential and part of the records. In Mukurtu CMS, these are called 'digital heritage' items. In digital library parlance, complex digital objects. Our strategy is to render 'born archival' materials that maintain their metadata throughout the lifecycle of production, including version control and authorship.  Throughout the project, during the training periods, metadata and the Karuk cultural protocols will be reviewed and updated a needed. All of this effort will be documented in version control documents to accompany the digital library.
C.3 Explain what metadata sharing and/or other strategies you will use to facilitate widespread discovery and use of the digital content created during your project (e.g., an Advanced Programming Interface, contributions to the DPLA or other support to allow batch queries and retrieval of metadata).
Mukurtu CMS provides widespread discovery of digital content, managed through cultural protocols and community group memberships in the CMS. Several capabilities, including xml feeds and csv outputs are available. User management will be handled by Karuk tribal members who will receive training on Mukurtu CMS.

#### D. Access and Use

**D.1** Describe how you will make the digital content available to the public. Include details such as the delivery strategy (e.g., openly available online, available to specified audiences) and underlying hardware/software platforms and infrastructure (e.g., specific digital repository software or leased services, accessibility via standard web browsers, requirements for special software tools in order to use the content).

The tribal territory has limited access to the internet and cellular service. However, the digital library will be connected to the internet, and there are plans for improving access in the coming year. The digital library will thus be housed and managed on CoMunn, the cloud-based service for Mukurtu CMS, developed by the Center for Digital Archaeology. CoMunn powers Mukurtu CMS on Pantheon One, a platform-as-a-service (PAAS) that runs on RackSpace servers worldwide. Some materials will be made publicly available. Others will be managed and shared with specific families, researchers and individuals, including members and descendants of the Karuk Tribe.

All materials will be made available, depending on access protocols, through simple modern browsers.

D.2 Provide URL(s) for any exa	amples of previous digital collections of content your organization has created.
http://www.karuk.us	

#### Part III. Projects Creating New Software Tools or Applications

#### A. General Information

**A.1** Describe the software tool or electronic system you intend to create, including a summary of the major functions it will perform and the intended primary audience(s) the system or tool will serve.

We do not plan to create software in this project. However, we do plan to implement Mukurtu CMS as a core platform for sharing and managing our content.

	other existing digital tools that wholly or partially perform the same functions, and explain how the tool m you will create is different.
for the crea	d for the physical cataloging of materials (does not function for our digital content). The catalog module "provides tion and updating of catalog and holding records. You can import records from standard MARC format, hand enter pull records from one of many online resources, including our Z39.50 connection to the Library of Congress (from d site)."
B. <u>Tec</u>	hnical Information
B.1 List digital co	the programming languages, platforms, software, or other applications you will use to create your new ontent.
also open so infrastructu	MS is based primarily on Drupal, an internationally supported and developed open-source platform. Mukurtu CMS is burce under a GPL license. This platform will form the basis of our Sipnuuk Digital Library, Archives and Museum are, the repository and access-point for our digital library. Mukurtu CMS runs on a L/M/W AMP stack - Windows + Apache, MySql and PHP.
	cribe how the intended software or system will extend or interoperate with other existing software ions or systems.
locally on o	k infrastructure, the repository and access-point for our digital library, will be based on Mukurtu CMS, running ur server in the Karuk Department of Natural Resources (DNR), and in the cloud on the CoDA supported CoMunn ich runs Mukurtu CMS as a PAAS (platform-as-a-service).
	scribe any underlying additional software or system dependencies necessary to run the new software or you will create.
stand alone	central design principle for Mukurtu CMS is to "do no harm" to digital heritage content. All metadata and media e, and can be exported at any time from the system as plaintext ( CSV ) files and archival media. Furthermore, all nd media will also be stored external to the content management system in a secure file system on Karuk Tribal
L	

<b>B.4</b> Describe the processes you will use for development documentation and for maintaining and updating technical documentation for users of the software or system.
Robust documentation is a core deliverable of this project, from the planning stage, training program, production, through to dissemination and long-term cultural and digital heritage preservation planning that extends beyond the grant term.
This is not a software project. We will leverage technology to support our core mission of extending education, training and employment opportunities for our people.
B.5 Provide URL(s) for examples of any previous software tools or systems your organization has created.
Our partnering organization, CoDa, has created the following:
http://www.mukurtu.org http://www.comunn.net
C. Access and Use  C.1 We expect applicants seeking federal funds for software or system development to develop and release these products as open source software. What ownership rights will your organization assert over the new software or system, and what conditions will you impose on the access and use of this product? Explain any terms of access and conditions of use, why these terms or conditions are justifiable, and how you will notify potential users of the software or system.
n/a
C.2 Describe how you will make the software or system available to the public and/or its intended users.
n/a

## Part IV. Projects Creating Research Data

<ol> <li>Summarize the intended purpose of the research, the type of data to be collected or generated, the method for collection or generation, the approximate dates or frequency when the data will be generated or collected, and the intended use of the data collected.</li> </ol>
2. Does the proposed research activity require approval by any internal review panel or institutional review board (IRB)? If so, has the proposed research activity already been approved? If not, what is your plan for securing approval?
3. Will you collect any personally identifiable information (Pil) about individuals or proprietary information about organizations? If so, detail the specific steps you will take to protect such information while you prepare the research data files for public release (e.g. data anonymization, suppression of personally identifiable information, synthetic data).
4. If you will collect additional documentation such as consent agreements along with the data, describe plans for preserving the documentation and ensuring that its relationship to the collected data is maintained.

<ol><li>What will you use to collect or generate the data? Provide details about any technical requirements or dependencies that would be necessary for understanding, retrieving, displaying, or processing the dataset(s).</li></ol>
6. What documentation will you capture or create along with the dataset(s)? What standards or schema will you use? Where will the documentation be stored, and in what format(s)? How will you permanently associate and manage the documentation with the dataset(s) it describes?
7. What is the plan for archiving, managing, and disseminating data after the completion of research activity?
8. Identify where you will be publicly depositing dataset(s):
Name of repository:URL:
9. When and how frequently will you review this data management plan? How will the implementation be monitored?

For Office Use Only	

PLEASE NOTE: Information contained within this form may be made publicly available.

1. Applicant li	nformation							
a. Legal Name	(5a from SF424S):	Karuk Tribe						
b. Applicant D-	-U-N-S® Number (5f from S	6F424S):	1 4 5 3 0 7 9 3 0					
c. Does your o	rganization have a current	SAM.GOV	registration?	Yes	0	No		
If yes, what i	is the expiration date of you	ır registratio	on? 05/20/201	5				
d. Organization	nal Unit (if different from Le	gal Name):						
e. Organization	nal Unit Address							
Street 1	64236 Second Avenue							
Street 2								
City	Нарру Сатр			County	Siskiyo	u		
State California			Zip+4		stal Cod	de 9 6 0 3 9 - 1 0 1 6		
f. Organization	nal Unit Type (Check One):							
O Academic	Library	O Library	/ Association			School Library or School District		
O Aquarium		O Library	/ Consortium		0	applying on behalf of a School		
O Arboretum/Botanical Garden O M O Art Museum			Museum Library			Library or Libraries		
			Museum Services		0	Science/Technology Museum		
Children's	Youth Museum	~	ization/Associati		0	Special Library		
O Communi	ty College	Native     Hawai	American Tribe	/Native ı	0	Specialized Museum**		
O Four-year	College		al History/Anthro		0	State Library		
General N	/luseum*	Museu			0	State Museum Agency		
Graduate	School of Library and	O Nature	e Center		0	State Museum Library		
	on Science	O Plane	tarium		0	Zoo		
O Historic House/Site			ic Library		Institution of higher education			
O Historically Black College or University (HBCU)			arch Library/Arch	other than listed above				
O History Museum					0	Other		

<sup>\*</sup> A museum with collections representing two or more disciplines equally (e.g., art and history)
\*\* A museum with collections limited to one narrowly defined discipline (e.g., textiles, maritime, ethnic group)

#### 2. Organizational Financial Information

a. Please complete the following table for the applicant Organizational Unit for the three most recently completed fiscal years

Fiscal Year	Total Revenue*	Total Expenses**	Surplus or Deficit
2013	\$24,375,851	\$23,154,858	\$1,220,993
2012	\$22,627,471	\$22,169,300	\$458,171
2011 \$22,614,454		\$22,067,270	\$547,184

<sup>\*</sup> For nonprofit tax filers, Total Revenue can be found on Line 12 of the IRS Form 990.

** For nonprofit tax filers	Total Expenses can b	pe found on Line 18 of the IRS Form 990.
		than 10% of your annual operating budget for two or more of the three cumstances of this surplus or deficit in the box below.
Not Applicable.		
•		ed in your prior year's audit report?
O Yes	<b>⊙</b> No	O Not applicable
		ination of deficiencies, in internal control, such that there is a reasonable entity's financial statements will not be prevented, or detected and corrected
possibility that a material		ination of deficiencies, in internal control, such that there is a reasonable
possibility that a material	misstatement of the e	ination of deficiencies, in internal control, such that there is a reasonable
possibility that a material	misstatement of the e	ination of deficiencies, in internal control, such that there is a reasonable
possibility that a material on a timely basis.	misstatement of the e	ination of deficiencies, in internal control, such that there is a reasonable
possibility that a material on a timely basis.	misstatement of the e	ination of deficiencies, in internal control, such that there is a reasonable
possibility that a material on a timely basis.  If yes, please explain.	None.	ination of deficiencies, in internal control, such that there is a reasonable entity's financial statements will not be prevented, or detected and corrected
possibility that a material on a timely basis.	None.	ination of deficiencies, in internal control, such that there is a reasonable entity's financial statements will not be prevented, or detected and corrected

3. Grant Program Informa	tion				
a. Laura Bush 21 <sup>st</sup> Century Librarian Program Select one funding category:		-	arks! Ignitio	on Grants	
O Project Grant			Museum	☐ Library	
O Collaborative Plan			<b>—</b>		A
National Forum Plan	anning Grant			seums for A	America iect category:
Select one project ca	teaory:			Learning Exp	
O Masters-level Prog				Community A	
O Doctoral-level Prog	grams		0	Collections S	Stewardship
C Early Career Deve	•		_		
O Continuing Educat		`anasitu	Se	elect one fund	
<ul><li>Programs to Build</li><li>Research</li></ul>	institutional C	араспу	0	applicant co	requested total \$25,000 or less with no ost share permitted. requested total more than \$25,000 with
☐ b. National Leadership		Libraries	0		ost share required.
Select one funding ca O Project Grant	ategory:		□f Na	tional Loads	ership Grants for Museums
O Collaborative Plan	ning Grant			lect one proje	
O National Forum Pl				Learning Ex	
	Ü		0	Community	Anchors
Select one project ca			0	Collections	Stewardship
O National Digital Pla	attorm		□ ~ M.	anum Cranto	for African American History and Cultura
O STEM O Learning Spaces				lect one fund	for African American History and Culture
O Learning opaces					requested total \$25,000 or less with no
c. Native American/Na	ative Hawaiia	n Library	0	applicant cos	st share permitted.
Select one funding ca	ategory:				requested total more than \$25,000 with
O Basic Grant Only	Education/Aca	ocement Ontion		applicant cos	st share required.
<ul><li>Basic Grant with E</li><li>Enhancement Gra</li></ul>		essment Option	□h Na	ative Americ	an/Native Hawaiian Museum Services
Native Hawaiian Library Services		<u></u>	anto Amono	annual vo navanan massam services	
4. Please check this box i			M learnine	. 🗆	
5. Funding Request Inform			•	<b>'</b> Ш	
a. IMLS funds requested:	\$150,000		b. Cost s	hare amount	\$94,102
6. Project Subject Area	No.				
-					
Please select the subject a			ed project:		
21st Century Skills	_	☑ Digital Literacy			Information
Afterschool/Out-of-School	00I [	Disaster Prepa	reaness		<ul> <li>☐ Infrastructure/Systems/Workflows</li> <li>☐ Learning Tools and Interactives</li> </ul>
✓ Accessibility ☐ Early Learning ☐ Broadband ☐ Economic/Com		Economic/Com	munity De	velonment	☐ Learning Tools and Interactives ☐ Lifelong Learning
☐ Civic Engagement ☐ Education Sup		-	VCIOPITICITE	✓ Intergenerational	
✓ Community Engagement ☐ Environment at				STEM (Science, Technology,	
✓ Collections Care/Preservation ☐ Global Awaren		ess		☐ Engineering, Math)	
Cultural Heritage/Susta	ainability	☐ Health and We	llness		✓ Workforce Development/Job Assistance
					☐ Other
If other, please specify:	ustainability of	Native Culture and	Language		
3 OMB Number 3137-0	071, Expiratio	n date: 09/30/201	15		

7. Population Served				
Please select the population(s) served by the proposed project:				
✓ General Population		✓ Museum and/or Library Professionals		
☐ Early Childhood/Preschool (0-	-5 years)	✓ Native Americans/Native Hawaiians/	Alaskans Nati	ve
	hool (6-12 years)	People with Mental or Physical Challe	enges/Disabil	ities
✓ Adolescents/High School (13-	-19 years)	People who are Low Income/Econom	nically Disadva	antaged
✓ Adults		Rural Populations		
✓ Aging, Elderly, Senior Citizens	s (65+ years)	✓ Scholars/Researchers		
Ethnic or Racial Minority Popu Native Americans/Native Haw	ulations other than vailans	✓ Unemployed  ☐ Urban Populations		
√ Families/Intergenerational		Other		
☐ Immigrants/Refugees		_		
☐ Military Families				
If other, please specify:				
8. Museum Profile (Museum Appl	icants Only)			
	state or local governme	n that has tax-exempt status under the ent that is organized on a permanent	O Yes	O No
b. Does the institution own or use th	nese objects, whether a	nimate or inanimate?	O Yes	O No
c. Does the institution care for these objects?			O Yes	O No
d. Does the institution exhibit these facilities the institution owns or oper		oublic on a regular basis through	O Yes	O No
e. Is the institution open and exhibit year through facilities the institution		the general public at least 120 days a	O Yes	O No
f. Institution's attendance for the 12-	-month period prior to th	he application		
On-site: Off-s	site:			
g. Year the institution was first open	and exhibiting to the p	public:		
h. Total number of days the institution	on was open to the pub	olic for the 12-month period prior to applica	ation:	
<ul> <li>i. Does the institution employ at least whether paid or unpaid, who is prime public of tangible objects owned or</li> </ul>	narily engaged in the ac		O Yes	O No
j. Number of full-time paid institution	ı staff:			
k. Number of full-time unpaid institu	tion staff:			
I. Number of part-time paid institution	on staff:			
m. Number of part-time unpaid insti	tution staff:			

9. Project Elements (Museums for America and National Leadership Grants for Museums Applicants Only) Your response to this question will help us match your application to reviewers with appropriate experience. Begin by choosing the project category that you selected in Question 3 (Grant Program Information). **LEARNING EXPERIENCES** If you are applying in the Learning Experiences Project Category, select the *primary* element that is core to your proposed project from the list below. Check only one. O Adult Programs/Lifelong Learning O Interpretation O Digital Media C K-12 Programs with Schools C Early Learning K-12 Programs – Out of School O Exhibitions O Professional Development/Training C Family Programs Public Programs **COMMUNITY ANCHORS** If you are applying in the Community Anchors Project Category, select the primary element that is core to your proposed project from the list below. Check only one. Audience Development/Community Outreach O Digital Media O Audience Research and Evaluation O Professional Development/Training O Civic Engagement O Visitor Experience Community-Driven Exhibitions and Programs O Community-Focused Planning Activities **COLLECTIONS STEWARDSHIP** If you are applying in the Collections Stewardship Project Category, select the primary element that is core to your proposed project from the list below. Check only one. Conservation **Collections Management**  Cataloguing, Inventorying, Registration O Environmental Improvement/Rehousing Survey Collections Planning Treatment O Information Management O Professional Development/Training Please identify the material type(s) that will be affected by your project. ☐ Animals, living Photographic Materials ☐ Animals, preserved ☐ Plants, living ☐ Architecture ☐ Plants, preserved ☐ Books and Paper □ Sculpture ☐ Textiles ☐ Electronic Media ☐ Objects ☐ Wooden Artifacts

☐ Paintings



### United States Department of the Interior

NATIONAL BUSINESS CENTER
Indirect Cost Services
2180 Harvard Street, Suite 430
Sacramento, CA 95815



February 11, 2014

Mr. Michael Thom, Vice Chairman Karuk Tribe P.O. Box 1016 Happy Camp, CA 96039

Dear Mr. Thom:

Enclosed is the signed original negotiated indirect cost rate agreement that was processed by our office. If you have any questions concerning this agreement, please refer to the signature page for the name and contact number of the negotiator.

As a recipient of federal funds, you are required to submit Indirect Cost Proposals on an annually basis. Proposals are due within 6 months after the close of your fiscal year end and are processed on a first-in, first-out basis.

#### Common fiscal year end dates and proposal due dates are listed below:

Fiscal Year End Date	Proposal Due Date
September 30 <sup>th</sup>	March 31 <sup>st</sup>
December 31 <sup>st</sup>	June 30 <sup>th</sup>
June 30 <sup>th</sup>	December 31 <sup>st</sup>

Please visit our Web site at <a href="http://www.doi.gov/ibc/services/Indirect\_Cost\_Services">http://www.doi.gov/ibc/services/Indirect\_Cost\_Services</a> for guidance and updates on submitting future indirect cost proposals. The website includes helpful tools such as a completeness checklist, indirect cost and lobbying certificates, sample proposals, excel worksheet templates, and links to other Web sites.

Sincerely,

Deborah A. Moberly

Office Chief

Enclosure

cc: Self-Determination Specialist, Pacific Regional Office, Bureau of Indian Affairs Director, Self-Determination Services, Indian Health Services, HQE Compact Negotiator, Office of Self Governance, North West Field Office, BIA

Ref: J:\Native Americans\Pacific (Sacramento SA)\Karuk Tribe (Ktcaw139)\FY 14\Issue Ltr.doc



## Indian Organizations Indirect Cost Negotiation Agreement

EIN: 94-2576572

Organization:

Date: February 11, 2014

Karuk Tribe P.O. Box 1016 Happy Camp, CA 96039 Report No(s).: 14-A-0421

Filing Ref.:

Last Negotiation Agreement dated May 2, 2013

The indirect cost rate contained herein is for use on grants, contracts, and other agreements with the Federal Government to which Public Law 93-638 and 2 CFR 225 (OMB Circular A-87) apply, subject to the limitations contained in 25 CFR 900 and in Section II.A. of this agreement. The rate was negotiated by the U.S. Department of the Interior, Interior Business Center, and the subject organization in accordance with the authority contained in 2 CFR 225.

#### Section I: Rate

	Effective Period			Applicable		
Туре	From	То	Rate*	Locations	То	_
Fixed Carryforward	10/01/13	09/30/14	50.00%	All	All Programs	

\*Base: Total direct salaries and wages, excluding fringe benefits. The rate applies to all programs administered by the Tribe. To determine the amount of indirect costs to be billed under this agreement, direct salaries and wages should be summed and multiplied by the rate. All other program costs, including fringe benefits associated with direct salaries and wages, should be eliminated from the calculation.

Treatment of fringe benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs; fringe benefits applicable to indirect salaries and wages are treated as indirect costs.

#### Section II: General

Page 1 of 3

A. Limitations: Use of the rate contained in this agreement is subject to any applicable statutory limitations. Acceptance of the rate agreed to herein is predicated upon these conditions: (1) no costs other than those incurred by the subject organization were included in its indirect cost rate proposal, (2) all such costs are the legal obligations of the grantee/contractor, (3) similar types of costs have been accorded consistent treatment, and (4) the same costs that have been treated as indirect costs have not been claimed as direct costs (for example, supplies can be charged directly to a program or activity as long as these costs are not part of the supply costs included in the indirect cost pool for central administration).

B. Audit: All costs (direct and indirect, federal and non-federal) are subject to audit. Adjustments to amounts resulting from audit of the cost allocation plan or indirect cost rate proposal upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation agreement.

- C. Changes: The rate contained in this agreement is based on the organizational structure and the accounting system in effect at the time the proposal was submitted. Changes in organizational structure, or changes in the method of accounting for costs that affect the amount of reimbursement resulting from use of the rate in this agreement, require the prior approval of the responsible negotiation agency. Failure to obtain such approval may result in subsequent audit disallowance.
- D.
- 1. Fixed Carryforward Rate: The fixed carryforward rate is based on an estimate of costs that will be incurred during the period for which the rate applies. When the actual costs for such period have been determined, an adjustment will be made to the rate for a future period, if necessary, to compensate for the difference between the costs used to establish the fixed rate and the actual costs.
- 2. Provisional/Final Rate: Within 6 months after year end, the final rate must be submitted based on actual costs. Billings and charges to contracts and grants must be adjusted if the final rate varies from the provisional rate. If the final rate is greater than the provisional rate and there are no funds available to cover the additional indirect costs, the organization may not recover all indirect costs. Conversely, if the final rate is less than the provisional rate, the organization will be required to pay back the difference to the funding agency.
- E. Agency Notification: Copies of this document may be provided to other federal offices as a means of notifying them of the agreement contained herein.
- F. Record Keeping: Organizations must maintain accounting records that demonstrate that each type of cost has been treated consistently either as a direct cost or an indirect cost. Records pertaining to the costs of program administration, such as salaries, travel, and related costs, should be kept on an annual basis.
- G. Reimbursement Ceilings: Grantee/contractor program agreements providing for ceilings on indirect cost rates or reimbursement amounts are subject to the ceilings stipulated in the contract or grant agreements. If the ceiling rate is higher than the negotiated rate in Section I of this agreement, the negotiated rate will be used to determine the maximum allowable indirect cost.
- H. Use of Other Rates: If any federal programs are reimbursing indirect costs to this grantee/contractor by a measure other than the approved rate in this agreement, the grantee/contractor should credit such costs to the affected programs, and the approved rate should be used to identify the maximum amount of indirect cost allocable to these programs.
- I. Central Service Costs: Where central service costs are estimated for the calculation of indirect cost rates, adjustments will be made to reflect the difference between provisional and final amounts.

#### J. Other:

1. The purpose of an indirect cost rate is to facilitate the allocation and billing of indirect costs. Approval of the indirect cost rate does not mean that an organization can recover more than the actual costs of a particular program or activity.

- 2. Programs received or initiated by the organization subsequent to the negotiation of this agreement are subject to the approved indirect cost rate if the programs receive administrative support from the indirect cost pool. It should be noted that this could result in an adjustment to a future rate.
- 3. New indirect cost proposals are necessary to obtain approved indirect cost rates for future fiscal or calendar years. The proposals are due in our office 6 months prior to the beginning of the year to which the proposed rates will apply.

Agency

#### Section III: Acceptance

Listed below are the signatures of acceptance for this agreement:

By the Indian Orga	nization:
--------------------	-----------

By the Cognizant Federal Government Agency:

U.S. Department of the Interior

Interior Business Center

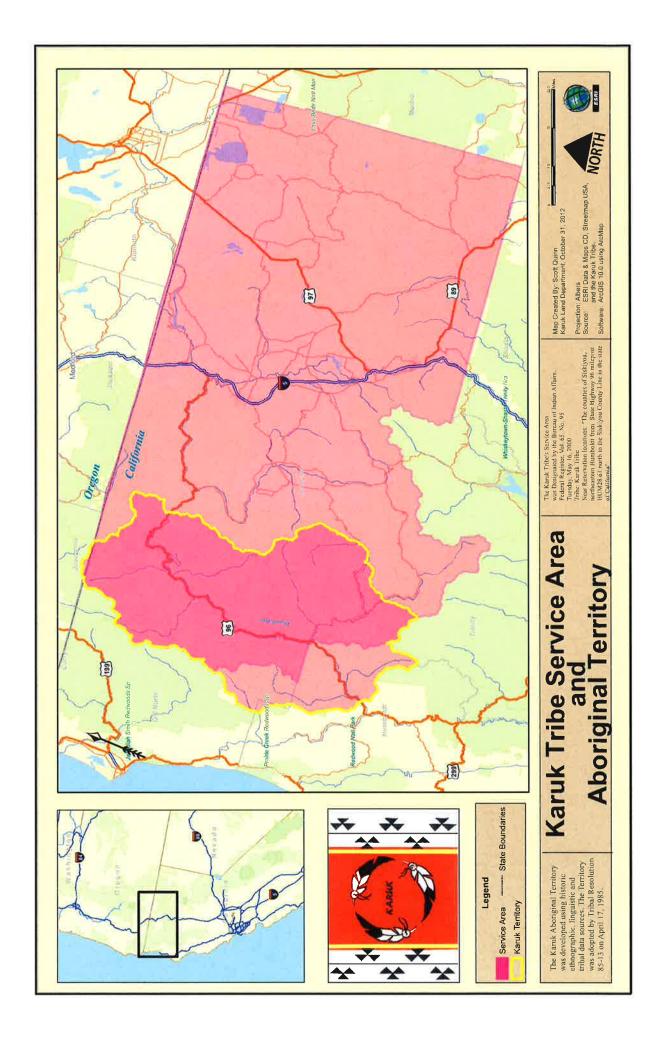
Karuk Tribe	
Tribal Government	
Muhail Thom	/s,
MICHAEL THOM  Name (Type or Print)	
VICE CHAIRMAN	
Title	
2-9-2014	
Date	

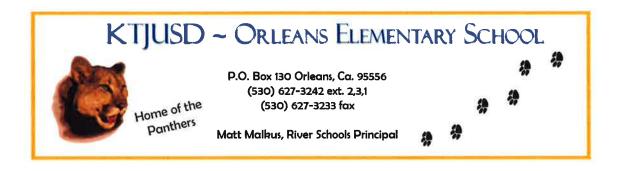
Signature
Deborah A. Moberly
Name
Office Chief

Office of Indirect Cost Services
Title

FEB 1 1 2014

Date Negotiated by Elena Chan Telephone (916) 566-7102





Tuesday, February 3, 2015

The Institute of Museum and Library Services 1800 M Street NW 9th Floor Washington, DC 20036-5802

To Whom This May Concern

As the Instructional Media Resource Assistant at Orleans Elementary school I would like to show my support for the Karuk Tribe's Nanu'ithivthaaneen – Karuk Digital Enhancement for Tribal Libraries proposal to the IMLS 2014. The Karuk Tribal Library is a wonderful resource for our small Elementary School here in Orleans. Our students' use of the Karuk Tribe's Computer Lab and Library is an invaluable resource for teaching our students the 21st century skills they will need for high school and beyond.

This project will be especially useful to our students and teachers when they want to access local Tribal information. Currently there is not a great deal of material available for research projects making it difficult for students to gain information and produce projects that reflect deeper understanding of the Karuk Tribes history and current practices.

Personally I am very excited to be "on the fringe" of this project. Every opportunity we can give our children, both tribal and non-tribal, to be able to access information via technology, will boost their academic possibilities and help to decrease the harsh consequences of the digital divide for them in their future endeavors.

Again, I fully support this proposal, and look forward to a favorable outcome.

Sincerely,

2/3/2015

Signed by: mmclaughlin
Martha McLaughlin
Secretary/Library Technicial
IMRA

X Martham Loughlin

**Orleans Elementary School** 

## Happy Camp Community Computer Center



Advocating Technology Access For All

The Institute of Museum and Library Services 1800 M Street NW 9<sup>th</sup> Floor Washington DC 20036-5802

February 2, 2015

Dear Sir or Madam,

As the Workforce Development Coordinator at the Happy Camp Computer Center, I would like to express my support of the 'Nanu'ithivthaaneen – Karuk Digital Enhancement for Libraries project.

We agree that the objectives of 'Nanu'ithivthaaneen – Karuk Digital Enhancement are on par with the mission of the Happy Camp Computer Center. It is absolutely one of our goals at the Happy Camp Community Computer Center to preserve through technologies any documents of cultural heritage that come to us. We will also be glad to hold an event and assist in raising community support and awareness surrounding the Nanu'ithivthaaneen project. We support strongly the efforts of tribal members to preserve documentation, cultural content and historical archives for future generations.

Sincerely,

Frank Snider

Workforce Development Coordinator

Angela Worcester

Technology Assistant

ingle Woraso

## Happy Camp Community Computer Center



## Advocating Technology Access For All

The Institute of Museum and Library Services 1800 M Street NW 9<sup>th</sup> Floor Washington DC 20036-5802

February 2, 2015

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Sincerely,

Frank Snider

Workforce Development Coordinator

Angela Worcester Technology Assistant



## **Community Computer Center @ Orleans**

Serving the Orleans, Somes Bar, Weitchpec and Forks of Salmon Communities since 1999 PO Box 426

459 Asip Road, Orleans CA 95556

Phone: 530-627-3081, Fax: 530-627-3087

February 5, 2015

The Institute of Museum and Library Services 1800 M Street NW, 9tth Floor Washington, DC 20036-5802

To Whom it May Concern:

I am writing to express enthusiasm and support of the Karuk Tribe's Department of Natural Resources application to the IMLS for a Nanu'ithívthaaneen – Our Land Digital Library Enhancement project.

We believe this project will be a tremendous benefit to the residents of Orleans, surrounding communities and the region. This program strengthens our region's capacity and promotes tribal sovereignty through access and control of cultural information. This project would allow local students and community members to access to a vast array of information on Traditional Ecological Knowledge that is currently difficult to locate, and provide technology-mediated educational opportunities.

We have been partners with the Karuk Tribe since 1999 and feel the expansion of digital information available is the logical next step. With the increased internet capacity coming through the Klamath Rural Broadband Initiative, we feel this project will increase cultural awareness and will provide a model for other rural and tribal communities.

We wholeheartedly support this important project.

Sincerely.

Roberta Coragliotti Executive Director Voice: 627-3333



# KTJUSD Indian Education & Native Language Program

P.O. Box 1308 11500 State Highway 96 Hoopa, CA 95546 (530) 625-5600 x 9



The Institute of Museum and Library Services 1800 M. St. NW
9th Floor
Washington, DC 20036-5802

February 3, 2015

#### To Whom It May Concern:

This letter is in support of the Karuk Tribe's Nanu'ithívthaaneen – Karuk Digital Enhancement for Tribal Libraries proposal. Preservation and digitization of Karuk language materials, and documentation of the cultural management practices of its natural resources and traditional knowledge and skills of native people is of the utmost importance. Making this information assessable to not only the local community, but globally will help ensure the preservation of this knowledge. Public schools, tribal departments, researchers, and other interested people will be able to access accurate information that heretofore was inaccessible.

Professional development for Karuk Tribal Library staff in digital archaeology will ensure integrity of information cataloging and preservation. Consolidating this information in the Digital Library will be a significant asset to the tribe's effort to preserve their tribal heritage, and ensure its continuance into the generations to come. Once again, I strongly support the Karuk Tribe's Digital Enhancement for Tribal Libraries proposal. If you have any questions please don't hesitate to call me at (530) 625-5600 x 2335.

Respectfully yours,

Margo Robbins

Margo Robbins Indian Education & Native Language Director Klamath-Trinity Joint Unified School District

#### UNIVERSITY OF CALIFORNIA, BERKELEY

University and Jepson Herbaria

BERKELEY · DAVIS · IRVINE · LOS ANGELES · MERCED · RIVERSIDE · SAN DIEGO · SAN FRANCISCO



The Institute of Museum and Library Services 1800 M. St. NW 9<sup>th</sup> Floor Washington, DC 20036-5802

February 2, 2015

Re: Letter of support for The Karuk Tribe's 2015 Nanu'ithívthaaneen – Karuk Digital Enhancement for Tribal Libraries

To Whom it May Concern:

I want to express my strong support for the Karuk Tribe's proposal to the Institute of Museum and Library Services Native American Library Services Enhancement Grant program. I would be delighted to collaborate with their program.

As a Cooperative Extension Specialist in the Department of Environmental Sciences, Policy and Management at UC Berkeley, I am actively involved in research and education efforts in the Klamath Basin to enhance ecocultural revitalization of tribal foodsheds. As PI, in partnership with the Karuk Tribe among others, we were able to secure a 5-Year USDA-NIFA-AFRI Food Security Grant to enhance tribal health and food security in the Klamath Basin of Oregon and Califorinia by focusing on ecosystem restoration and revitalization of traditional foods. One small component of our project is to build a digital library to serve as a repository for all food systems related materials and information that is relevant for researchers, tribal members and policy makers.

The IMLS grant would provide critical funds to augment the collection, including supporting in-house preservation and digitization of materials related to the Karuk culture, and build tribal librarian capacity to manage the collections and do effective outreach with the tribal community, so that they may be able to take full advantage of the resources and materials collected.

I am highly impressed with the work performed to date by the Karuk Tribe on the development of the digital library, in partnership with local librarian Adrienne Harling, and am confident that under the leadership of Carolyn Smith, this project will make significant contributions to enhancing the work already being done, and taking it to the next level by building additional tribal capacity to manage, continue to build, and maintain the collections as well as conduct effective outreach within the community in perpetuity.

Thank you for your consideration to support the Karuk Tribe's Nanu'ithívthaaneen program. Your dollars will be well invested.

Please feel free to contact me if you have any questions.

Jennifer Sowerwine

Assistant Cooperative Extension Specialist Environmental Science, Policy and Management Dept. UC Berkeley jsowerwi@berkeley.edu

## Brittany Souza Karuk Tribe Library Assistant March 2014-Present

Ms. Souza first began working at the Karuk People's Center in March of 2014 as a Part Time Sales Clerk as the People's Center Gift Shop. Since that time she has also assisted the People's Center with the display and organization of items in the museum. She also assists with ordering supplies.

She is a resident of the Happy Camp community and a Karuk tribal member. Ms. Souza is a very committed community member often volunteering at the a variety of community functions such as annual Holiday Dinners, Indian Parent Committee, and the Fall and Spring Karuk Basket Weavers Gatherings.

#### Carolyn Smith

177 Academy Lane, Sonoma, CA 95476 Phone: 707-235-0355 Email:casmith@berkeley.edu

#### Qualifications

- Extensive archival and museum collection research experience in local and national museums, focusing on Karuk basketry, traditions, culture, and history
- Successfully written competitive fellowship and grant applications
- Experience with developing and coordinating workshops and educational programs

#### Education

University of California-Berkeley
PhD Candidate in Anthropology
University of California-Berkeley
MA in Anthropology
Sonoma State University
BA in Anthropology, minor in Linguistics, Magna cum Laude
Santa Rosa Junior College
2010-expected 2016
2010-expected 20

AA in Humanities, Highest Honors

#### **Work Experience**

#### **People's Center Coordinator**

2015-present

- Supervise day-to-day operations of the Center, including museum, retail store, and library
- Manage, report, and implement all assigned grant-related programs
- Plan and develop the Center's programing, including classes and public events
- Develop and implement museum exhibitions
- Implement culturally appropriate management, care and preservation of museum collections

#### Graduate Student Instructor—University of California, Berkeley

Fall 2014

- Conceptualized and implemented course entitled, "Collecting, Collaborating, and Coming Home: Museum Anthropology and Indigenous Museums," for the Department of Anthropology.
- Provided students with a firm understanding of the complex relationships between museums and Native Americans, focusing particularly on NAGPRA.
- Encouraged student engagement with course readings by employing critical thinking and reading skills.

#### Graduate Student Instructor—University of California, Berkeley

Fall semesters 2011, 2012

- Instructed students on subjects including Native American art, museum design and curation.
- Assisted students with semester-long research projects, demystifying the research process.
- Facilitated student discussions on course readings, clarifying complex theoretical questions.

#### Manager, Retail Sales—Gifted—Sonoma, CA

2007-2009

- Selected and purchased fine, handmade American art and crafts for the gallery.
- Oversaw employee scheduling, balanced daily cash drawer, delivered bank deposits, inventoried new merchandise, created in-store merchandise displays.
- Provided quality customer service, fostering repeat business
- Responded to and resolved customer grievances quickly and diplomatically

#### Retail Sales-Earthworks-Sonoma, CA

2000-2007

- Assisted customers with purchases of high-end American-made jewelry and artwork
- Maintained customer mailing list and assisted with developing and mailing promotional materials
- Tracked stock through computerized system and conducted annual inventory
- Designed and executed award-winning window displays

#### Manager, Retail Sales—Harvest Home—Sonoma, CA

1998-2000

- Provided quality customer service, tracking purchases, and following up on customer satisfaction
- Trained new employees, from cultivating good customer service to executing daily bookkeeping
- Oversaw store opening and closing procedures, keeping the store clean and inviting

#### Skills

**Skills**: Digital and 35mm photography, basket weaver, and beginning Karuk language learner. **Computer:** Proficient in Microsoft Word, Excel, PowerPoint; basics in FileMaker Pro.



## Statement of Qualifications Bari G. M. Talley

PO Box 175 Orleans CA 95556

Phone: 530.627.3996 Cell: 808.344.3972 E-mail: btalley@karuk.us

#### CAREER SUMMARY

Career emphasis in education, technology and art in the Native American community. Demonstrated ability to successfully complete a variety of projects, working under deadlines with diverse groups. Jobs have included cultural curriculum development, library coordination, teaching technology, workforce development, grant writing, youth advisor, desktop publishing, videography, program administration, event coordination, and more.

#### PROFESSIONAL EXPERIENCE

2006-Present	Workforce Development Trainer, Karuk Community Development Corporation (KCDC).
	Helping individuals gain skills to obtain jobs, including job search assistance, as well as providing
	educational opportunities at the computer center and through distance learning. This includes
	technology and videography workshops for students of all ages, as well as GED prep and
	tutoring. Supervising and training staff and volunteers. Grant writing and administration including
	a grant from California Virtual Campus and from the Library Services and Technology Act to
	increase literacy and relevant cultural curriculum.

2007-Present	Tribal Library Coordinator, Karuk Tribe. Maintaining and overseeing the Karuk Panamnik
	Library programs including literacy events, federal grant management, coordination of the NW
	California Tribal Library Network, as well as supervision of staff and volunteers.

2014-Present	Karuk Food Security Nanau'ávaha K12 Curriculum -Contractor, the project is to adapt and
	enhance the existing Indian Land Tenure Foundation curriculum developed by educators at
	Klamath-Trinity Joint Unified School District (KTJUSD) to focus specifically on Karuk language
	and culture to meet the educational needs for students in our tribal service areas.

2013-2014	NAGPRA -Contractor. Worked as a member of the Karuk Media Team to document the
	repatriation process for Karuk cultural objects from the Autry National Center using photography,
	videography and desktop publishing.

2004-Present	30-Day Substitute Teaching Permit, Implementing planned curriculum with K-8 students, as
	well as developing computer and creative projects based on the goals/objectives of the class.

2002-2010	Desktop Publisher/Editor for the Mid Klamath Watershed Council Newsletter (circ. 1,850),
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2004	Literacy Paraprofessional, Yurok Magnet Elementary, KTJUSD. Worked with K-3 students to
	improve skills in all academic subject areas using culturally-relevant curriculum.

2001-2003	Media Outreach Coordinator/Cultural Resource Clerk/Illustrator, Indian Education Program,
	KTJUSD. Edited program newsletter, developed curriculum catalog, produced radio public
	service announcements with high school students, worked on program website committee, and
	coordinated a district-wide writing/art contest. Managed library resources. Illustrated The Little
	Acorn, a children's book published in English, Karuk, Yurok and Hupa.

2001	Artist-in-Residence Performance Agreement, Orleans Elementary, KTJUSD. Developed and
	taught curriculum based on the California Education standards in visual and performing arts, as
	well as writing and storytelling.

1999-2000	Program Coordinator, Panamnik Child Care Center. Karuk Tribe. Developed and taught play-
	based curriculum, as well as Karuk language and culture, to children aged 6 months to 8 years.
	Supervised staff and worked with parents to develop educational goals and objectives. Recruited
	students and maintained student records. Grant writing and program administration.

1998-1999	Program Assistant, Longhouse Education and Cultural Center, The Evergreen State College.
	Worked with the Director to administer the Native Economic Development Arts Initiative (NEDAI),
	to promote education, cultural preservation and economic development of Native American
	artists. Designed and maintained an Access database for artists and workshops. Edited quarterly
	newsletter (circ. 1,500). Coordinated artist-in-residence workshops.

#### ADRIENNE R.S. HARLING

HC 1 Box 242, Forks of Salmon, CA 96031 530-509-5017 adrienne.harling@gmail.com

#### **Education and Credentials:**

Academy of Certified Archivists
Certified Archivist, August 2012

San Jose State University School of Library and Information Science, San Jose, CA Masters in Library and Information Science, May 2008

• Emphases of coursework and projects were in archives, tribal libraries, ethics relating to management of tribal cultural information, and special collections.

University of Washington, Seattle, WA **B.S.**, **Biology**, June 2002

#### **Specialized Training:**

Society of American Archivists

Copyright Issues for Digital Archives, October, 2013

#### Experience:

Tribal Library Consultant, Karuk Tribe, Happy Camp, CA, 2010-present

 Provide professional support to tribal library and archives development, including planning, acquisitions, cataloging, community outreach, and professional development of library staff. Currently helping to plan for digital content management.

Processing Archivist, Humboldt State University, Arcata, CA, February 2010-2012, 2013-2014

• Arranged, preserved and described two large environmental sciences manuscript collections for Humboldt State University Library's special collections.

Competitive Intelligence Research Specialist, Humboldt State University, Arcata, CA, June 2008-2010

• Provided custom research reports for small businesses and tribes in the northern California region to help facilitate regional economic growth.

Project Coordinator, Klamath Salmon Natural History Library, Orleans, CA, Jan 2002-Mar 2008

• Planned, secured initial funding for, and developed small natural resources special collection

**Library and Archives Intern,** Humboldt State University Library, Special Collections, Arcata, CA, Fall 2006 and Spring 2007

 Processed archival collections, provided reference services for diverse student and community researchers in a special collection focused on local (Humboldt County) history.

#### **Publications:**

Harling, Adrienne. MPLP as Intentional, Not Necessarily Minimal Processing: The Rudolf W. Becking Collection at Humboldt State University. American Archivist 77(2): 489-498

Harling, Adrienne. What to Do About Privilege: Reflections on Diversity from One Archivist's <u>Beyond</u> Borders Experience. Archival Outlook: November/December 2012.



## **Professional History**

2007-present	Director, Karuk Department of Natural Resources
2002-2007	Vice-Chairman, Karuk Tribal Council
1995-2002	Director, Karuk Department of Natural Resources
1990-1995	Director, Karuk Fisheries Department
1985-1990	Program Supervisor, Native Stocks Enhancement Program,
	Northern California Indian Development Council
1983-1987	Councilmember, Karuk Tribal Council
1983-1990	Chairman, Karuk Tribe Forestry, Fish and Water Committee

#### **Boards and Committees**

2015-present	People's Center Advisory Board Member
2015-present	Karuk Designated Representative to the Inter-Agricultural Council Board
2006-present	President of the Board of Directors, Klamath River Keeper
2004-present	Steering Committee Chairman, Klamath Restoration Council
2002-present	Chairman of Karuk Tribal Court Appointed Special Advocate Program
	(CASA), a program is designed to keep Karuk children in Karuk families
1995-present	Chairman/Co-Founder, Klamath Intertribal Fish & Water Commission
1994-2000	Board of Directors and founding member of the California Indian Forest
	and Fire Management Council
1992-1996	Chairman of the Parent-Teacher Committee, Orleans Elementary School
1992	Member of the Salmon River Spring Chinook Recovery Team
1986-2003	Native American Advisory Committee Member, State Board of Forestry
1985-1990	Founding Member of the Native American Fish and Wildlife Society
1985-2005	Member of the Klamath River Basin Fisheries Task Force
1984-1988	Board of Directors of the United Way of Humboldt County
1983-1986	Board of Directors of the American Red Cross of Humboldt County
1980-2002	Karuk Language instructor teaching courses at all levels of public
	education as well as Adult Community Classes



Department of Natural Resources PO Box 282 Orleans, Ca 95556 <u>leafhillman@karuk.us</u> 530.627.3446

#### **Publication**

Hillman, L., Salter, J.: <u>Environmental Management: American Indian Knowledge and the Problem of Sustainability</u>, *Forests, Trees, and People*, no. 34, 1997

#### **Ceremonial Responsibilities and Contributions**

Mr. Hillman is descended from a prominent dance owning family from the Karuk village of Pishpisharihuk, near Katimin, the Karuk center of the world. He was bequeathed stewardship over the dances by his uncle and trained to be a World Renewal Priest when he was 14.

Today, Mr. Hillman continues the tradition of administering the ceremonies and associated dances in cooperation with other dance owners. These ceremonies are part of Pikyávish, the Karuk World Renewal Ceremony, whereby the world is remade each year using a formula prescribed to the Karuk People by the Creator at the beginning of time. The associated dances include: White Deerskin Dance, Boat Dance, Medicine Dance, and War Dance.

Mr. Hillman is a devoted ceremonial leader committed to rejuvenating, rebuilding and strengthening the community's participation in ceremonies after 150 years of active repression through local, state, and federal governments. He has been integral in reclaiming and reconstructing ceremonial dance grounds, and preserving, repatriating and constructing regalia. Inherent to this process has been the involvement of youth and the passing down of traditional songs and regalia making practices.

#### **Site Preservation and Protection Activities**

- Led successful effort to establish eligibility of the Tishániik Ceremonial Grounds for the National Register.
- Lead negotiator in the successful effort to return Katimin, the Karuk Center of the World, to Tribal Trust for ceremonial use.
- Participated in the efforts to protect areas sacred to the Karuk, Yurok, and Tolowa Tribes in the Siskiyou Mountains from logging and construction of the Gasquet to Orleans road.
- Led successful effort to protect Sahvúrum Mountain, a Karuk sacred site associated with Pikyávish ceremonies, from logging.
- Participated in negotiations to gain access and control of scared ceremonial dance site Ameekyáaraam, where salmon were created at the beginning of time. This is the site of the Karuk First Salmon Ceremony.
- Led state wide effort to reform State Board of Forestry's archeological survey certification course, ensured that protocols for consultation with Tribes were taught, and developed curriculum for archeological resources protection.

## A RIVER RUNS THROUGH US COMMUNITY SURVEY

Orleans Elementary School, February 6th, 2014 at 5:30 pm

All Information Will Be Held Confidentially—ALL INFORMATION IS OPTIONAL

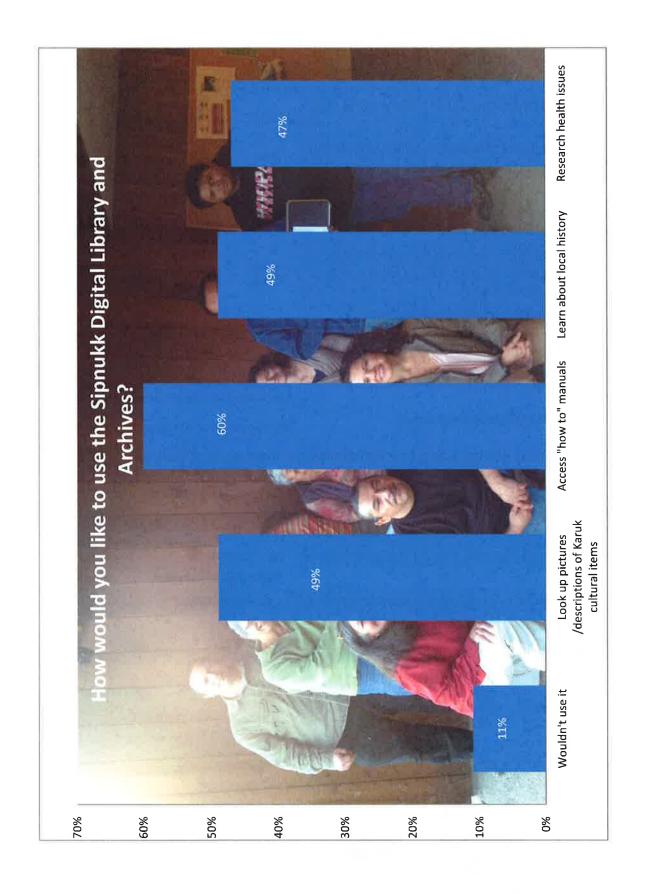
Name: What is the best way to contact you? (email, mail or phone)						
How do you best describe yourself? that apply	Please circle ALL	Caucasian	Native American	Hispanic	Specify:	Decline to answer
How do you best describe yourself? that apply	Please circle ALL	Male	Female	Veteran	Under 18	Decline to answer
Would you like to see Native foods being served at our schools and senior lunch programs?		Strongly Agree	Agree	No Opinion	Disagree	Strongly Disagree
Would you be interested in maintaining community accessible orchards with the option to harvest yields for your personal or family use?		Strongly Agree	Agree	No Opinion	Disagree	Strongly Disagree
Would you be interested in maintaining community accessible garden with the option to harvest yields for your personal or family use?		Strongly Agree	Agree	No Opinion	Disagree	Strongly Disagree
How would you like to use the Sipnu	uk Digital Library?	Please an	swer belo	w (circle	ALL that	apply).
Wouldn't use it		Learn abo	ut our local	history		
Look up pictures and descriptions of Karuk cultural items		Look up research and information on health issues				
Access "how-to" manuals, for example, how	v to cook with local food	s or make r	e <mark>galia or</mark> ba	skets		
Other ideas or ways:						
Have you attended any free Foodshed past events for eg. Karuk Acorn Camp compost tea, apple press, Fall Harvest	canning, butchering,		king, pruni	ng, drip s	ystem, pou	ultry,
If you have <u>not</u> attended a w	orkshop, why not?	Don't ap	ply to me	Too	busy	
			Didn't hear about them		Need individual help	
Are there any other free workshop topic	s you would like to se	ee? (please	specify)			
Do you need any specific information o	r skills for farming or g	gardening?	(please s	specify)		
Additional Comments:						
Additional Somments.						

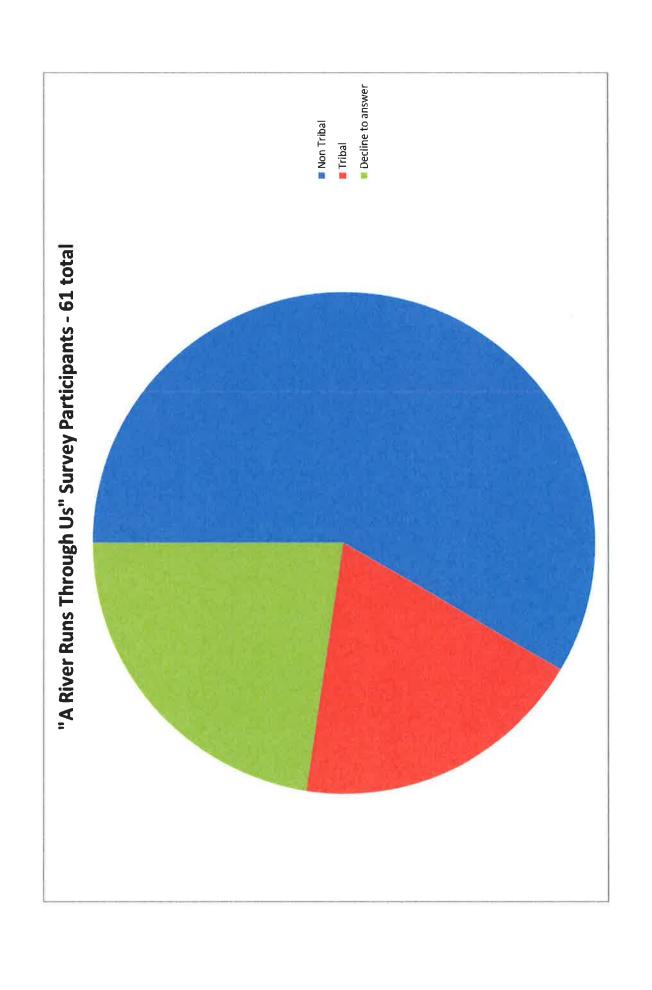












# Karuk Tribe Protocol with Agreement for Intellectual Property Rights of the Karuk Tribe Research, Publication and Recordings

The purpose of this Protocol with Agreement is to protect the Karuk Tribe's rights to privacy and Karuk Tribal Members' and Descendants' rights to individual and collective intellectual property. As a result of acts of misrepresentation and appropriation of tangible and intangible culture, the Karuk Tribe has developed this Protocol with Agreement [i] specifically for all projects and activities that involve collaboration, consultation and engagement with the Karuk Tribe. The aim is to protect the rights of present and future generations of the Karuk People and to recognize the inherent tribal sovereignty that the Karuk Tribe asserts over all tribal knowledge, heritage and cultural resources. This Protocol with Agreement is to be implemented in all future authorized collaborations.

The Karuk Tribe shall be recognized and consulted as the primary legal and cultural custodians in any projects or activities that will produce any intellectual property (property) products. These projects will be reviewed and approved by the Karuk Resources Advisory Board (KRAB) prior to the permit process, release of information, and other contractual agreements.

The Karuk Tribe does not seek to commoditize or commercialize its intellectual property or cultural heritage. Further, the Karuk Tribe asserts its age-old tradition of reserving certain domains of knowledge for rightful and culturally appropriate owners, as well as restricting access to this knowledge during certain chronological periods as dictated by time honored Karuk Law.

#### **Definitions:**

- 1. **Research** includes work conducted through social science, science and humanities strands, including, not limited to, ethnology, history, linguistic, biogenetic, medical, behavioral, ethnobotany, agronomy, ecology, anthropology, archaeology, and microbiology.
- 2. *Karuk Tribe* includes Karuk individuals members and/or descendants, families, villages, communities, Karuk Tribal government and the Karuk People as a whole.
- 3. **Projects** and/or **Activities** include, but are not limited to, research, publications, data collection, implementation, recording motion, visual sound whether oral, written, via multimedia or other mechanical devices discovered or yet to be discovered.
- 4. **Multimedia** includes any product derived from Karuk intellectual resources of text, sound, and/or images combined into an integrated product that can be transmitted and accessed interactively via digital machine readable form or computerized network.
- 5. **Karuk Resources Advisory Board** serves as the primary advisor to the Tribal Historic Preservation Office and all matters relating to the protection, preservation, and

# Karuk Tribe Protocol with Agreement for Intellectual Property Rights of the Karuk Tribe Research, Publication and Recordings

perpetuation of Karuk cultural, spiritual and natural resources. The KRAB reviews and preapproves plans, policies, and research project proposals on behalf of tribal departments and recommends policy amendments to the Karuk Tribal Council. Upon recommendation from the RC, the KRAB reserves the right to grant co-ownership of Intellectual Property Products.

- 6. Karuk Traditional Knowledge and Cultural Heritage includes beliefs, knowledge (agricultural, technical, medicinal, ecological), movable and immovable cultural properties (human remains; sacred burial and prayer grounds), customary laws, traditions, human and genetic resources, seeds, medicines and knowledge of the properties of fauna and flora, arts and artistic works, and other forms of cultural expression, handed down through the generations.[ii]
- 7. Intellectual Property Rights mean any and all (a) copyrights and other rights associated with works of authorship throughout the world, including neighboring rights, moral rights, and mask works, (b) trade secrets and other confidential information, (c) patents, patent disclosures and all rights in inventions (whether patentable or not), (d) trademarks, trade names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith.
- 8. Intellectual Property Products includes all original materials produced in the course of a research project including but not limited to written materials, transcriptions, translations, photographs, recordings collected or produced by the researcher and/or funding institution pursuant to this Protocol with Agreement. These are considered to have been produced through consultation and engagement with the Karuk Tribe as the primary legal and cultural owners and custodians. Therefore they shall remain the sole property of Tribe unless otherwise specified in the proposal agreement (see Procedure 1.a.). In many instances, the KRAB will grant co-ownership and/or appropriate licenses to the researcher and/or funding institution for future use including research, education and publication.

#### Procedure:

- 1. All projects or activities must be submitted in proposal format and shall address, at minimum, the following:
- a. Intent and benefit to the Karuk Tribe: The proposal should clearly outline and discuss the intent and benefit of the project or activity to the Karuk Tribe. Specific questions to be addressed include: What are the anticipated consequences or outcomes of the project? What groups will be consulted? Will there be any effects upon the community consulted or the larger Karuk Tribe? What are the plans (pre, during, post project) for publications or commercialization of the product or research findings? How does the proposal integrate the protocol outlined in *Practicing Pikyav: A Guiding*

# Karuk Tribe Protocol with Agreement for Intellectual Property Rights of the Karuk Tribe Research, Publication and Recordings

Policy for Collaborative Projects and Research Initiatives with the Karuk Tribe? What are the anticipated benefits for the Karuk Tribe as a result of the product or research findings? What mechanisms will be put in place for providing the Karuk Tribe with full access to the product or research data findings for their own use? The proposal must include an agreement to share copyright on the product or research data findings in equal portions with the Karuk Tribe.

- b. **Review Committee**: A Review Committee (RC) must be formed, which must include a local mentor/liaison (approved by the KRAB), a Karuk tribal member, and an experienced researcher/project leader.. The RC will receive and approve a six-page (maximum) project proposal and Data Management Plan and recommend approval to the KRAB. The RC will receive copies of any parallel institutional review board (IRB) approvals, or approvals from non-IRB institutions (e.g. agencies) and be ensured adequate time and opportunity to review final written and visual materials prior to publication.
- c. **Risks**: The proposal shall disclose all risks associated with or inherent in the project or activity, including risks to the physical and psychological well-being of individual human subjects, participants, and risk of deleterious impact on the cultural, social, economic, or political well-being of the Karuk Tribe.
- d. **Tribal Consent**: The proposal should address a mechanism used to obtain permission to use the Karuk people and their traditional knowledge, cultural heritage and cultural property as research subject matter. A mechanism for informed consent should be outlined in detail: an example approved by the Karuk Tribe is found in *Practicing Pikyav: A Guiding Document for Collaborative Projects and Research Initiatives with the Karuk Tribe*. Informed consent may be required from an individual, a family, a village or the Karuk Tribal Government.
- e. **Rights to Privacy**: The proposal shall address the issue of privacy and describe a mechanism whereby the privacy of the Karuk Tribe will be recognized and protected. Questions to be answered are: What issues or subject matter will the project or activity potentially or actually impact? What are the limits, parameters, or boundaries necessary to complete the project or activity?
- f. **Confidentiality**: Signing the Tribe's *Project Collaborator Confidentiality*Agreement may be required to assure confidentiality. With this, the applicant shall provide assurance of confidentiality for the life of the project, indicating how confidentiality will be protected, indicating where raw data or materials will be deposited and stored at the completion of the project, and indicating the circumstances in which the contractual or legal obligations of the applicants will constitute a breach of confidentiality.

# Karuk Tribe

# Protocol with Agreement for Intellectual Property Rights of the Karuk Tribe Research, Publication and Recordings

- g. **Use of Recording Devices**: The proposal shall outline what recording devices will be used in the project. Recording devices include, but are not limited, to motion pictures cameras, audio/video recordings, smart phones, tape recorders, mechanical, computerized or multimedia technology (CDROM), maps, and hand drawings. The proposal should address a mechanism whereby the informants or subjects will understand clearly what the project plans to do at present and in potential future use with the recorded information before recordation takes place.
- h. Ownership: The Karuk Tribe reserves the right to:
  - 1. Prevent publication or reproduction of intellectual resources which is unauthorized, sensitive, misrepresentative or stereotypical of the Karuk Tribe or harms the health, safety, or welfare of the Karuk Tribe in any way.
  - 2. Pursue tribal and nontribal legal avenues in any breach of policy, protocol, agreement or contract.
  - 3. Require deposit of raw materials or data, working papers or product in a tribally designated repository, with specific safeguards to preserve confidentiality.
  - 4. Assert full ownership or grant co-authorship of products or research findings.
  - 5. Deny a license or permit.
- i. Fair and Appropriate Return: The proposal shall demonstrate how Karuk Tribal Members and Descendants as "informants" or "subjects" of the project or activity will be justly compensated. Just compensation or fair return includes, but is not limited to, obtaining a copy of the research findings, acknowledgement as author, coauthor or contributor, royalties, copyright, patent, trademark, or other formats of compensation. The researcher and/or funding institution shall promptly notify the Tribe of any copyrightable material generated under this project or activity. Posting of a bond may be necessary to ensure compliance with terms of a project or activity which requires a formal contract. This bond will be returned upon satisfactory completion, as determined by the KRAB, of the project.
- j. Indian Preference in Employment or Training: according to our TERO Ordinance[iii], in all phases of the project or activity, including both on and off Ancestral Territorial phases, the order of priorities in Indian Preference shall be:
  - 1. Karuk Tribal Member,
  - 2. Karuk Tribal Descendant.
  - 3. Spouse or Parent of dependent Karuk Tribal Member,
  - 4. Other local Indians
  - 5. Other nonlocal Indians
  - 6. Other Persons

# Karuk Tribe Protocol with Agreement for Intellectual Property Rights of the Karuk Tribe Research, Publication and Recordings

k. Review of Product or Research Results/Study: the proposal should demonstrate a process whereby the KRAB will have an opportunity to review and have input into the product or results before publication. The purpose of this step is to assure that sensitive information is not divulged to the public or that misrepresentations can be corrected.

The Karuk Tribe may share the right to enjoy or use certain elements of its cultural heritage, under its own laws and procedures, but always reserves a right to determine how traditional knowledge, cultural heritage, cultural property and intellectual property will be used. The Karuk Tribe asserts a collective right to manage the above.

I. **Sovereign Immunity:** This Protocol with Agreement is not intended nor will it be so interpreted to be a waiver of Sovereign Immunity of the Tribe, or their employees, officials and agents. Nothing in this Protocol with Agreement subjects or limits the sovereign rights of the Tribe.

Project Collaborator, Signature:	
Project Collaborator, Name Printed:	
Date:	

Note: This Protocol with Agreement is not intended nor will it be so interpreted to be a waiver of Sovereign Immunity of the Tribe, or their employees, officials and agents. Nothing in this Protocol with Agreement subjects or limits the sovereign rights of the Tribe.

[i] This Protocol with Agreement borrows language from many sources, among others the Hopi Cultural Preservation Office's Protocol for Research, Publication and Recordings: Motion, Visual, Sound, Multimedia and other Mechanical Devices found at <a href="http://www8.nau.edu/hcpop/ResProto.pdf">http://www8.nau.edu/hcpop/ResProto.pdf</a> (retrieved on July 30, 2014).

The Karuk Tribe would like to extend its gratitude to Dr. Jane Anderson at New York University for her guidance and valued contributions.

[ii] Definition adapted from: Intellectual and Cultural Property Rights of Indigenous and Tribal Peoples in Asia (page 3); http://www.refworld.org/pdfid/469cbf970.pdf (retrieved July 24, 2014).

[iii] Indian Preference will apply in the selection process in accordance with the Tribal Employment Rights Ordinance (TERO) and/or Indian Preference Act of 1934 (Title 25, USC, Section 47), based on funding source requirements.

All contracts that exceed \$2,500.00 shall be subject to a two percent (2%) Tribal Employment Rights Fee in accordance with the TERO Ordinance.

# Sípnuuk Digital Library, Archives and Museum Deed of Gift

# Preamble:

Our goal is to restore Karuk People as the rightful authorities over our cultural materials and traditional knowledge. Western intellectual property legal systems have caused and continue to cause legal dispossession of cultural heritage documentation from the Karuk Tribe and Karuk People. We seek to gain legal rights to our cultural heritage materials so that we can manage these materials according to Karuk intellectual property systems and laws.

Donor:	
Name	
Address	
Donee:	
Sípnuuk Digital Library, Archives and Museum	
Karuk Department of Natural Resources	
PO Box 282	
Orleans, CA 95556	
Collection Description:	
Briefly describe the origins and history of the collection, and what is documented within it.	
Approximate dates covered by the materials:	
Quantity of material (For hard copy materials, please estimate in cubic feet. For digital materials	— erial:
already in digital formats, please estimate in GigaBytes)	

Transfer of Rights: Intellectual Property  I am an INDIVIDUAL donor  If you are an individual donor, select one of the following two options for copyright assignment of the donated materials (including materials donated in the future), indicating their selection with a checkmark.  Option 1: The donor transfers copyright in all donated materials to the donee.  Option 2: The donor and the donee will hold joint copyright to all donated materials.	
<ul> <li>I am an INSTITUTIONAL donor</li> <li>If you are an institutional donor, select one of the following three options for copyrigh assignment of the donated materials (including materials donated in the future), indicating their selection with a checkmark.</li> <li>Option 1: The donor transfers copyright in all donated materials to the donee</li> <li>Option 2: The donor and the donee will hold joint copyright to all donated materials.</li> <li>Option 3: The donor grants a perpetual unlimited license for the donee to free use all donated materials. The donee warrants that donor will be acknowledg in the future use of this material where appropriate.</li> </ul>	ely
<b>Physical Property</b> The donor transfers all tangible property rights of the donated materials (and future donated materials) to the donee.	
Restrictions on Access: The Karuk Tribe will manage donated materials according to Karuk systems and laws pertain to knowledge and information. Content within the materials deemed sensitive or requiring limited access will be managed according to instructions below and in consultation with the Karuk Resources Advisory Board.	ining
The donor can request access restrictions here, stating clearly what materials they would like have restricted and for how long.	e to

# **Disposition of Unwanted Material:**

The donor will select one of the following options as to how unwanted material (such as but not restricted to unrelated material or records of insufficient value) within the collection will be disposed of, indicating their selection with a checkmark.

<ul> <li>The donor grants the donee permission to dispose of any unwanted material after 3 attempts at contacting the donor through the details provided by this form. If the donor details change, the donor is responsible for notifying the Karuk Department of Natural Resources in order to update this information.</li> <li>If identified as such, the donee will return any unwanted material to the donor. If the donor cannot be reached after reasonable attempts have been made, the donee will dispose of any unwanted material as it sees fit.</li> </ul>
<b>Deaccessioning:</b> The donee may transfer the contents of the collection to a more durable or compact medium fo preservation or other purposes, or otherwise deaccession the original collection materials in accordance with the donee's policies.
Future Accessions from the Donor: This deed of gift applies to the current collection and any additional donations provided by the donor to the donee, unless otherwise specified.
Additional Information: Additional requests, instructions or amendments to this agreement can be included here or attached to this document.
Signatures:
DonorDate
DoneeDate

# Karuk Community Health Clinic

64236 Second Avenue Post Office Box 316 Happy Camp, CA 96039 Phone: (530) 493-5257

Fax: (530) 493-5270



# Administrative Office

Phone: (530) 493-1600 • Fax: (530) 493-5322 64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

# Karuk Dental Clinic

64236 Second Avenue Post Office Box 1016 Happy Camp, CA 96039 Phone: (530) 493-2201

Fax: (530) 493-5364

# RESOLUTION OF THE KARUK TRIBE

**Resolution No:** 

15-R-XXX

**Date Approved:** 

February 26, 2015

RESOLUTION AUTHORIZING THE SUBMISSION OF THE NANU'ITHÍVTHAANEEN – KARUK DIGITAL ENHANCEMENT FOR TRIBAL LIBRARIES PROPOSAL IN SUPPORT OF TRIBAL LIBRARIES IN HAPPY CAMP AND ORLEANS AND THE SÍPNUUK DIGITAL LIBRARY TO THE 2015 IMLS NATIVE AMERICAN TRIBAL LIBRARIES ENHANCEMENT GRANT PROGRAM IN THE AMOUNT OF \$150,000.

WHEREAS; the Karuk Tribe is a Sovereign Aboriginal People, that have lived on their own land since long before the European influx of white men came to this continent; and

WHEREAS; the members of the Karuk Tribe have approved Article VI of the Constitution delegating to the Tribal Council the authority and responsibility to exercise by resolution or enactment of Tribal laws all the inherent sovereign powers vested in the Tribe as a Sovereign Aboriginal People, including negotiating and contracting with federal, state, Tribal and local governments, private agencies and consultants; and

WHEREAS; the members of the Karuk Tribe have approved Article VIII of the Constitution assigning duties to the Chair, Vice Chair, and Secretary/Treasurer including signing and executing all contracts and official documents pertaining to the Karuk Tribe; and

WHEREAS; the Karuk Tribe is a federally recognized Tribe and its Tribal Council is eligible to and is designated as an organization authorized to Contract pursuant to P.L. 93-638, as amended, on behalf of the Karuk Tribe; and

WHEREAS; the mission of the Karuk Tribal Council is to promote the general welfare of all Karuk people, to establish equality and justice for our Tribe, to restore and preserve Tribal traditions, customs, language and ancestral rights, and to secure to ourselves and our descendants the power to exercise the inherent rights of self-governance; and

WHEREAS; the mission of the Karuk Department of Natural Resources is to protect, promote, and preserve the cultural/natural resources and ecological processes upon which the Karuk People depend; and

WHEREAS; the Karuk Tribal Council supports the continuing operation and growth of the Karuk Library Branches in Orleans and Happy Camp, the newly developing Sípnuuk Digital Library, the Education in Yreka and Computer Centers in Orleans and Happy Camp, and increasing services to the surrounding community members; and

WHEREAS; in Article 14 of the Declaration, the United Nations declared that States shall, in conjunction with indigenous peoples, take effective measures, in order for indigenous individuals, particularly children, including those living outside their communities, to have access, when possible, to an education in their own culture; and

WHEREAS; the Karuk Tribal Council endorsed the United Nations' Declaration on the Rights of Indigenous People on January 26, 2012; and

WHEREAS; there is a need for Professional Development and in-house preservation and digitization of culturally relevant and sensitive materials; now

THEREFORE BE IT RESOLVED; that the Karuk Tribal Council is committed to achieving the objectives and goals of the Nanu'ithívthaaneen – Karuk Digital Enhancement for Tribal Libraries project proposal; now

THEREFORE BE IT FINALLY RESOLVED; that the Karuk Tribal Council authorizes the submission of the Nanu'ithívthaaneen – Karuk Digital Enhancement for Tribal Libraries proposal in support of Tribal Libraries in Happy Camp and Orleans and the Sípnuuk Digital Library to the 2015 IMLS Native American Tribal Libraries Enhancement Grant Program in the amount of \$150,000.

# **CERTIFICATION**

I, the Chairman, hereby certify the foregoing resolution	lution 15-R-XXX which was approved at a regularly
scheduled Tribal Council Meeting on February 26	5, 2015, was duly adopted by a vote of AYES,
NOES, ABSTAIN, and said resoluti	ion has not been rescinded or amended in any way. The
Tribal Council is comprised of 9 members of w	which voted.
Russell Attebery, Chairman	Date

# **Department of Natural Resources**

39051 Highway 96 Post Office Box 282 Orleans, CA 95556 Phone: (530) 627-3446

Fax: (530) 627-3448





# **Administrative Office**

Phone: (530) 493-1600 • Fax: (530) 493-5322 64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

Orleans Medical Clinic

39051 Highway 96 Post Office Box 249 Orleans, CA 95556 Phone: (530) 627-3452

Fax: (530) 627-3445

# MEMORANDUM OF AGREEMENT BETWEEN Karuk Tribe Temporary Assistance for Needy Families (TANF) AND Karuk Tribe Department of Natural Resources (DNR)

### I. PURPOSE:

Enable a full time position at DNR to coordinate Food Security Project activities with TANF Staff and increase client participation. Parties recognize the need for an intra-governmental relationship to ensure that this agreement maximizes the mutual interest and benefits of the participants.

### II. Mutual Interests and Benefits:

The TANF Program and DNR wish to form a partnership in an effort to deliver culturally relevant employment training and subsistence living life skills.

Management harvest and utilization of traditional foods, medicines, and materials is a focus area shared by both DNR and TANF. Re-connecting the community with its physical environment through better understanding of its bounty will benefit the Tribe's goal of combating the intergenerational historic trauma that afflicts tribal people.

This partnership will create a position to coordinate between Food Securities Objectives and provide an avenue for dissemination of information. The funded position would coordinate and be responsible for Food Securities Activities and communicate with TANF Staff to maximize participation of TANF clients.

Family friendly activities and workshops, culturally significant K-12 education curricula, traditional management and utilization of resources as well as other project activities are of mutual benefit to TANF, DNR, and the Tribe as a whole.

# III. DNR shall:

- Hire and supervise a Food Security Project Coordinator that will be responsible for ensuring the implementation of all aspects of Tribal sub-awards under the Food Security Project
- 2. Coordinate between Objective Leads and maintain a schedule of events
- 3. Provide monthly schedule of activities to TANF Director and Family Services Staff
- 4. Provide field supervision of six (6) TANF clients while performing Food Security related community service work and attending other scheduled Food Security events.
- Provide TANF with quarterly report on any change in knowledge, behavior, or condition that can be identified as being related to Food Security actions and activities.
- 6. Provide 50% of wages (\$21.64 per hour), fringe, and indirect for the Food Security Project Coordinator position; correlating funding codes will be established in the DNR budget.

### IV. TANF shall:

- 1. Inform TANF clients of scheduled community service and other Food Security events and activities.
- 2. Provide transportation for TANF clients when participation exceeds DNR capacity
- 3. Provide supervision for TANF clients when exceeding six (6) clients.
- 4. Provide 50% of wages (\$21.64 per hour), fringe, and indirect for the Food Security Project Coordinator position; correlating funding codes will be established in the TANF budget.

# V. MUTUALLY AGREED AND UNDERSTOOD BY BOTH PARTIES AND FISCAL PROVISIONS:

- 1. Parties shall review this partnership and re-determine fiscal allocations annually by August 30<sup>th</sup>.
- 2. Parties shall coordinate dates, times, staffing and transportation needs.
- 3. Food Security Program Coordinator is a full time position with a \$21.64 hourly wage plus associated fringe benefits and indirect costs.
- 4. A budget projection for this position will be developed by DNR, reviewed by TANF and Contract Compliance, initialed by the CFO and attached to this agreement annually to ensure all parties are aware of specific departmental costs associated with this agreement.
- 5. After the six (6) month probationary period of the Food Security Project Coordinator TANF and DNR will complete a joint evaluation to determine the effectiveness of the position.
- 6. This agreement constitutes a cost-share relationship between parties; cost distribution will be made through regular payroll process. No funds are actually exchanged between parties through this agreement.

 Parties understand that all information exchanged between parties relating to client identification is confidential and shall not be disclosed or used for any other purpose.

# VI. EFFECTIVE DATES AND CANCELATION:

The effective dates of this MOA will be valid for a period beginning on October 24, 2013 and ending August 30<sup>th</sup>, 2017, at which time this agreement will terminate unless renewed. Annual continuation is dependent on funding availability. It is also understood that either party to this Memorandum of Agreement may terminate this MOA at any time by giving to the other party thirty (30) days written notice as to such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of said termination.

# VII. PRINCIPAL CONTACTS

Karuk Temporary Assistance for Needy Families Lester Alford P.O. Box 1016 Happy Camp CA 96039 (530) 493-1440 ext. 6005

**Karuk Department of Natural Resources** 

Leaf Hillman P.O. Box 282 Orleans CA 95556 (530) 627-3446 ext. 3013

VIII. SIGNED BY AND EFFECTIVE ON:

Lester Alford, Director, TANF

Date

12/2/13

Date

1/-2-6-13

Leaf Hillman, Director, DNR

Date

Russell Attebery, Chairman, Karuk Tribe Date

# MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNITY COMPUTER CENTER @ ORLEANS AND HAPPY CAMP HIGH SCHOOL

WHEREAS: Happy Camp High School students travel from up to 50 miles away each day to reach school, and

WHEREAS: Students from the Somes Bar, California area must travel east along Highway 96 from Somes Bar to Happy Camp each day, and

WHEREAS: Highway 96 is subject to periodic closures due to rock and mud slides, snow, and ice, which make travel dangerous or impossible, sometimes for days or weeks at a time, and

WHEREAS: Students and their families are desirous of continuing their education even when travel to their high school is dangerous or impossible due to road conditions, and

WHEREAS: The Orleans Community Computer Center (the Center) has sufficient space and facilities to accommodate students from the Somes Bar area when such road conditions occur and is willing to make this space and these facilities available to Happy Camp High School students as needed during impassible road conditions, and

WHEREAS: During a highway emergency from March 14-18, 2011, the Center provided ad hoc space and computer use, and the students, student families, and Happy Camp High School found this arrangement satisfactory:

NOW THEREFORE the signatories to this Memorandum of Understanding (MOU) hereby agree to the following terms:

The purpose of this MOU is to provide a framework for cooperation between the Happy Camp High School and the Orleans Community Computer Center, serving the interests of Happy Camp High School students in the Somes Bar area during times when vehicular access to Happy Camp is dangerous or impossible.

# THE ORLEANS COMMUNITY COMPUTER CENTER SHALL

- 1. Provide space and limited access to available computers to Happy Camp High School students when those students cannot reasonably attend school in Happy Camp.
- 2. Pay telephone and satellite costs associated with the Center activities.

# HAPPY CAMP HIGH SCHOOL SHALL

- Inform the Center when the school bus normally providing transportation from the Somes Bar area to Happy Camp will not be running;
- 2. Request the use of the Center for the purposes of conducting classes normally held at Happy Camp High School, either in writing, through electronic mail, or by telephone;
- 3. Recognize that the Center is providing the space and the computers free of charge;

4. Indemnify and save harmless the Center and the Karuk Community Development Corporation, which provides the space for the Center's operation, from claims, actions and judgments arising out of bodily injury, death or damage to physical property of third parties due to the provision of services to Happy Camp High School students;

# IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT

- AMENDMENT: This MOU may be amended when such an amendment is agreed to in writing by the Signatories. The amendment will be effective on the date of the last signature of the Signatories.
- 2. DURATION AND TERMINATION: This MOU will remain in effect until terminated in writing by either party. Termination will take effect when notification is provided in writing to the other party.
- 3. PARTICIPATION IN SIMILAR ACTIVITIES: This MOU in no way restricts the Center or the Happy Camp High School from participating in similar activities with other public or private agencies, organizations, or individuals.
- 4. PRINCIPAL CONTACTS: The principal contacts for this MOU are:

Contact	Orleans Community Computer Center	Happy Camp High School	
Name Roberta Coragliotti		Angelika Brown	
Address PO Box 426		234 Indian Creek R	
City, State, Zip Orleans, CA 95556		Happy (amp (A 96039)	
Phone 530.627.3081		530 598-7650	
FAX			
email	roberta.orl@gmail.com	abrown@sisuhsdan	

5. This MOU does not obligate either party to any minimum or maximum participation. This MOU is not a procurement document nor does it oblige funds from either party.

THE PARTIES HERETO hereby execute this MOU:

Roberta Coragliotti, Operations Manager Community Computer Center @ Orleans

Community Computer Center @ Orleans

DATE: 2/24/14

Angelika Brown, Principal Happy Camp High School

DATE

Lisa Morehead-Hillman Project Director Karuk Tribe

December 1, 2014

Dear Lisa,

As part of the Institute of Museum and Library Services (IMLS) funded "Tribal Stewardship Cohort: Digital Heritage Management, Archiving and Mukurtu CMS Training" project led by Washington State University, we are pleased to offer you and or other members of your (library, archive, tribal preservation office or museum) staff **two full scholarships**. If you accept this offer you will be part of our first cohort in a 15-month pilot program (March 2015-June 2016) designed specifically to meet the needs of tribal institutions seeking to use digital resources to manage, preserve, and share their collections. Selection of tribal archives, libraries and museum (TALMs) specialists for the first cohort of this pilot program was based upon several criteria including TALMs: stated digitization training needs, digitization and preservation plans, and support from tribal administration. Our initial outreach was based on prior contact with, and or participation in, Mukurtu CMS, the Sustainable Heritage Network, or related IMLS workshops and educational programs. All TALMs must complete a "Tribal Stewardship" survey that will be reviewed by WSU and IMLS staff prior to cohort participation in the program.

The program is designed around the needs of working archivists and librarians who cannot be away from their home institutions for long periods of time but who need more than one-off workshops. This fifteen-month program includes four hands-on five-day sessions with the full cohort (twelve members from six tribes throughout the US) at Washington State University and monthly webinar sessions that allow for sharing challenges, reviewing materials, and discussing strategies as a group led by the WSU Tribal Digital Libraries Curriculum Coordinator. This program is modeled after successful cohort educational projects, specifically those in tribal education. The cohort model allows participants to work together to build social and professional networks and share resources. Having two individuals from each tribe enrolled in the program should serve an added source of support at the participants' home institution.

The two full scholarships include: all airfare, hotel and per diem for meals while traveling to and staying in Pullman, Washington on the WSU campus, as well as the resources you will need on site at WSU to work hands-on with materials. In addition, each tribe will have two members of the WSU team come to their home institution for a two-day "data review/audition" to assess your collections and help you determine the best ways forward for digitizing, preservation and collections management. Finally, the program includes hands-on training using the Mukurtu CMS (www.mukurtu.org) community archive and content management system. Mukurtu was built specifically for, and in collaboration with, Indigenous communities globally to aid in managing and making collections accessible using local cultural protocols. All participants in the program will have access to their own Mukurtu site, and it will be hosted at no charge for the full length of the program plus an additional two years.

We hope that you will be able to accept this offer and join us for this exciting new program. Please see the attached project summary and timeline for more on dates and training schedules. As we do have a waitlist for the pilot program participants, we ask that you respond via email to Dr. Kim Christen Withey (kachristen@wsu.edu) with your decision about acceptance no later than **January 5, 2015**. If you have any questions prior to that date, please do not hesitate to be in touch. Should you accept the offer, once we hear back from you we would like to set up a call to discuss the details of the program, the scholarship award and address any concerns or questions you may have about the program as a whole.

Sincerely,

DCUF

Kim Christen Withey Associate Professor Director, Tribal Stewardship Cohort Program Co-Director, Center for Digital Scholarship and Curation Washington State University Pullman, WA 99164 509-335-4177

# Karuk Community Health Clinic

64236 Second Avenue Post Office Box 316 Happy Camp, CA 96039 Phone: (530) 493-5257 Fax: (530) 493-5270



# **Administrative Office**

Phone: (530) 493-1600 • Fax: (530) 493-5322 64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

# Karuk Dental Clinic

64236 Second Avenue Post Office Box 1016 Happy Camp, CA 96039 Phone: (530) 493-2201

Fax: (530) 493-5364

# RESOLUTION OF THE KARUK TRIBE

Resolution No:

15-R-XXX

**Date Approved:** 

February 26, 2015

RESOLUTION AUTHORIZING THE SUBMISSION OF THE NANU'ITHÍVTHAANEEN – KARUK DIGITAL ENHANCEMENT FOR TRIBAL LIBRARIES PROPOSAL IN SUPPORT OF TRIBAL LIBRARIES IN HAPPY CAMP AND ORLEANS AND THE SÍPNUUK DIGITAL LIBRARY TO THE 2014 IMLS NATIVE AMERICAN TRIBAL LIBRARIES ENHANCEMENT GRANT PROGRAM IN THE AMOUNT OF \$150,000.

WHEREAS; the Karuk Tribe is a Sovereign Aboriginal People, that have lived on their own land since long before the European influx of white men came to this continent; and

WHEREAS; the members of the Karuk Tribe have approved Article VI of the Constitution delegating to the Tribal Council the authority and responsibility to exercise by resolution or enactment of Tribal laws all the inherent sovereign powers vested in the Tribe as a Sovereign Aboriginal People, including negotiating and contracting with federal, state, Tribal and local governments, private agencies and consultants; and

WHEREAS; the members of the Karuk Tribe have approved Article VIII of the Constitution assigning duties to the Chair, Vice Chair, and Secretary/Treasurer including signing and executing all contracts and official documents pertaining to the Karuk Tribe; and

WHEREAS; the Karuk Tribe is a federally recognized Tribe and its Tribal Council is eligible to and is designated as an organization authorized to Contract pursuant to P.L. 93-638, as amended, on behalf of the Karuk Tribe; and

WHEREAS; the mission of the Karuk Tribal Council is to promote the general welfare of all Karuk people, to establish equality and justice for our Tribe, to restore and preserve Tribal traditions, customs, language and ancestral rights, and to secure to ourselves and our descendants the power to exercise the inherent rights of self-governance; and

WHEREAS; the mission of the Karuk Department of Natural Resources is to protect, promote, and preserve the cultural/natural resources and ecological processes upon which the Karuk People depend; and

WHEREAS; the Karuk Tribal Council supports the continuing operation and growth of the Karuk Library Branches in Orleans and Happy Camp, the newly developing Sípnuuk Digital Library, the Education in Yreka and Computer Centers in Orleans and Happy Camp, and increasing services to the surrounding community members; and

WHEREAS; in Article 14 of the Declaration, the United Nations declared that States shall, in conjunction with indigenous peoples, take effective measures, in order for indigenous individuals, particularly children, including those living outside their communities, to have access, when possible, to an education in their own culture; and

WHEREAS; the Karuk Tribal Council endorsed the United Nations' Declaration on the Rights of Indigenous People on January 26, 2012; and

WHEREAS; there is a need for Professional Development and in-house preservation and digitization of culturally relevant and sensitive materials; now

THEREFORE BE IT RESOLVED; that the Karuk Tribal Council is committed to achieving the objectives and goals of the Nanu'ithívthaaneen – Karuk Digital Enhancement for Tribal Libraries project proposal; now

THEREFORE BE IT FINALLY RESOLVED; that the Karuk Tribal Council authorizes the submission of the Nanu'ithívthaaneen – Karuk Digital Enhancement for Tribal Libraries proposal in support of Tribal Libraries in Happy Camp and Orleans and the Sípnuuk Digital Library to the 2014 IMLS Native American Tribal Libraries Enhancement Grant Program in the amount of \$150,000.

### CERTIFICATION

I, the Chairman, hereby certify the forego	ing resolution 15-R-XXX which was approved at a regularly
scheduled Tribal Council Meeting on Feb	ruary 26, 2015, was duly adopted by a vote of AYES,
NOES,ABSTAIN, and said	resolution has not been rescinded or amended in any way. The
Tribal Council is comprised of 9 memb	ers of which voted.
Russell Attebery, Chairman	Date

Tribal Council Report February 2015 Jaclyn Goodwin Self-Governance Coordinator Karuk Tribe

# **Action Item:**

# **Monthly Updates:**

Communications and coordination regarding the Westside Recovery Project with the Forest Service among staff have been ongoing this month. As you are aware, the Forest Service initially did Scoping for their project on October 14<sup>th</sup> and all comments had to be received by November 15<sup>th</sup> for consideration (this is applicable to the public, and not necessarily Federally Recognized Tribes). Since that time there have been no updates to the Tribe regarding project details and the Tribe has not been included in the Project Design Teams. The Forest Service completed public meetings regarding the project in early February. This is a major concern to the Tribe as it will be difficult for the Forest Service to revise what they have already put out to the public without having to go through their review process again. Craig Tucker has been working to set up meetings with the Forest Service. Hopefully we can get back on a good course for this project and com to a mutual agreement on a project that will meet the Tribe's needs.

I have put an email and a phone call in to the Pacific Region Office regarding our Intergovernmental Agreement with Yreka and the need for Section 81 review. I hope to hear back from them soon as I sent this in to them over a month ago.

I have been contacted by Undersheriff Bill Honsal from Humboldt County regarding the MOU for enforcing Tribal Protection Orders. He indicated he has put it through to County Counsel for review so I hope to hear back from him soon. I was able to get in touch with the Finance Officer at Siskiyou Sheriffs and discussed the agreement with her. She is going to have Sheriff Lopey and Undersheriff Villani review and then forward it on to County Counsel for review and will be getting back to me on what process they will need to move forward with to approve.

I have reached out to Indian Health Service, the US Attorney, the California Attorney General, and other Tribes regarding the marijuana topic. I am trying to gather feedback and input from them regarding the legality of the issue so we can make an informed decision.

The week of February 1st through the 5th I was in Washington, D.C. with Councilman Saxon, Craig Tucker and Leaf Hillman. We had several great meetings including a meeting with Forest Service Staff, the Council on Environmental Quality, KBRA/KHSA Stakeholders and Congressional Representatives, as well as a new opportunity for Tribal land issue. The main purpose of this trip was to get a sense of what needs to be done to get Congress to move the KBRA/KHSA Legislation this year, as if we wait any longer the agreements may never move forward. There is a high need to get the agreements in place as now there is significant uncertainty and vulnerability for all parties without a plan that takes all parties uses into consideration. Our Local representative in the Siskiyou County area, Congressman Doug LaMalfa will most likely be unable to support the legislation as Siskiyou County has been strongly opposed. We were hoping that we could reason with him about how it doesn't have a significant negative impact on Siskiyou County, but there didn't seem to be an outstanding reason for opposition anymore, simply that they are opposed and there is no changing that.

Tribal Council Report February 2015 Jaclyn Goodwin Self-Governance Coordinator Karuk Tribe

Additionally, I had a meeting with Reina Thiele, Intergovernmental Affairs at the Whitehouse regarding our Tribal Consultation Policy as well as some general policy issues that continue to plague the Tribe. I brought up the issue of working directly with the Forest Service through Compacting as they are not an agency of the Department of Interior. She recommended working with other Tribes to bring forward a bigger issue. I know this is something that other Tribes have been interested in, but it seems to be a bigger priority for us as we are completely surrounded for Forest Service Land.

On February 10<sup>th</sup> we had our Quarterly Meeting with the Forest Service. We discussed the need to have a meeting regarding the Fire MOU as well as Ceremonial Closures. The forest Service has provided the ceremonial closure language and I have shared that with the KRAB so we can go over it at our next meeting. We would like the language to be more inclusive of land surrounding River Access points when possible, as some people were going just downstream where there was no river access and putting their boats in, which defeated the purpose of a river access closure.

On February 11<sup>th</sup> I had a meeting with Gary Risling, Tawnia Johnson, Dave Medford and Bill Tripp regarding the BIA Fire Agreement and possibility for GSA Purchasing and Leasing. I have been able to get in touch with Thomas Placencio at GSA to begin this process. He has assigned us a BOAC number which will allow us to lease vehicles. Additionally we discussed the need to have a meeting with Josh Simmons at the BIA to go over our Fire Agreement with the BIA. We need to get an extension on our current agreement as it expires in July, and we will not be able to develop an agreement that meets our long-term needs for the Fire Crew in just 4 months.

I contacted Ken Reinfeld at the Office of Self-Governance regarding the BIA FASSR Report form as well as the approved process for requesting additional funds for this year. He let me know on February  $19^{\rm th}$ , 2015 that they still have not received the approved versions and will let me know when he receives those. Last year the request was due around March so we want to keep a close watch on this.

# **TERO Department Report – February 2015**

# **TERO Budget:**

Program	Total Budget	tal Budget Expended to Date Ba		% Expended
TERO	71,877	16,660	55,216	23.1%

# **TERO Summary**

# Hiring Policy & Procedures / WPA Meeting

Yootva for the hearty meeting to finalize the Hiring Policy. We are looking forward to moving onward to the WPA. Our next meeting is scheduled for March 31, 2015.

## **Casino Project**

I am fielding a large number of calls regarding the union hiring event and follow up issues and concerns. There are several tribal members who have made strides to getting into an apprenticeship program but I have not yet heard any that have actually been accepted. I am hoping to hear some success stories and will keep the Council posted.

# **Adult Caregiver Training**

We had a great two-day training January 29<sup>th</sup> & 30<sup>th</sup> for Adult Caregivers. The majority of the 19 participants were tribal members. This is an area of expertise that is needed in all of our service area. There are many resources available so it is important that we get that information out and also support our elders' workers.

# **Pacific Northwest TERO Quarterly Meeting**

Our next regional TERO meeting is scheduled for April 21<sup>st</sup> & 22<sup>nd</sup> in Reno. We plan on the entire TERO Commission going and having an additional day or two for our TERO strategic planning. I am proud of the TERO Commission and their dedication and we feel complete now that we have Orleans representation.

# **CHILD CARE**

# **Child Care Budget:**

Program Total Budget Expended		Expended to Date	Balance	% Expended	# of Families Served
CCDF FY 14	54,834	14,876	39,758	27.2%	5
CCDF FY 15*	69,674	0	69,674	0 %	N/A

<sup>\*</sup>We have yet to receive the final allocation for FY 15 funds of 17,418

# **Child Care Summary**

# **Child Care National**

There are currently three proposed changes in the child care program that are out for comment in the Federal Register. One, the implementation or the regulations for the recently reauthorized CCDF law, two, the proposed voluntary Health and Safety standards (Caring for our Children) and three, the Tribal CCDF plan pre-print which is the funding application for child care funding for tribes. I am working with the national and state organizations for comments to submit and to unify the voice of tribes for these proposed regulations that will significantly impact us.

# **Child Care State**

Our next Tribal Child Care Association of California meeting is April 1<sup>st</sup> and 2<sup>nd</sup> in Sacramento at the IHS offices. As Co-Chair, we are working on becoming a non-profit organization and I have been tasked with finalizing the Articles of Incorporation to submit to the IRS as is required for the non-profit status application. The state is holding stakeholder meetings regarding their CCDF grant application and they are required to consult with Tribes. They utilize our TCCAC meetings as meeting their consultation obligation but it is far from true consultation. It would be great if the Karuk consultation policy could apply to this situation but I do not see how it could.

# **Child Care Local**

I have submitted child care program eligibility information for our next newsletter to recruit more participation in the child care program.

We are in the planning stages for this years' Yav Kuma Itapan Math/Science Camp. We have selected the dates of August  $3^{rd} - 7^{th}$  for the camp. We are trying to figure out if we can hold the camp in Orleans this year (to make three camps going simultaneously) instead of having the Orleans kids come to Happy Camp. Our budget may be the determining factor.

It is time to decide if we will be holding the Summer Food Program this year. There is a lot of coordination required and stringent regulations to follow to be able to be reimbursed for the food expenditures. Last year we had a conglomeration of programs to pull it off. From the outside it looked great from the inside it was a coordination challenge. We are required to utilize the Head Start food program "number" for summer and without the cooperation of Head Start staff and their knowledge of the USDA food program database it becomes challenging. In addition, any "hits" or findings in the summer food program directly affects the school year breakfast and lunches for Head Start so that adds another level of stress + pressure = stressure to the equation.

Respectfully	/ Submitted,
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Dion Wood

# Erin Hillman, Director Karuk Tribe Housing Authority Report for Council Meeting – Happy Camp

February 26, 2015



# Action Item, Job Descriptions:

I am seeking approval for the attached job descriptions for the re-structured Force Account Crew. KTHA's intent is to advertise these positions immediately so that they can take on their first task, the rehabilitation of the Comstock unit in Yreka.

# Action Item, Agreement to Submit for Extension of Master Lease to KTHA:

The Council approved a resolution that essentially said the same thing, that in the case of an award to KTHA of Tax Credit funding, the Tribe would agree to submit an extension of the existing Master Lease Agreement to the BIA for a fifty (50) year period.

# Action Item, MOU KTHA and Health Program:

This agreement is required for the application to show the amenities provided by the Health Program at the Community Center in Yreka. A certain number of hours is required to gain points in the application. If, for any reason the Health Program will not continue services described, then the KTHA will have to

# Action Item, Conveyance Document:

I am seeking approval on the final document needed to complete the conveyance of a homebuyer unit in Yreka. The agreement is between the Tribe and the homebuyer, a lease for the property on which the house sits. The agreement has been through review and several revisions.

# Legislative Conference.

The conference was short, but had several high points. NAIHC members were given the opportunity to provide comments on the proposed HIP regulation changes, and I did. Commenters expressed approval of most of the changes, but some also stated that these changes did not go far enough. I spoke to the need to focus on the elderly and disabled, unit size, and funding levels.

Next Step: Prepare and submit written comments to be on the record (in process).

The President's budget includes a small bump of 10 million dollars for ICDBG funding, level funding for IHBG, an increase of 6 million dollars for the 184 Loan Guarantee program, and zeroed out the funding for technical assistance for NAIHC.

There was an update on the study workgroup on the data sources for Neg Reg. Deidre Flood is our regional representative on this study group, but we do not hear anything from her. Sami Difuntorum stated that the workgroup had determined that the TRSAIP numbers were not going to be considered as a data source for formula allocation. I am going to follow up on this.

There was a great turn out of congressional representatives at the conference. Those who spoke in person were: Steven Pearce (New Mexico), Tulsi Gabbard (Hawaii), Gwen Moore (Wisconsin), Betty McCullum (Minnesota), and Derik Kilmer (Washington). There were video presentations as well from Don Young (Alaska), John Tester (Montana), which we did not view because we had to leave for the SCAI testimony.

# Senate Committee on Indian Affairs Testimony

The testimony provided by Housing Directors: Bob Gauthier (Montana), Carol Gore (Alaska) and Sami Difuntorum (Oregon) focused on leveraging NAHASDA funds. I picked up the written testimony outside the chamber and will submit that information to the Council separate from this report.

Next step: Provide written testimony to the SCAI on the matter of leveraging NAHASDA funds and our successes. (Completed and attached).

# Congressional meetings:

In all meetings we highlighted our need for the NAHASDA bill to pass, our current and past project successes, our leveraging of several sources of funding and request for support. We discussed the tax credit project in detail.

Huffman: Emphasized the importance of passing NAHASDA quickly. Thanked the Congressman for his support and his mention of the Housing Authority in a speech on the Powersaver Pilot Program. We discussed several other items including efforts in broadband access, tax credits and the wellness center.

LaMalfa: Emphasis of discussion was economic impacts to the community when construction projects are implemented, tax credits, congratulations to congressman for his election.

Young (AK) co-sponsor of NAHASDA Bill. Thanks for support. Discussion on leveraging, tax credits and disaster declarations.

Boxer/Feinsten: Joint meeting with staffers. Jeff Merkowitz and Joaquine Esquivel (Boxer) and Felix Yeung and Crystal Martinez (Feinstein).

Senate Committee on Indian Affairs: Majority Staff Director Mike Andrews (worked for HUD ONAP) and Minority Policy Director Kenneth Martin. We were joined by Sequoyah Simermeyer who works for Senator John Barasso.

We met with both the Minority Staff from the Senate Banking/Housing Committee, who is really waiting to see what the Majority is doing at this point. When we met with the Majority Staff from the committee, it appears that they are still finding their bearings with the Housing issue.

**Board Composition:** The new officers for the KTHA BOC are as follows:

Chairperson: Elsa R. Goodwin Vice Chairperson: Robert J. Super

Secretary: Kristin Aubrey Treasurer: Charlene Naef

# **Annual Planning Session:**

This year the planning session will be held in Canyonville Oregon. Sara is collecting information on travel preferences. The staff has been very busy preparing for this session. Draft Agenda is attached.

# Legislation:

The expectation is that NAHASDA Reauthorization will not make it through the Senate before March or April. The focus of Congress is on the budget.

# Tax Credit-

We are working VERY hard to make the deadline for this application (March 4). Thank you to both the Board and the Council for working with Staff and your flexibility in hearing requests at such late notices. Also, thank you to Tribal Staff Sammi Offield, Laura Mayton, Scott Quinn and Jaclyn Goodwin for busting through our document reviews in order to help us meet approval deadlines. This has been truly a TEAM effort all the way around.

# NAHASDA Rulemaking Committee:

No new information- the data source workgroup (subcommittee) continues to meet monthly, and is to make recommendation on data source to the Neg Reg committee in August. The Board of Commissioners has expressed their preference that I attend as the alternate at the next (last) Neg Reg meeting.

# Surplus Inventory- Maintenance-

A bid for surplus inventory is coming up. Stay tuned.

# HIP Projects-

Seven applications were submitted for the HIP program.

# Eviction Ordinance Workgroup-

The next meeting will be scheduled for April, on a yet to be determined day.

# Finance:

We have interviews for two applicants scheduled for February 27<sup>th</sup>. Audit for 2014 was clean, no findings. It has been completed and is uploaded.

# KTHA Staff Reports-

# Sara Spence- Administrative Assistant

Construction Projects (Bid Status): Yreka Education Center Roof Replacement: Awarded. Skyline Site Design: Bids due February 18. Indian Creek Site Design: Bids due February 18. One to Five Bedroom Home Plans: Bids due February 18.

Administrative: One contract was assigned for l) Yreka Education Center Roof Replacement. No agreements were issued

Preparation for the Planning Session continues (hotel accommodations, catering, prepare travel advances, calculate stipends, order supplies, collect and organize materials for binders, prepare presentation, gather items to be taken to hotel).

Support for the Tax Credit Application continues (collect and organize materials, obtain signatures on documents, forward information and documents to consultant as needed, research questions as they arise).

Audit field work was held including review of board meeting minutes, personnel files, procurement, construction contracts, and environmental reviews. All samples were pulled as requested for review. No findings or deficiencies identified!

The recent changes to the Tribe's fiscal policy related to the implementation of the Super Circular governing financial principles for Tribal Governments were compared to the NAHASDA regulations and confirmation was received from our Grants Management Specialist that no edits were necessary to our policy. The exemptions for de minimus purchases (\$5,000) and bidding alternatives are still in effect. The only change that impacts us is the threshold requiring sealed bids; the increase to \$150,000 is applicable.

**Environmental:** Yreka 30 Home Construction (Previously 8 homes, now including tax credit homes): the previous Environmental Assessment was updated and the required public notices were published so that the Request for Release of Funds can be submitted to HUD. Fee to Trust parcels: Pending.

Human Resources: Chief Finance Officer: Posted as open until filled.

The onsite supervisors training will be held April 9-10, 2015. I realize this is a Thursday-Friday; however, the focus is on supervisor attendance at the training. Day one (Thursday) will focus on harassment claims and investigations, discipline/terminations issues including progressive discipline and letters. Day two (Friday) will focus on employee evaluations, morale, motivation, and attendance which would be the most beneficial information for the Council / Board Members.

Construction Crew position descriptions were drafted and approved by the Board, the Council has referred back recommended changes to the requirements related to heavy equipment operation, those edits were reviewed by the BOC and their recommendation is to require demonstration of ability and proper methods prior to using equipment so as not to limit the applicant pool.

# Steve Mitchell- Maintenance Supervisor/Inspector:

Projects currently out to bid: Skyline and Evans infrastructure/site design

**Projects currently in the planning phase:** Resident center in Happy Camp, Happy Camp maintenance shop, Tax Credit project in Yreka, Second Avenue development.

Projects currently in the construction phase: Lower Camp Creek home (water), One Tribal HIP home in Happy Camp, Yreka Wellness Center, Happy Camp duplex construction, 460 Asip, 300 Kuyraak, hazardous fuels reduction in Happy Camp.

Maintenance staff has been completing work orders and annual repairs, additionally during the month of January they have continued wiring receptacles into the H.C. elder's water heater closets to use for frost protection this winter (Heat tape) this was done as time allowed and is almost complete. There were two unit preps in Happy Camp and none in Orleans during the month of January.

Landscaping staff have been called back into service due to weather conditions.

# Brian Gonzalez- Maintenance Supervisor Yreka

Over the month maintenance has been working extremely hard to keep up and eliminate work orders from both annual and emergency work. With one unit to prep maintenance was able to get inventory completely stocked and ready. Phil was able to start trimming and removing some unwanted trees/bushes around the old housing area. Also, Phil burned all of the built up trimmings from the winter season and will start landscaping soon to try and fertilize common areas and prevent wild growth in the elder area. As it gets warmer maintenance will clean out the entire truck yard and utilize the extra space for landscaping supplies such as attachments for the riding mower and our outdoor supplies. We have had 3 work orders this month on HVAC systems stating "there is no heat coming from central heating" and we were able to repair all three of the units with in house product. HVAC systems are always an issue in the housing department and it is becoming easier for our crew to pin point existing problems. Also maintenance is starting to remove some of the old appliances that no longer work. The appliances that work will be kept and sold away to tribal members in the near future. We are striving to get our work orders down to a minimum and hope to meet that goal before the summer starts. Overall maintenance has been working hard to keep up with the work demand and will continue to strive for excellence.

# Richard Black- Construction Manager:

Yreka Kahtishraam Wellness Center they have installed the concrete for the gymnasium and are currently working on the concrete slab for the kitchen and piers, they have done all the under slab electrical, plumbing etc. They have been working on moving dirt from the site, and we have selected building colors the metal building should be here sometime at the end of this month. We have awarded the two home re-builds in Orleans one on Asip and the other on Kuyraak, the home should be started by the end of February 2015. We had three walk thru's this month tow for the civil designs for six single family home sites at the skyline property, and four single family home sites at Indian Creek. The other walk through was for the designs for 1-5 bedroom homes to be used through out the Siskiyou and Humboldt Counties. I did a site visit and started a scope of work for a home rehab in Etna. We have been working on putting paperwork together for the Tax Credit work, for thirty homes in Yreka.

# Florrine Super, Resource Development Manager

Computer lab hours have changed to Monday-Thursday 10am-6pm and Friday from 11am-6pm. This will give staff time to work together to reach KTHA mission and plan events. We have around 15 students or more who will be honored at our *Honor our student* event. Also, from working with our high school principals, I found out there is a need for tutors to help our Native high school students. Our office recruited three tutors who are willing to work at the schools and provide tutoring. Principal Marie Caldwell, Alma and I coordinated so Title VII funding could be used to provide these services.

Events in January-A week of Resume Writing & Computer Skills offered at computer center, Beginner Karuk Language Class,  $2^{nd}$  Karuk Language Class with Frank Thom, Cultural Class for Adults & Youth and Title VII Meeting and Training for Parents.

New beginnings or projects in the works: Girls Circle which is funded by Siskiyou County Behavioral Health in the amount of \$2680.00; we have around 1l girls participating. Resume Writing, Interview Tips & Skills, Drug & Alcohol Prevention Activity/Bingo, and honoring our children. Working on obtaining funds (potentially \$20,000) to have-Parent Classes & Cultural Activities, Honor Elders & Veterans Gathering, and Youth Cultural Activities through Siskiyou County Behavioral Health. Class to prepare for GED testing. Lunch time Karuk Language. Goal Setting Workshop. Collaborating with Siskiyou County School District Library Grant and they would like to provide us with 5 new computers, a projector and opportunity to share Karuk language so students can study during library hour.

# **DRAFT**

# POSITION DESCRIPTION

**Title:** Construction Crew Lead Carpenter

**Reports To:** Construction Manager

**Location:** Job site with Optional Company Provided Travel from Happy Camp

**Salary:** \$22.00 to \$25.00 per hour, depending on experience

**Summary:** The Construction Crew Lead Carpenter shall work under the Construction Manager to

construct projects as assigned for the Karuk Tribe Housing Authority.

Classification: Full time, Regular, Non Exempt

# **Responsibilities:**

- 1. Shall assist Construction Manager with all projects assigned to the Construction Crew with duties to include but not be limited to paperwork, estimating time and materials, procurement, and ordering.
- 2. Shall perform a variety of tasks involving physical labor for building and construction projects.
- 3. Shall read and interpret construction designsdesign documents and specifications, including performing building and utility site layout.
- 4.—Shall perform all site work as assigned by supervisor including but not limited to clearing and preparing sites, trenching, setting braces for excavation, erecting scaffolding, cleaning up rubble and debris or other waste materials.
- 5.4. Shall perform site work as assigned by supervisor including but not limited to clearing and preparing sites, trenching, setting braces for excavation, installing utilities and infrastructure including working with utility providers, cleaning up rubble and debris or other waste materials.
- 6.5. Shall perform construction tasks as assigned by supervisor including but not limited to: demolition, carpentry including all tasks from layout to finishes, appliance installation, painting, drywall, plumbing, mechanical, electrical, concrete, masonry, and roofing.
- 7.6. Shall operate hand and power tools of all types including but not limited to: shovels, rakes, drills, saws, nail guns, air hammers, earth tampers, cement mixers, paint sprayers, small mechanical hoists, surveying and measuring equipment.
- 8-7. Shall operate heavy equipment including but not limited to backhoe, excavator, compactor, and dozer.

	9-8. Shall work with crew members and laborers to assist them in proper construction methods.
	Shall assist Construction Manager with ensuring timely completion of assigned projects.  Shall assist craft workers on the job site as directed by Supervisor when necessary.
	<u>12.11.</u> Shall be receptive to learning and improving construction methods from the Supervisor and co-workers.
	13.12. Shall facilitate harmonious working relationships and permit prompt resolution of problems and conflicts as they occur.
	5 Shall maintain a professional appearance while on duty or on the job site, including use of professional language, posture, and wearing of appropriate clothing and footwear.
	<u>15.14.</u> Shall adhere to all safety measures including wearing appropriate personal protective equipment.
	Shall maintain a clean and safe job site by picking up all tools and equipment and securing the job site daily to eliminate potential hazards.
	Shall be flexible and able to report to work at various project sites throughout the KTHA Service Area (Siskiyou and Humboldt Counties) and be available for local and out of the area travel as required for job related training.
	18.17. Shall attend all required meetings and prepare reports as requested.
	19.18. Shall be polite and maintain a priority system in accepting other position related job duties as assigned.
(	Qualifications:
	1. Have the ability to work effectively with Native American people in culturally diverse

- environments.
- 2. Have the ability to manage time well and work under stressful conditions with an even temperament.
- 3. Have the ability to establish and maintain effective communication with contractor's contractors, KTHA and Tribal staff, and the public.
  - 4. Have the demonstrated ability to understand and follow oral and written instructions.

# **Requirements:**

- 1. Must have demonstrated knowledge and at least five (5) years' experience in residential construction and remodeling trades, practices, procedures, techniques, tools, equipment, and materials.
- 2. Must be able to read and interpret construction designs documents and specifications.
- 3. Must be physically able to perform all tasks as outlined in this position description, and willing to submit to a medically supervised physical to demonstrate that ability, if requested.

4. Must be able to demonstrate ability to properly and safely operate heavy equipment prior to use.			
4.5. Contractor's license preferred, but not required.			
5.6. Familiarity with federal procurement standards and Native American Housing and Self Determination Act (NAHASDA) regulations is preferred.			
6-7. Must have basic mathematical skills necessary for taking and computing measurements.			
7.8. Must be able to exert maximum muscle force to lift, push, pull, or carry objects weighing at least 50 pounds and perform physical activities that require considerable use of arms, legs and moving whole body such as handling tools, lumber, and building materials, climbing ladders up to 60 feet, lifting materials up to 80 pounds, balancing, walking, stooping, crawling for up to 50 feet, and handling materials.			
8.9. Must be able to work with little supervision when required, and recognize when to ask for assistance.			
9.10. Must have sound knowledge of construction safety measures.			
10.11. Must possess a basic tool belt including framing/finish hammer, speed square, tape measure, 9" level, cat's paw, and nail punch.			
41.12. Must possess valid driver's license, good driving record, and be insurable by the Housing Authority's insurance carrier.			
<u>12.13.</u> Must adhere to confidentiality policy.			
13.14. Must successfully pass a drug screening test and criminal history check.			
<b>Tribal Preference Policy:</b> In accordance with the TERO Ordinance, Tribal Preference will be observed in hiring. Positions with the Karuk Tribe Housing Authority will also be subject to preference in accordance with applicable NAHASDA and Indian Self Determination and Education Assistance Act criteria.			
Commission Approved Date: January 21 February 9, 2015			
Council Approved Date: —February 12, 2015			
Employee Signature:			
Chairman Signature:			

# **DRAFT**

# POSITION DESCRIPTION

**Title:** Construction Crew Member I

**Reports To:** Construction Manager

**Location:** Job site with Optional Company Provided Travel from Happy Camp

**Salary:** \$17.00 to \$18.00 per hour, depending on experience

Summary: The Construction Crew Member I shall work under the Construction Manager to

construct projects as assigned for the Karuk Tribe Housing Authority.

Classification: Full time, Regular, Non Exempt

# **Responsibilities:**

1. Shall perform a variety of tasks involving physical labor for building and construction projects.

- 2. Shall perform basic site work as assigned and directed by supervisor including but not limited to clearing and preparing sites, trenching, setting braces for excavation, installing utilities and infrastructure, erecting scaffolding, cleaning up rubble and debris or other waste materials.
- 3. Shall perform construction tasks as assigned and directed by supervisor including but not limited to: demolition, carpentry including all tasks from layout to finishes, appliance installation, painting, drywall, plumbing, mechanical, electrical, concrete, masonry, and roofing.
- 4. Shall operate hand and power tools of all types including but not limited to: shovels, rakes, drills, saws, nail guns, air hammers, earth tampers, cement mixers, paint sprayers, small mechanical hoists, surveying and measuring equipment.
- 5. Shall operate heavy equipment including but not limited to backhoe, excavator, compactor, and dozer.
- 6. Shall meet deadlines for tasks as set and monitored by supervisor.
- 7. Shall be receptive to learning and improving construction methods from the Supervisor and coworkers.
- 8. Shall facilitate harmonious working relationships and permit prompt resolution of problems and conflicts as they occur.
- 9. Shall maintain a professional appearance while on duty or on the job site, including use of professional language, posture, and wearing of appropriate clothing and footwear.

- 10. Shall adhere to all safety measures including wearing appropriate personal protective equipment.
- 11. Shall maintain a clean and safe job site by picking up all tools and equipment and securing the job site daily to eliminate potential hazards.
- 12. Shall be flexible and able to report to work at various project sites throughout the KTHA Service Area (Siskiyou and Humboldt Counties) and be available for local and out of the area travel as required for job related training.
- 13. Shall attend all required meetings and prepare reports as requested.
- 14. Shall be polite and maintain a priority system in accepting other position related job duties as assigned.

# **Qualifications:**

- 1. Have the ability to work effectively with Native American people in culturally diverse environments.
- 2. Have the ability to manage time well and work under stressful conditions with an even temperament.
- 3. Have the ability to establish and maintain effective communication with contractor's contractors, KTHA and Tribal staff, and the public.
- 4. Have the demonstrated ability to understand and follow oral and written instructions.

# **Requirements:**

- 1. Must have at least three (3) years' experience in construction trades, practices, procedures, techniques, tools, equipment, and materials.
- 2. Must be physically able to perform all tasks as outlined in this position description, and willing to submit to a medically supervised physical to demonstrate that ability, if requested.
- 3. Must be able to demonstrate ability to properly and safely operate heavy equipment prior to use.
- 3.4. Must have basic mathematical skills necessary for taking and computing measurements.
- 4.5. Must have basic reading skills necessary to read and interpret written instructions.
- 5.6. Must be able to exert maximum muscle force to lift, push, pull, or carry objects weighing at least 50 pounds and perform physical activities that require considerable use of arms, legs and moving whole body such as handling tools, lumber, and building materials, climbing ladders up to 60 feet, lifting materials up to 80 pounds, balancing, walking, stooping, crawling for up to 50 feet, and handling materials.
- 6.7. Must be able to recognize when to ask for assistance.
- 7-8. Must have sound knowledge of construction safety measures.
- 8-9. Must possess a basic tool belt including framing/finish hammer, speed square, tape measure, 9" level, cat's paw, and nail punch.

		_Must possess valid driver's license, good driving record, and be insurable by the Housing rity's insurance carrier.
	<del>10.</del> 11.	_Must adhere to confidentiality policy.
	<del>11.</del> 12.	_Must successfully pass a drug screening test and criminal history check.
	in hiring. Posi	ence Policy: In accordance with the TERO Ordinance, Tribal Preference will be observed tions with the Karuk Tribe Housing Authority will also be subject to preference in the applicable NAHASDA and Indian Self Determination and Education Assistance Act
Commission Approved Date: January 21 February 9, 2015		
	Council Approved Date: —February 12, 2015	
	<b>Employee Sig</b>	nature:
	Chairman Sio	mature:

# DRAFT

### POSITION DESCRIPTION

Title: Construction Crew Member II

**Reports To:** Construction Manager

**Location:** Job site with Optional Company Provided Travel from Happy Camp

**Salary:** \$15.00 to \$16.00 per hour, depending on experience

Summary: The Construction Crew Member II shall work under the Construction Manager to

construct projects as assigned for the Karuk Tribe Housing Authority.

Classification: Full time, Regular, Non Exempt

# **Responsibilities:**

1. Shall perform a variety of tasks involving physical labor for building and construction projects.

- 2. Shall perform basic site work as assigned and directed by supervisor including but not limited to clearing and preparing sites, trenching, setting braces for excavation, installing utilities and infrastructure, erecting scaffolding, cleaning up rubble and debris or other waste materials.
- 3. Shall perform construction tasks as assigned and directed by supervisor including but not limited to: demolition, carpentry including all tasks from layout to finishes, appliance installation, painting, drywall, plumbing, mechanical, electrical, concrete, masonry, and roofing.
- 4. Shall operate hand and power tools of all types including but not limited to: shovels, rakes, drills, saws, nail guns, air hammers, earth tampers, cement mixers, paint sprayers, small mechanical hoists, surveying and measuring equipment.
- 5. Shall operate heavy equipment including but not limited to backhoe, excavator, compactor, and dozer.
- 6. Shall meet deadlines for tasks as set and monitored by supervisor.
- 7. Shall be receptive to learning and improving construction methods from the Supervisor and coworkers.
- 8. Shall facilitate harmonious working relationships and permit prompt resolution of problems and conflicts as they occur.
- 9. Shall maintain a professional appearance while on duty or on the job site, including use of professional language, posture, and wearing of appropriate clothing and footwear.

- 10. Shall adhere to all safety measures including wearing appropriate personal protective equipment.
- 11. Shall maintain a clean and safe job site by picking up all tools and equipment and securing the job site daily to eliminate potential hazards.
- 12. Shall be flexible and able to report to work at various project sites throughout the KTHA Service Area (Siskiyou and Humboldt Counties) and be available for local and out of the area travel as required for job related training.
- 13. Shall attend all required meetings and prepare reports as requested.
- 14. Shall be polite and maintain a priority system in accepting other position related job duties as assigned.

# **Qualifications:**

- 1. Have the ability to work effectively with Native American people in culturally diverse environments.
- 2. Have the ability to manage time well and work under stressful conditions with an even temperament.
- 3. Have the ability to establish and maintain effective communication with contractor's contractors, KTHA and Tribal staff, and the public.
- 4. Have the demonstrated ability to understand and follow oral and written instructions.

# **Requirements:**

- 1. Must have at least two (2) years' experience in construction trades, practices, procedures, techniques, tools, equipment, and materials.
- 2. Must be physically able to perform all tasks as outlined in this position description, and willing to submit to a medically supervised physical to demonstrate that ability, if requested.
- 3. Must be able to demonstrate ability to properly and safely operate heavy equipment prior to use.
- 3.4. Must have basic mathematical skills necessary for taking and computing measurements.
- 4.5. Must have basic reading skills necessary to read and interpret written instructions.
- 5.6. Must be able to exert maximum muscle force to lift, push, pull, or carry objects weighing at least 50 pounds and perform physical activities that require considerable use of arms, legs and moving whole body such as handling tools, lumber, and building materials, climbing ladders up to 60 feet, lifting materials up to 80 pounds, balancing, walking, stooping, crawling for up to 50 feet, and handling materials.
- 6.7. Must be able to recognize when to ask for assistance.
- 7.8. Must have sound knowledge of construction safety measures.
- 8-9. Must possess a basic tool belt including framing/finish hammer, speed square, tape measure, 9" level, cat's paw, and nail punch.

		_Must possess valid driver's license, good driving record, and be insurable by the Housing rity's insurance carrier.
	<del>10.</del> 11.	_Must adhere to confidentiality policy.
	<del>11.</del> 12.	_Must successfully pass a drug screening test and criminal history check.
	in hiring. Posi	ence Policy: In accordance with the TERO Ordinance, Tribal Preference will be observed tions with the Karuk Tribe Housing Authority will also be subject to preference in the applicable NAHASDA and Indian Self Determination and Education Assistance Act
Commission Approved Date: January 21 February 9, 2015		
	Council Approved Date: —February 12, 2015	
	<b>Employee Sig</b>	nature:
	Chairman Sio	mature:

# **DRAFT**

### POSITION DESCRIPTION

**Title:** Construction Crew Laborer

**Reports To:** Construction Manager

**Location:** Job site with Optional Company Provided Travel from Happy Camp

**Salary:** \$12.00 to \$14.00 per hour, depending on experience

**Summary:** The Construction Crew Laborer shall work under the Construction Manager to construct

projects as assigned for the Karuk Tribe Housing Authority.

Classification: Full time, Regular OR Seasonal OR Combination, Non Exempt

# **Responsibilities:**

1. Shall perform a variety of tasks involving physical labor for building and construction projects.

- 2. Shall assist with basic site work as assigned and directed by supervisor including but not limited to clearing and preparing sites, trenching, setting braces for excavation, erecting scaffolding, installing utilities and infrastructure, and cleaning up rubble and debris or other waste materials.
- 3. Shall assist with basic construction tasks as assigned and directed by supervisor including but not limited to: demolition, appliance installation, painting, drywall, plumbing, mechanical, electrical, concrete, masonry, and roofing.
- 4. Shall operate hand and power tools of all types including but not limited to: shovels, rakes, drills, saws, nail guns, air hammers, earth tampers, cement mixers, paint sprayers, small mechanical hoists, surveying and measuring equipment.
- 5. Shall meet deadlines for tasks as set and monitored by supervisor.
- 6. Shall be receptive to learning and improving construction methods from the Supervisor and coworkers.
- 7. Shall facilitate harmonious working relationships and permit prompt resolution of problems and conflicts as they occur.
- 8. Shall maintain a professional appearance while on duty or on the job site, including use of professional language, posture, and wearing of appropriate clothing and footwear.
- 9. Shall adhere to all safety measures including wearing appropriate personal protective equipment.

- 10. Shall maintain a clean and safe job site by picking up all tools and equipment and securing the job site daily to eliminate potential hazards.
- 11. Shall be flexible and able to report to work at various project sites throughout the KTHA Service Area (Siskiyou and Humboldt Counties) and be available for local and out of the area travel as required for job related training.
- 12. Shall attend all required meetings and prepare reports as requested.
- 13. Shall be polite and maintain a priority system in accepting other position related job duties as assigned.

#### **Qualifications:**

- 1. Have the ability to work effectively with Native American people in culturally diverse environments.
- 2. Have the ability to manage time well and work under stressful conditions with an even temperament.
- 3. Have the ability to establish and maintain effective communication with contractor's contractors, KTHA and Tribal staff, and the public.
- 4. Have the demonstrated ability to understand and follow oral and written instructions.

#### **Requirements:**

- 1. Must have knowledge of construction trades, practices, procedures, techniques, tools, equipment, and materials. Previous experience is preferred but not required.
- 2. Must be physically able to perform all tasks as outlined in this position description, and willing to submit to a medically supervised physical to demonstrate that ability, if requested.
- 3. Must have basic mathematical skills necessary for taking and computing measurements.
- 4. Must have basic reading skills necessary to read and interpret written instructions.
- 5. Must be able to exert maximum muscle force to lift, push, pull, or carry objects weighing at least 50 pounds and perform physical activities that require considerable use of arms, legs and moving whole body such as handling tools, lumber, and building materials, climbing ladders up to 60 feet, lifting materials up to 80 pounds, balancing, walking, stooping, crawling for up to 50 feet, and handling materials.
- 6. Must be able to recognize when to ask for assistance.
- 7. Must have sound knowledge of construction safety measures.
- 8. Must possess, or be able to obtain prior to work, a basic tool belt including framing/finish hammer, speed square, tape measure, 9" level, cat's paw, and nail punch.
- 9. Must possess valid driver's license, good driving record, and be insurable by the Housing Authority's insurance carrier.

- 10. Must adhere to confidentiality policy.
- 11. Must successfully pass a drug screening test and criminal history check.

**Tribal Preference Policy:** In accordance with the TERO Ordinance, Tribal Preference will be observed in hiring. Positions with the Karuk Tribe Housing Authority will also be subject to preference in accordance with applicable NAHASDA and Indian Self Determination and Education Assistance Act criteria.

Commission Approved Date: January 21 February 9, 2015
Council Approved Date: —February 12, 2015
Employee Signature:
Chairman Signature:

#### Karuk Community Health Clinic

64236 Second Avenue Post Office Box 316 Happy Camp, CA 96039 Phone: (530) 493-5257 Fax: (530) 493-5270





#### **Administrative Office**

Phone: (530) 493-1600 • Fax: (530) 493-5322 64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039 Karuk Dental Clinic

64236 Second Avenue Post Office Box 1016 Happy Camp, CA 96039 Phone: (530) 493-2201

Fax: (530) 493-5364

	200 80 100	T FOR CONTRACT/ MOU/ AGREEME	NT
Check One:	Contract	Karuk Tribe Number Assigned:	15A-037
□ ☑	MOU Agreement Amendment	Funder/Agency Assigned: Prior Amendment:	Not applicable NO
REQUIRED	*Procurement At	List System Attached (CONTRACTS O	
	*KCDC/ KTHA N	Notification/ review required	✓ Yes No
Requestor:	Erin Hillman	Date:	February 16, 2015
Department/Program:	an sala	Karuk Tribe Housing Authority	IN THE RESIDENCE
Name of Contractor o		Karuk Tribe/ Karuk Tribe Housing Auth	ority
Effective Dates (From	ı/To):	upon award of LIHTC	25 years/ 25 years ext.
Amount of Original: Amount of Modificati	ion:	50	
Total Amount:		80	
Funding Source:	Not applicable		
Special Conditions/To	erms:	Low Income Housing Tax Credits from the	California Tax Credit Allocation
Will be required only	if there is an award of		
Will be required only Committee.			
Will be required only Committee.  Brief Description of I Agreement for external of the content o	Purpose:	to the Housing Authority for Lots Numb	
Will be required only Committee.  Brief Description of I	Purpose:	to the Housing Authority for Lots Number	
Will be required only Committee.  Brief Description of I Agreement for external of the content o	Purpose:		
Will be required only Committee.  Brief Description of I Agreement for extended the Ease.	Purpose:	to the Housing Authority for Lots Number	
Will be required only Committee.  Brief Description of I Agreement for exter Lease.	Purpose:	to the Housing Authority for Lots Number	er 1 and 7-65 as per current Maste
Will be required only Committee.  Brief Description of I Agreement for exter Lease.  Requestor	Purpose:  nsion of Master Lease	to the Housing Authority for Lots Number	er 1 and 7-65 as per current Master  Date  Date
Will be required only Committee.  Brief Description of I Agreement for exter Lease.  Requestor	Purpose:  Insion of Master Lease  Therefore  Therefore	to the Housing Authority for Lots Number	er 1 and 7-65 as per current Maste  Date  Date
Committee.  Brief Description of I Agreement for exter Lease.  **Chief Financial Of  **Director, Administration	Purpose:  Insion of Master Lease  Ticer  Trative Programs & Con	to the Housing Authority for Lots Number ** REQUIRED SIGNATURES **	Date Date
Brief Description of I Agreement for exter Lease.  **Chief Financial Of  **Director, Administration	Purpose:  Insion of Master Lease  Therefore  Therefore	to the Housing Authority for Lots Number ** REQUIRED SIGNATURES **	er 1 and 7-65 as per current Maste  Date  Date

Updated October 25, 2012
This amended version supersedes all previous versions.

#### Agreement Between Karuk Tribe (Agreement No. 15-A-037) And

Karuk Tribe Housing Authority (Agreement No. 15-A-007)

This Agreement is hereby made by and between the Lessor, the Karuk Tribe (KT) a federally recognized Tribe and the Lessee, the Karuk Tribe Housing Authority (KTHA) a Tribally Designated Housing Entity (TDHE), on this date, the 26<sup>th</sup> day of February 2015.

The terms of the Agreement shall be as follows:

- A. The Lessor and Lessee agree to amend Residential Master Lease 05-RML-01, dated May 4, 2005 (attached hereto as Exhibit A) upon a successful award of Low Income Housing Tax Credits from the California Tax Credit Allocation Committee under substantially the same terms and conditions herein.
- B. Lease Premises. Lease 05-RML-01 is located within the Yreka Karuk Housing Community and pertains to lots 1 and 7 through 65, land legally described on Exhibit A attached hereto and incorporated herein (the "Site"). Final legal descriptions may be modified, as necessary based on surveys of the property and approved by the Lessor.
- C. Gross Rent. No rent shall be necessary from Lessee during the lease term provided that the Lessee complies with the lease conditions. Lessee shall be responsible for all operating costs for the site.
- D. Term. The term of the Lease shall be for an additional fifty (50) years pursuant to the current Bureau of Indian Affairs ("BIA") leasing regulations. Pursuant to Section 5 of Lease 05-RML-01, Lessor and Lessee may agree to delete lots 29-33, 36-53, 56-59, 61-62, and 65 ("specified sublease lots") from said lease and enter a new Residential Master Lease for specified lots.
- E. Renewal. The Lease may be renewed by the Lessee for an additional term of fifty (50) years with approval by the Lessor and approved by the BIA. Lessee must exercise the renewal at least 90 days, but not more than 180 days, prior to the expiration of the initial Lease term.

- F. Use. Lessee shall use specified sublease lots for the construction of 30 single family housing units eligible for low income housing tax credits under Section 42 of the Internal Revenue Code.
- G. Condition of Lease Premises. Lessee agrees to take occupancy of the Lease Premises in its current "as-is" condition. Lessor shall have no liability for soil or environmental conditions. Any improvements to the Lease Premises shall be approved by the Lessor. Such approval shall not be unreasonably withheld or delayed.
- H. Insurance. Lessee agrees to obtain adequate insurance to cover its liability associated with its lease of the Sites throughout the term of the Lease.
- I. Modification of the Lease shall be binding only if evidenced in writing, signed by an authorized representative of KT and KTHA. Either party may terminate the Lease at any time with cause only if a breach of contract has occurred and is incurable.
- J. The Lease will not be intended nor shall it be so interpreted to be a waiver of sovereign immunity of the Tribe or the Housing Authority, or their employees, officials and agents. Nothing in the Lease shall subject or limit the sovereign rights of the Karuk Tribe.
- K. The Lease and its provisions shall be interpreted according to the laws of the Karuk Tribe and applicable Federal laws and regulations.

In witness, each party to this Agreement has caused it to be executed in Happy Camp, California on the date indicated below. The KTHA and the KT warrants and certifies that it possesses the legal authority to enter into a Lease.

Name: Russell Attebery Title: Chairman Karuk Tribe (Lessor) P O Box 1159 Happy Camp CA 96039	Date	
Name: Elsa R. Goodwin	Date	
Title: Chairperson		
Karuk Tribe Housing Authority (Lessee)		
P O Box 1159		
Happy Camp CA 96039		

#### Karuk Community Health Clinic

64236 Second Avenue Post Office Box 316 Happy Camp, CA 96039 Phone: (530) 493-5257 Fax: (530) 493-5270





**Administrative Office** 

Phone: (530) 493-1600 • Fax: (530) 493-5322 64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

#### **Karuk Dental Clinic**

64236 Second Avenue Post Office Box 1016 Happy Camp, CA 96039 Phone: (530) 493-2201

Fax: (530) 493-2201

		REQUE	ST FOR CONTRACT/ MOU/ AGREE	MENT 15-M-004
Check One:		Contract	Karuk Tribe Number Assigne	d: 15 A 03/2
		MOU Agreement Amendment	Funder/Agency Assigned: Prior Amendment:	Not applicable NO
REQU	JIRED -		Attached	
Requestor:		Erin Hillman	Da	te: February 16, 2015
Department/Prog	gram:		Karuk Tribe Housing Authority	
Name of Contrac	ctor or Pa	arties:	Karuk Tribe Health Program/ Karuk	Homes I (KTHA is General Partner)
Effective Dates (	(From/To	o):	upon award of LIHTC	ten years.
Amount of Origi Amount of Modi Total Amount:			\$0 \$0	
Funding Source:		Not applicable		
Special Condition Will be required Committee.	ons/Term	is: there is an award o	f Low Income Housing Tax Credits from t	ne California Tax Credit Allocation
Brief Description	n of Pur	oose:		
Health Program	m curre	nty provides exer	cise activities for	
			** REQUIRED SIGNATURES **	
Requestor	MDN	al		2 16 15 Date
**Chief Financia  **Director, Adm	mil	ve Programs & Co	mpliance	Date 2-18-15  Date 0 / 15 / 15
	of Gover	nance(MOU/MOA	A) or TERO (Contracts)	Date
Other	9	<b>ス</b>	Request for Contract/MOU/Agreement	Date

This amended version supersedes all previous versions.

Karuk Community Health Clinic

64236 Second Avenue Post Office Box 316 Happy Camp, CA 96039 Phone: (530) 493-5257 Fax: (530) 493-5270

## Karuk Tribe



Administrative Office
Phone: (530) 493-1600 • Fax: (530) 493-5322
64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

Knruk Dental Clinic 64236 Second Avenue

Post Office Box 1016 Happy Camp, CA 96039 Phone: (530) 493-2201 Fax: (530) 493-5364

	AATE	REQUE	ST FOR CONTRACT/ MOU/ AGREEM	ent et m	
Check One:		Contract MOU Agreement Amendment	Karuk Tribe Number Assigned: Funder/Agency Assigned: Prior Amendment:		M-OOY Not applicable
REQU	JIRED -	*Procurement A *Excluded Part *KCDC/KTHA	Attached *Budget Attached (CONTRACTS ( Notification/review required	ached ONLY)	
Requestor:	1	Erin Hillman	Date	: February	16, 2015
Department/Pro	gram:	Mark Hill	Karuk Tribe Housing Authority		
Name of Contra		arties	Karuk Tribe Health Program/ Karuk H	omes I (KTI	IA is General Partner)
Effective Dates			upon award of LIHTC		ten years.
Amount of Orig Amount of Mod Total Amount:	ginal: lification	MACHINA Mentalenak	\$0		
Funding Source	is he d	Not applicable			
Special Conditi Will be require Committee.	ions/Tem d only if	ns: There is an award	of Low Income Flousing Fax Credits from th	e California	Tax Credit Allocation
Brief Description	on of Pu	rpose:	on sured to the transfer of the same	a diak	
Health Progra	am curr	enty provides exe	rcise activities for		
Eurt	duQ	ial	** REQUIRED SIGNATURES **	na lisa	216/15
Requestor					Dato
**Chief Finance	cial Offic	er			Date
**Director, Ad	Iministra	tive Programs & (	Compliance		Date
**Director of	Self Gov	emance(MOU/MOU/MOU/MOU/MOU/MOU/MOU/MOU/MOU/MOU/	OA) or TERO (Contracts)		Date 2/17/2015
1	wil	11-01	Request for Contract/MOU/Agreement		Date

Updated October 25, 2012 This amended version supersedes all previous versions.

#### Memorandum of Understanding Between Karuk Tribe (Agreement No. 15-M-004) And Karuk Homes I (KTHA Agreement No. 15-M-008)

This Memorandum of Understanding (MOU) dated February 26, 2015 is hereby made by and between the Karuk Tribe Health Program (KTHP) and the Karuk Homes I, a partnership of which the Karuk Tribe Housing Authority (KTHA) is the general partner, and are hereby known as the Parties.

The terms of understanding shall be as follows:

- A. The Parties enter into this MOU to mutually promote high quality services amenities for the residents of Karuk Homes I Low Income Housing Tax Credit Project (the "Project").
- B. The Parties certify that the services outlined in Exhibit A will be provided for the Project tenants on a regularly scheduled basis for a minimum of ten (10) years.
- C. If, for some reason the KTHP is unable to continue to provide these services, the Karuk Homes 1 General Partner certifies that these services will continue to be offered to the Project's tenants.
- D. The KTHP is already providing the services to the other tenant populations, and it will be able to provide the same services to the Karuk Homes I tenants immediately upon initial occupancy of the project units.
- E. The KTHP will provide these services free of charge to residents and will not charge the KTHA, or the Karuk Homes I Limited Partnership for these services.
- F. The KTHP will provide these services at the existing Karuk Tribe Community Center and Karuk Tribe Housing Authority Administrative Building located at 1836 Apsuun within the same subdivision as the Project Units.

Memorandum of Understanding

Services: KTHP

KTHA #15-M-008, KT # 15-M-004

February 26, 2015

- G. The Project Owner and Service Providers will appoint a representative to serve as the official contact to coordinate the carrying out of this MOU.
- H. Karuk Homes I Partnership Representative:

Erin Hillman
Executive Director of General Partner
P O Box 1159
Happy Camp CA 96039

- I. Karuk Tribe Health Program Representative
  Raul Recarey
  Chief Executive Officer
  Karuk Tribal Health Program
  P O Box 1016
  Happy Camp CA
- J. This MOU constitutes the entire agreement between the parties and any modification of this MOU shall be binding only if evidenced in writing, signed by an authorized representative of KTHP and Karuk Homes I Partnership.
- K. This MOU is not intended nor shall it be so interpreted to be a waiver of sovereign immunity of the Tribe or the Housing Authority, or their employees, officials and agents. Nothing in this Lease shall subject or limit the sovereign rights of the Karuk Tribe.
- L. This MOU and its provisions shall be interpreted according to the laws of the Karuk Tribe and applicable Federal laws and regulations.

In witness, each party to this MOU has caused it to be executed in Happy Camp, California on the date indicated below. The Karuk Tribe and Karuk Homes I warrant and certify that it possesses the legal authority to enter into this Lease.

This Lease is hereby signed and dated:	
Name: Russell Attebery Title: Chairman	Date
Name: Erin Hillman Title: Executive Director, General Partr	Date ner of Karuk Homes

#### EXHIBIT A SERVICES AMENITIES PLAN

The following services will be available free of charge to all residents of the Karuk Homes I Project.

#### Adult Educational, Health and Wellness or skill building classes:

#### Exercise Class: 3 hours weekly.

 Mondays, Wednesdays and Fridays 12:00 to 1:00 pm Zoomba or other comparable exercise class

#### Alcoholics Anonymous Meetings: (4.25 hours weekly)

Alcoholics Anonymous is an international fellowship of men and women who have had a drinking problem. It is nonprofessional, self-supporting, multiracial, apolitical, and available almost everywhere. There are no age or education requirements. Membership is open to anyone who wants to do something about his or her drinking problem.

Tuesdays: 6:30 to 8:30 pmWednesdays: 6:45 to 9:00 pm

#### Narcotics Anonymous Meetings: (2 hours weekly)

The primary service provided by Narcotics Anonymous is the NA group meeting. Each group runs itself based on principles common to the entire organization, which is spelled out in NA's literature.

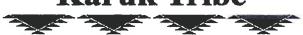
NA's primary approach to recovery is its belief in the therapeutic value of one addict helping another. Members take part in NA meetings by talking about their experiences and recovery from drug addiction. NA meetings are informally structured, held in space rented by the group, and are led by members who take turns opening and closing the meeting. NA meetings and other services are funded entirely by member contributions and the sale of recovery literature.

Thursdays: 6:30 to 8:30 pm

Memorandum of Understanding Services: KTHP KTHA #15-M-008, KT # 15-M-004 February 26, 2015 Karuk Community Health Clinic

64236 Second Avenue Post Office Box 316 Happy Camp, CA 96039 Phone: (530) 493-5257 Fax: (530) 493-5270

## Karuk Tribe



Administrative Office
Phono: (530) 493-1600 • Fax: (530) 493-5322
64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

#### Karuk Dental Clinic

64236 Second Avenue Post Office Box 1016 Happy Camp, CA 96039 Phone: (530) 493-2201 Fax: (530) 493-5364

		REQUI	EST FOR CONTRACT/ MOU/ AGREEMI	ENT
Check One:		Contract MOU Agreement Amendment	Karuk Tribe Number Assigned: Funder/Agency Assigned: Prior Amendment:	15-A-029 N/A
REQUI	RED →		ard Management (SAM) (CONTRACTS C	
Requestor:		Erin Hillman	Date	December 31, 2014
Department/Progra	am:		КТНА	
Name of Contracto	or or Pa	rties:	Karuk Tribe via KTHA with Sheila/Gary	Super
Effective Dates (F	rom/To	):	upon approval	
Amount of Origina Amount of Modifi			\$0 \$0	
Total Amount:			\$0	
Funding Source:		Not applicable		
Special Conditions				
Restrictions**	orting doc	cumentation, copies	of Quitclaim and Release Deed, Mutual Release,	Restrictive Covenant-Useful Life
Brief Description	of Purpo	ose:		
			#555-T5254, Yreka Housing Subdivision. C o homeowner, administered by KTHA/ Kar	
Requestor	eden	iai	** REQUIRED SIGNATURES **	Date 14
**Chief Financial  **Director, Admin	Officer	ayton Offull Programs & Con		2-11-15 Date 2-12-15 Date
( Jack	In/	2	) or TERO (Contracts)	$\frac{2}{2}$ – $\frac{12}{5}$ Date
Other **	required	I document.	SCOTT QUINN, LAND.  Request for Contract/MOU/Agreement	2/17/15 Date

Updated October 25, 2012 This amended version supersedes all previous versions.

### KARUK TRIBE HOUSING AUTHORITY

P.O. Box 1159 • 635 Jacobs Way Happy Camp, CA 96039 Ph: (530) 493-1414 • Fax: (530) 493-1415



1836 Apsuun Street Yreka, CA 96097 Ph: (530) 842-1644 • Fax: (530) 842-1646

# TESTIMONY OF THE KARUK TRIBE HOUSING AUTHORITY OVERSIGHT HEARING ON LOAN LEVERAGING IN INDIAN COUNTRY UNITED STATES SENATE COMMITTEE ON INDIAN AFFAIRS FEBRUARY 4, 2015

#### THE KARUK TRIBE AND NAHASDA

The mission of the Karuk Tribe Housing Authority (KTHA) is to maintain current assets and remedy unsafe and unsanitary housing conditions that are injurious to the public health, safety and morals, and alleviate the acute shortage of decent, safe and sanitary dwellings for persons of low-income, and to promote and sustain the culture, education, language, health, welfare, self-sufficiency, and economic independence of its residents.

The Karuk Tribe is made up of several communities, which are located along the Klamath River in two extremely rural portions of Siskiyou and Humboldt Counties in northwestern California. Our Service Area bridges Congressional Districts One and Two. The Tribe has approximately 3,726 enrolled tribal members and 4,021 descendant members. The Tribe's current reservation is approximately 600 acres, located on noncontiguous parcels within the three communities, and consists mostly of fee lands, purchased over many years by the Tribe. The KTHA serves one of the most remote and poverty stricken areas of California. Many of our members live in a remote, rural region where economic opportunity and jobs are very limited and unemployment is as extraordinarily high as the per capita income is low. This region was estimated to be 85% timber-dependent, and its economy has not recovered from the closures of local mills, a condition evidenced by the fact that, in 2006, 90% of the students enrolled in the local elementary school qualified for the free lunch program. The Census data for the Tribe indicate that the median household income of \$19,141 is less than half the median income for the state and the per capita income is only \$10,231. Not surprisingly, the KTHA waiting list for homes has over 390 families and individuals, many of whom have no other viable housing options.

The Native American Housing and Self-Determination Act (NAHASDA) has been a great vehicle for tribes generally and for the KTHA specifically to develop housing to help meet the needs of its tribal members and other Indians in its service area. The legislation marks a significant step towards self-determination in the housing arena.

Since the passage of NAHASDA, the KTHA has developed a broad range of housing services, using the flexibility in the Act to meet needs of our service population in the most efficient

manner possible. The KTHA operates several programs and has many accomplishments. The KTHA offers first time homebuyer loans at 2% and works with its applicants to understand the mortgage process and overcome credit problems. We also offer down payment assistance to help make homebuyers' mortgages affordable. The KTHA has had 27 mortgages funded outside the lease purchase program. We also provide Home Replacement Assistance and operate the Home Rehabilitation Program which provides grants and loans to bring substandard housing to safe and sanitary conditions.

KTHA has a total of 186 units of housing, Yreka (115 units, single family homes and apartments), Happy Camp (37 units) and Orleans (34 units). The KTHA provides single family homes in each of our communities which are designed for disabled Tribal Elders; the homes are conveniently located near Senior Programs. We have 43 Elders Housing Units under management. Other rentals, single family homes, apartments and lease with purchase option homes provide affordable housing to those whose income falls below 80% of the annual median income level. Monthly rent or lease payments do not exceed 30% of the family's income. The KTHA endeavors to use energy savings techniques, such as solar power, in its buildings when possible. Additionally, KTHA provides 30 student vouchers annually to assist with rent for full time college students; 15 Elders Vouchers to subsidize rent for Elders who are living off-reservation; and Emergency Vouchers to assist Tribal Members with crisis. The KTHA is also managing the BIA Housing Improvement Program (HIP) for Tribe.

Reauthorization of NAHASDA is a top priority for the Tribe and KTHA, along with ensuring that sufficient funds are appropriated to make the program successful. NAHASDA has provided the KTHA with tools to help meet the housing needs of our tribal members. There is, however, still a critical need that is far too large. We need NAHASDA reauthorized with adequate funding to continue our efforts and make real progress. The KTHA will continue to do what we can with the resources we have. Significantly, we have found that leveraging NAHSASDA monies has increased our ability to complete necessary projects.

#### NAHASDA'S INDIAN HOUSING BLOCK GRANT

The Indian Housing Block Grant (IHBG) is the funding mechanism under NAHASDA to provide housing assistance to tribes. This mechanism allows tribes to develop housing services in response to local and cultural needs. The IHBG annual appropriations under NAHASDA, however, have not kept pace with inflation, and in real dollars the last few years of appropriations represent a significant decrease from the amounts initially appropriated in the early years of NAHASDA. The amounts adopted over the past few years have essentially remained flat, while both the need and the costs of serving that need have increased. The annual funding we currently receive is nowhere near sufficient to meet our members' substantial need for housing services.

KTHA relies on the annual IHBG appropriation to provide services year-in and year-out, and any proposed cuts will impact us as an organization and our constituents in a dramatic way, resulting in overwhelming unmet need. Tribes and TDHEs need a longer term sustainable appropriation for housing, one that would at the very least keep pace with inflation. We simply cannot manage

with less without devastating effects. Congress should increase the annual NAHASDA IHBG appropriations to at least \$875 million, and adjust it upward annually to keep pace with inflation.

In the meantime, the KTHA will continue our efforts to stretch our IHBG monies effectively as set forth below.

#### **LEVERAGED PROGRAMS**

Given that our IHBG funding amount is inadequate to meet our housing needs, we have sought (where possible) to leverage our IHBG funds to secure additional funding resources for a variety of projects. In this way, we stretch the IHBG dollar as far as we can and attract more resources by virtue of its existence.

The following sets forth some of the projects for which we leveraged our IHBG funds.

#### USDA and NAHASDA

KTHA was recently awarded funding from the USDA Natural Resource Conservation Service to perform hazardous fuels reduction work on 49.6 acres of tribal housing property. These acres surround thirty five (35) housing units in the Happy Camp community, the focus of the 2014 NRCS project work. The project work includes conservation treatment standards that will reduce hazardous fuels, reduce the risk of harmful insects and disease, and protect and maintain air quality by reducing the threat of wildfire and its risk of harm to humans and animals. The project will include the removal of unwanted trees, shrubs and vines from wooded areas to improve or sustain production, to maintain plant cover for soil protection, modify stand composition, and improve aesthetics. Ultimately, the reduction of wildfire threat from this work will help to protect our limited housing resources from destruction. The Happy Camp Complex, which burned over 134,000 acres in the summer of 2014, only serves to remind us of the need for these mitigation measures. NAHASDA funds are being leveraged for this project.

#### FEMA Hazard Mitigation Funding and NAHASDA

In July 2013, the "Dance" Fire burned through the KTHA community, and resulted in the loss of one home, several outbuildings and damages to tribal property that totaled over a million dollars. The Tribe was successful in obtaining a Presidential Disaster Declaration, and recently has been awarded funding for Hazard Mitigation Activities. NAHASDA funds are being leveraged with FEMA Hazard Mitigation Funds in order to perform much needed defensible space clearing around housing units in Orleans and Happy Camp as NRCS funds will not pay for defensible space clearing around houses.

#### Low Income Housing Tax Credit Program

The KTHA is currently working on an application to the California Tax Credit Allocation Committee (TCAC) for Low Income Housing Tax Credits. NAHASDA funds are being used to leverage these resources in order to build 30 new homes in our Yreka Community for low-income tribal members and other Indian families. The Karuk Tribe has identified funding in our 2015 Plan for 8 homes, and with a successful application for tax credits, under the final year of the two year tribal set aside (demonstration project) in California, we hope to accomplish a great deal more

#### Indian Community Development Block Grant Funds and NAHASDA

The Karuk Tribe applied for and received \$605,000 for the construction of a new 18,000 square foot Wellness Center (Gym) in the Yreka Community, the planning of which predates NAHASDA. The KTHA, using a combination of NAHASDA and nonfederal funds, has committed more than 2.4 million dollars toward the completion of this project and oversees the construction contract and budgets for the project.

City of Yreka and Siskiyou County elected officials attended the groundbreaking alongside Tribal Council members, Housing Board members, tribal and housing staff and housing residents showing a broad range of community support. This project is currently underway, and has an estimated scheduled completion date of June 15, 2015.

#### NAHASDA and DOJ and BIA

The KTHA is planning to construct a domestic violence shelter to provide a safe haven for those suffering from domestic violence. The Karuk Tribe has always taken steps to stem domestic violence and with the recent reauthorization of the Violence Against Women Act, it is reinvigorating its efforts. The shelter will be constructed with NAHASDA funds and operated with funds from the Department of Justice and the Bureau of Indian Affairs. Without this combination of resources from the different federal agencies, a functioning shelter would not be possible.

#### **CONCLUSION**

The flexibility and tools provided under the NAHASDA are making a difference for the Karuk Tribe. We have been able to assess our communities' housing needs and develop plans and programs to address them. Our needs are great as are the needs of our fellow tribes. For this reason, we work hard to leverage our limited resources and stretch them as far as we can in our effort to carry out our mission to ensure decent, safe and sanitary dwellings for those in our Service Area. Housing is a fundamental need. Without adequate, safe housing, social ills perpetuate. We strive to promote the health, welfare and self-sufficiency of our people.

We ask the Committee to work to reauthorize NAHASDA as soon as possible, ensure adequate funding for the IHBG, and facilitate the ability of tribes to leverage federal funding. These actions will go a long way in our efforts to address the significant housing needs in Indian Country.

#### For more information contact:

Erin Hillman
Executive Director
Karuk Tribe Housing Authority
Ph: 530-493-1414 Ext. 3117

Cell: 530-643-1862

#### RESIDENTIAL LEASE

Lease No.: 15-A-029

THIS LEASE, is made and entered into by and between **the Karuk Tribe as Lessor** (hereinafter "Tribe") and Gary L. Super and Sheila H. Super (hereinafter "Lessee"), residing on lands held in trust for the Tribe (hereinafter "Tribal Lands").

#### WITNESSETH:

- 1. **Secretarial Approval.** As used in this Lease, the term "Secretary" means the Secretary of the Interior or his or her duly authorized representative. This Lease is subject to the approval of the Secretary pursuant to the Act of August 9, 1955, 69 Stat. 539, as amended; 25 U.S.C. § 415 and Section 702 of the Native American Housing Assistance and Self-Determination Act of 1996, 25 U.S.C. § 4211.
- 2. **Premises.** Tribe, as authorized by law, to the Lessee all that tract or parcel of land situated on Tribal Lands located at **1455 Apsuun Street, Yreka, California, 96097**, and more particularly described as follows:

## Lot 2, of Tribal Tract No. 555-T5254 on the recorded subdivision map for the Karuk Tribe Yreka Housing Project.

- 3. **Use of Premises.** The object of this Lease is to enable the Lessee to continue to reside in, improve and/or maintain a dwelling and related structures on the leased premises, and otherwise to use said premises as a principal residence. Lessee must comply with all applicable codes, rules, and regulations, including Tribal Law. For the purposes of this Lease, the term "Tribal Law" shall include all applicable codes, rules, policies, and regulations of the Tribe and the Karuk Tribe Housing Authority (hereinafter "KTHA").
- 4. **Term.** Lessee shall have and hold the premises for a term beginning on the effective date of this Lease ("Commencement Date") for a term of 25 years, which term shall be automatically renewed without further action by the parties for an additional term of 25 years. This Lease may not be terminated by either or both parties during its term if, and as long as, the Lease and/or any improvements on the premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan in accordance with the provisions hereof and approved by Tribe, unless consent in writing to such termination is given by the Lender. In the event Tribe proposes to terminate this Lease, Tribe will give prompt written notification to the Lender, at the addresses provided from time to time to the Tribe by the Lender. This Lease shall not be subject to any forfeiture or reversion and shall not be otherwise terminable, if such event would adversely affect any interest in the premises, including improvements thereon, acquired in accordance with the provisions hereof by the holder of any mortgage or other lien, or of any purchaser at a foreclosure sale under such mortgage (or lien) or under any conveyance given in lieu of foreclosure, or of any holder subsequent to such purchase except in the event of default of this Lease by such party or its successors or assigns.
- 5. **Lease Payments.** The consideration for this Lease is:

Residential Lease Page 1 of 6

- (1) the said purpose;
- (2) the payment by Lessee to the Tribe of \$1.00 each year for the term of the Lease;
- (3) other good and valuable considerations, the receipt of which is hereby acknowledged by Tribe.

The Lease payment covers the rights granted under this Lease and includes the rights of access to the Premises, and the use of the infrastructure of roadway, electric power, water, and sewer lines already installed to the Premises. It is agreed that there shall be no adjustment of the Lease Payment if the Lease is terminated before its term otherwise would expire or in the event that any part of the Premises is taken by condemnation for highway or other public purposes.

- 6. **Improvements.** All buildings or other improvements now existing or hereafter constructed on the Premises by Lessee shall be the property of the Lessee during the term of the Lease, including any extension or renewal thereof. Upon termination or expiration of this Lease and presentation to and verification by Tribe and the Secretary of the Interior of a release and satisfaction of the mortgage on any improvements by the holder of mortgage, Lessee may remove improvements consisting of outbuildings and manufactured homes but not including the removal of modular homes or site constructed homes on the Premises.
- 7. **Surrender of Premises.** Upon expiration of this Lease, or upon its termination in accordance with the terms hereof, Lessee and any successors in interest shall, upon demand, surrender to Tribe complete and peaceable possession of the Premises and all improvements thereon, which shall be the property of the Tribe.

Lessee may remove a manufactured home but Lessee shall be required to remove all of Lessee's personal property and fixtures that remain the property of Lessee and restore all damage caused by such removal. If Lessee fail/fails to remove a manufactured home, personal property and/or all fixtures within thirty (30) days of expiration of this Lease, or its earlier termination in accordance with the terms hereof, this shall be an abandonment of the manufactured home, personal property and fixtures, and in the event of such abandonment Tribe, at its option, may retain the manufactured home, personal property and fixtures and all rights of Lessee with respect to any such manufactured home, personal property or fixtures shall cease.

If Tribe elects to require Lessee to remove personal property and fixtures, Tribe may effect a removal and place the property in public storage for Lessee. Lessee shall be liable to Tribe for the cost of removal, restoration, transportation to storage, and storage. If Lessee does not vacate the Premises at the time required, Tribe shall have the option to treat Lessee as a tenant from month to month, subject to all of the provisions of this Lease (except that the term will be month to month, or to eject Lessee from the Premises.

Failure of Lessee to remove fixtures or personal property which Lessee is required to remove under this Lease shall constitute a failure to vacate to which this paragraph shall apply if the property not removed substantially interferes with occupancy of the Premises or any portion

Residential Lease Page 2 of 6

thereof by another tenant, occupant or owner or with occupancy by Tribe for any purpose including preparation for a new tenant. If a month-to-month tenancy results from a holdover by Lessee, the tenancy shall be terminable at the end of any month on written notice from Tribe given not less than minimum time specified by applicable law at the time of such notice, but in any event no less than 10 days prior to the termination date which shall be specified in the notice.

- 8. **Federal Supervision.** (a) If requested by Tribe, and approved by the Secretary, nothing contained in this Lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the Premises by the issuance of a fee patent, the lifting of restrictions on alienation, or otherwise during the term of the Lease; such termination, however, shall not serve to abrogate the lease. The owners of the land and the Lessee and Lessee's surety or sureties shall be notified of any such change in the status of the land. (b) While the leased premises are in trust or restricted status, all of the Lessee's obligations under the Lease, and the obligations of Lessee's sureties, are to the United States as well as to the owner of the land. (c) The Lessee agrees not to use or cause to be used any part of said Premises for any unlawful conduct or purpose.
- 9. **Quiet Enjoyment.** Tribe agrees to defend the title to the Premises and also agrees that Lessee and any successors in interest shall peaceably and quietly hold, enjoy and occupy the Premises for the duration of the Lease without any hindrance, interruption, ejection or molestation by Tribe so long as Lessee occupies premises in a manner consistent with Tribal Law. Tribe has no duty, but reserves its right, to eject or remove third persons from the Premises who do not claim a right to hold, enjoy or occupy the Premises by any right granted by Tribe.
- 10. **Assignment.** Except as otherwise provided herein, Lessee shall not assign or otherwise transfer all or any interest in this Lease or sublet or allow any third party to occupy or use the Premises excepting for Lessee's guests in compliance with Tribal Law without the prior written consent of the Tribe and KTHA. Lessee shall not, if this Lease and/or any improvements on the Premises are mortgaged or pledged as security for a loan, assign or otherwise transfer all or any interest in this Lease or sublet or allow any third party to occupy or use the Premises, without the written approval of the lender.

Lessee may assign the Lease or deliver possession of the Premises, including any improvements, thereon, to an institutional lender or its successors in interest subject to the rules and regulations of Tribal Law, if Lessee defaults in any mortgage or other loan agreement from such lender for which Lessee's interest in this Lease and/or improvements on the premises are pledged as security, and, in such event, the lender or its successors in interest may transfer this lease or possession of the Premises to a successor Lessee, subject to the Tribe's and KTHA's right of first refusal set out in Section 11, and subject further to the requirement such successive Lessee must meet the requirements of "Tribal Law" and may only be a Karuk Tribal member or other Indian whose family income is 80% percent or less of the median income. Nothing in this Lease shall prevent the Lessee from executing and recording a mortgage, declaration of trust and/or other security instrument as may be necessary to obtain financing for the construction, acquisition and installation, and/or improvement of a dwelling and related structures owned or leased from a third-party by Lessee; provided that such shall be strictly subject to this Lease and Tribal Law, and shall not prevent the mortgagee or other lender from foreclosing or instituting other

Residential Lease Page 3 of 6

appropriate proceedings in accordance with applicable law in the event of default of any mortgage or other loan agreement by the Lessee.

Except with respect to loans to Lessee for home improvement of Lessee's residence or related improvements installed by Lessee on the Premises consistent with the Lease and where the proceeds of which are dedicated and applied solely to such matters by a bank or other recognized lending institution meeting the requirements, if any, imposed by Tribal Law and subject to Tribal Law, where no such consent or approval of Tribe shall be required, Lessee may not execute a mortgage, declaration of trust or other security instrument pledging their interest in this Lease or any improvements on the Premises without the prior consent of Tribe and the approval of the Secretary.

11. **Option.** In the event of default by the Lessee on any mortgage or other loan agreement for which Lessee's interest in this Lease or any improvements owned or leased from third parties by Lessee and installed by Lessee on the Premises are pledged as security as permitted by this Lease, and before foreclosure of the secured lien by exercise of any power of sale, judicial foreclosure or otherwise, the Tribe and/or Karuk Tribe Housing Authority and shall have the right of first refusal to acquire Lessee's interest in the premises and improvements thereon (subject to all valid liens and encumbrances that are in force and perfected against such interest in such improvements and are permitted by this Lease) upon (a) payment of all sums (without giving effect to any acceleration related to the default by Lessee) then in arrears, and (b) either payment of the balance of the loan or assumption of the mortgage. Said right of first refusal may be exercised at any time within thirty (30) days after notice in writing from the lender of the Lessee's default, which notice shall be given not later than thirty-five days before the lender involves any other remedies provided under the mortgage or by law, and shall be exercised by notice in writing from the Tribe or KTHA to the Lessee and the lender; provided, however, that the Lessee shall have fifteen (15) days from the date of the latter notice to cure the default under the mortgage or loan agreement in accordance with applicable Tribal Law s.

The estate acquired by the Tribe and/or KTHA through exercise of said right of first refusal shall not merge with any other estate or title held by the Tribe and/or KTHA as long as mortgaged or otherwise pledged as security for any such loan, and said estate shall remain subordinate to any valid and subsisting mortgage or other security instrument entered into in conformance with this Lease.

- 12. **Effective Date.** This Lease and all its terms and provisions shall be binding upon the heirs, successors, executors, administrators and assigns of the Lessee and any successor in interest to the Tribe, and shall take effect on February 27, 2015.
- 13. **Obligations to the United States.** It is understood and agreed that while the leased Premises are in trust or restricted status, all of the Lessee's obligations under this Lease, and the obligation of the sureties, are to the United States as well as to the owner of the land.
- 14. **Insurance.** Lessee or Lender shall, at Lessee's expense, obtain and keep in force during the term of this Lease a Homeowner's insurance policy insuring the Premises and improvements thereon against loss or damage by fire, storm and other hazards and against liability arising out

Residential Lease Page 4 of 6

of the Lessee's ownership, use, occupancy or maintenance of the Premises. Lessee or Lender shall deliver to Tribe, prior to the right of entry on the Premises, certificates of insurance evidencing the above coverage. If Lessee or Lender fails to purchase and/or maintain the above requested insurance, the Tribe may purchase such insurance on behalf of Lessee and recover the cost of said insurance from Lessee by adding the amount to Lessee's required Lease payments and may be grounds for Termination

15. **Indemnification.** Lessee shall indemnify, defend and hold harmless, the Tribe, KTHA, and their officers, employees and agents from and against any and all claims and demands, including costs, litigation expenses, counsel fees and liabilities incurred in connection therewith, arising out of or in connection with this Lease, and Lessee's use, occupancy or maintenance of the Premises.

#### 17. **Lessee's Further Obligations.** Lessee shall, and hereby does or will:

- (1) Waive on behalf of any person claiming by, under or through this Lease the benefit of any law, statute, ordinance, common law, rule or regulation now or ever in effect which would allow Lessee or any assignee of Lessee to make repairs or perform maintenance at Tribe's expense or to terminate this Lease because of Tribe's failure or refusal to keep the Premises or any other property in good order, condition or repair;
- (2) Recognize the right of the Tribe and/or KTHA to enforce provisions of this Lease pertaining to the Premises against Lessee or any assignee of Lessee;
- (3) Agree not to engage in or allow any conduct which would cause Tribe and/or KTHA to be in violation of this Lease:
- (4) Provide Tribe and KTHA with copies of all notices of violations, citations or orders from any governmental entity whatsoever within forty-eight (48) hours of receipt by Lessee or assignee;
- (5) Maintain the Premises and all improvements thereon, in reasonably good order, condition and repair and in accordance with tribal Law and KTHA rules;
- (6) Ensure that the Premises and all activities conducted thereon are at all times in compliance in all material respects with all applicable tribal, federal or other environmental laws, statutes, ordinances, common law, rules, regulations, permits, or orders; and
- (7) All dwelling units to be placed or constructed on the Premises must meet all the Tribe's and KTHA's currently adopted building codes and conditions, covenants and restrictions, provided that Lessee shall not be permitted to construct or place more than one dwelling unit on the Premises.

#### 18. **Binding Commitment for Useful Life**

Residential Lease Page 5 of 6

Development of the home that Lessee will occupy on the premises was assisted with funds appropriated under the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA). Pursuant to NAHASDA, the home must remain available for "affordable housing activities" under the Act during the useful life of the dwelling located on the Property (the useful life of which has been determined to be \_30\_ years commencing on \_May 31, 2001\_). Lessee has entered into a Restrictive Covenant for the home with KTHA to ensure that the home and the Premises may not be sold, transferred or otherwise conveyed unless such sale, transfer or conveyance complies with the provisions of Section 205 of NAHASDA (25 U.S.C. §4135), requiring that the home remain affordable housing during its useful life; i.e., requiring that sale, transfer or conveyance of the Property sale is to be restricted to Karuk Tribal members or other Indians whose family income is 80% percent or less of the median income. If the home or any interest in this Lease is sold, transferred or otherwise conveyed in violation of such covenant, the ownership to the house and all rights therein shall revert to the Lessor or KTHA, or the successor thereof.

IN WITNESS WHEREOF, Tribe and	Lessee have executed this Lease with an effective date of
, 2015.	
For Lessor Karuk Tribe	For Lessee
Its: Chairman	Gary L. Super
	Sheila H. Super
	by approved and declared to be made in accordance as prescribed by the Secretary of the Interior there
U.S. Department of Interior	Date

Residential Lease Page 6 of 6

Day One: Tu	Day One: Tuesday, March 17, 2015	Day Two: We	ednesday, March 18, 2015	Day Three: T	Day Three: Thursday, March 19, 2015
8:00 - 9:00	Breakfast Buffet	8:00 - 9:00	Breakfast Buffet	8:00 - 9:00	Breakfast with Cow Creek Leaders
9:00 – 9:15	Blessing Call To Order Roll Call Establish Quorum Approval of Agenda	9:00 – 9:15	Blessing Call To Order Roll Call Establish Quorum Approval of Agenda	9:00 – 9:15	Blessing Call To Order Roll Call Establish Quorum Approval of Agenda
9:15 – 10:30	Session One: KTHA Program Overviews (Descriptions & Qualifications)	9:15 – 10:30	Session Five: FY14 Annual Performance Report FY15 IHP Project Statuses	9:15 – 10:15	Session Seven: Quarterly Council / BOC Meeting a) Discretionary Pilot Project for Over-Income Home Rehab/Imp Loans
	DOC Memoris Organizational Chart KTHA Employees	10:30 – 10:45	Morning Break		<ul><li>b) Hiring Policy Revisions</li><li>1) Delinquent Debt</li><li>2) Credit Checks Met.</li></ul>
10:30 – 10:45	Morning Break	20:21 - 22:01	Tenant Surveys Staff Wish Lists		
10:45 – 12:00		12:00 – 1:00	Lunch (On Your Own)	10:15 – 10:30	Morning Break
	Florrine Super Brian Gonzalez Steve Mitchell	1:00 – 2:15	Session Six: Projected FY16 Budget	10:30 – 11:30	Council / BOC Discussion Items
12:00 – 1:00	Lunch (On Your Own)	2:15 – 2:30	FT10 Froject Franking Afternoon Break with Snack	00.21 - 00.11	First CP Evaluations Raffle Drawings
1:00 – 2:30	Session Three: Richard Black Sara Spence	2:30 – 4:00	Session Six Continued: FY16 Project Planning	12:00	Adjourn Session
2:30 – 2:45	Afternoon Break with Snack	4:00 – 4:45	Council / BOC Discussion Items		
2:45 – 4:00	Session Four: Erin Hillman NAHASDA Legislative Update DC Trip Tax Credits	5:00	Raffle Drawing Adjourn for the Day		
4:00 – 4:45	Council / BOC Discussion Items				
4:45	Rafile Drawing				
5:00	Adjourn for the Day				

- Escape Routes to Yreka, Happy Camp, Orleans, Tribal Housing, DNR, Admin and the Clinic.
- Worked with David Medford to assist Fire/Fuels Management in providing FEMA, more maps of fuels reduction project including burn pile sites.

#### **Meetings/Training Attended TF:**

- 1/20 Attended conference call with Trinidad, FEMA and Hoopa for a planning meeting to develop a plan for hosting a Functional exercise or workshop for Tribal Governments, Tribal Leaders and Emergency Managers.
- 1/21 Attend conference call with FEMA to discuss Hazard Mitigation project,,
  Gathered informational questions that FEMA has and distributed the questions
  to the individuals who could answer them (Tribal Heritage, DNR Fire and
  Housing).
- 1/21 Met with Tom W to put together information on EPA Training Grant.
- 1/22 Attended Conference call with DNR, TNC and others to plan for Fall TREX, discussing having three camps to be able to expand program to work in Happy Camp, Orleans and Salmon River concurrently.
- 1/26 met with Tom W to wrap EPA Grant, finalize quotes and gather letters of support from neighboring Tribes.
- 1/26 Meet with Laura O to work on quarterly ANA Budget and THSGP budget.
- 1/28 Attend FirstNet Town Hall meeting in Fortuna, this will be a nationwide broadband network for emergency responders, Tribe may be able to sell broadband to this program when the Broadband project is complete. I passed information on to Eric C in IT.
- 2/2 thru 2/6 Attended ANA conference, set5 up poster board that show project accomplishments and how it has allowed the Tribe to expand the program beyond the ANA Grant. Gave two presentations on Emergency Preparedness planning and the importance of the different plans that address the needs of the Tribe and the Hazard Mitigation plan that is required for Tribes to obtain Major Disaster Grant funding for FEMA Recovery grants. I also gave two presentations on the Karuk Tribes response to the 2013 Orleans Fire and the 2013 and 2014 Air Quality Emergencies.
- 2/9 Attend meeting in Trinidad with FEMA and Hoopa to discuss plans for Tribal Emergency Preparedness, Trinidad Council would like to see a Conference type gathering with Key Note Tribal, Federal and State Dignitary speakers and break out groups.
- 2/10 Present Hazard Mitigation Plan to FS and also inquire on status of Permits for radio repeater system, Klamath said they would follow up with Ken Stagg as their previous land and permit person has left the position, they are aware that Patty Grantham has approved of using Collins Baldy Look out. Six Rivers NF will talk with Six Rivers Communication to tie up loos ends, both Forests say that our permits should be issued in time for us to meet our completion date of August 30<sup>th</sup>.
- 2/10 I spoke with CHP staff and they will processes the paperwork, there is a \$10,000 processing fee, they may waive half of that I am waiting to hear back from them, their technical staff is out on travel in a different part of the state.

- 2/10 Attended Seiad Fire Safe Council meeting to present what the TREX and the WKRP has to offer in the area.
- 2/11 thru 2/13 taught fire school in Happy Camp to be completed on 2/24-2/25.
- 2/15 work with Laura O on FEMA Orleans Fire Recover Grant financial and status report.
- 2/15 Attend Management team working groups and meeting to discuss, security and other issues that the departments that are working on that affect the Tribe as a whole.
- 2/17-2/19 Attend WKRP (Western Klamath Restoration Project) workshop to make site visits and develop prescription for land treatments around the Community of Orleans to restore fire back into the ecosystem and make the Community resilient and protect them from the negative effects of wildfires.

#### **Meetings/Training Attended RL:**

- 1/28/15 Completed FEMA Emergency Management, Professional Development Series Courses IS-120.a, 230.d, 242.b, 235.b, 240.b, 241.b and 244.b.
- 1/21/15 Attended Tribal Grants Process Webinar.
- 2/4/15 Participated in the by-weekly Humboldt County Drought Task Force Conference Call. This call also included weather reports for the storm flood warnings in preparation for the oncoming storm.
- 2/11/15 Started Basic Fire Training.

Thomas N Fielden
Emergency Preparedness
Coordinator Karuk Tribe
Administrative Office 64236 Second
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Fax: (530) 493-5322
tfielden@karuk.us



Rachel L. Lent GIS Resource Inventory Specialist Emergency Preparedness Department Karuk Tribe 530-493-1600 Ext. 2029 530-643-3628 (cell)

#### **Thomas Fielden** Report

#### For Council Meeting on 02/26/2015 Reporting Period January 16, 2015 to February 19, 2015

#### ANA-SEDS Grant

**Project Title:** Protecting our Communities: Developing Karuk Tribal Capacity in Emergency Preparedness and Response

Deliverables- Increase Karuk Tribal Capacity and Functionality in Emergency Preparedness and Response:

Classes scheduled and Tribal Employees signed up and accepting registrants from other tribes for L580 and L581 in March 3-6 and April 14-17 respectively.

Program is currently on schedule.

Program	Code	Total Budget	Expensed to date	Balance	% Expended
ANA- SEDS Grant: Karuk Tribe: Protecting our Communities: Developing Karuk Tribal Capacity in Emergency Preparedness and Response Federal Share	4050-04	\$225,117	\$63,019	\$162,098	28%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
9/30/213-9/30/2014	12	4	8	33%	Unknown
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.
4/30/2015	in progress		4/30/2015	in progress	
Comments:					

Project is on schedule, emergency storage containers all purchased, L580 and L581 training scheduled for March and April.

#### THSGP/DHS

Project Title: Enhance Capacity and Operations of the Karuk Tribe During Emergencies

Deliverables:

Investment 1- Karuk Two Way Radio Emergency Communications System:

<u>Objective 1:</u> By the end of the 8th month, a Memorandum of Understanding will be negotiated with the U.S. Forest Service to use existing mountain top repeater sites for the Karuk communication system.

3 Repeater sites have been approved by the Forest Service along with two alternate sites. CHP has still not approved use of their sites; however they are active communication towers.

<u>Objective 2:</u> By the end of the 12th month, all project permitting, as well as environmental and cultural compliance will be complete.

Environmental reports turned in to FEMA.

<u>Objective 3:</u> By the end of the 18th month, a fully functioning and interoperable communication system will be installed and a Radio Communications Plan will be developed.

Spoke with Forest Service and CHP they are working on the permits. Repeaters purchased. Installation will have to wait until late spring depending on weather.

<u>Objective 4:</u> By the end of the 24th month, the communication system will be tested through a drill exercise with the KEEPR Team.

Program	Code	Total Budget	Expensed to date	Balance	% Expended
FY 2013 Tribal Homeland Security Grant Program (THSGP) Investment 1: Karuk Two Way Radio Emergency Communications Project and Investment 2: Karuk Tribe Threat and Hazard Identification Risk Assessment	5020-01	\$260,000	\$146,423	\$113,577	56%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
09/01/2013-08/31/2015	24	16	8	67%	
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.
1/30/2015	yes		1/30/2015	yes	
Comments:					
Environmental reports turned in to FEMA, waiting on p	ermits from FS a	nd CHP. Repeate	ers purchased		

#### **EMPG/Cal OES**

Project Title: Fiscal Year 2013 Tribal Emergency Management Performance Grant (EMPG)

Program Deliverables: Provide ICS 300, 400 and Fire Training by the end of the grant period.

Objectives: Purchase student workbooks and instructors manual for presentation and deliver of instruction and to work with Tribal, local state and federal responders.

Materials Purchased for all classes

ICS400 Class delivered on 7/22-7/23. ICS300 Delivered on 12/08-12/10. Fire School delivered in Happy Camp on 2/11 – 2/13 and 2/24-2/25.

Program	Code	Total Budget	Expensed to date	Balance	% Expended
Fiscal Year 2013 Tribal Emergency Management Performance Grant (EMPG) Program	6410-03	\$3,000	\$1,054	\$1,946	35%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
2/24/14-6/30/15	16	10	6	63%	n
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.
2/28/2015	in progress		2/28/2015	yes	
Comments:					
Imaterials have been purchased and t	raining accomp	olished			

## KCDC Council Report 2/26/2015

#### Karen Derry, Economic Developer/Operations Manager

**Amkuuf** – The Smoke Shop in Happy Camp received a certified letter from the State Attorney General's Office re: Huber Distributor and their forced closure by the state. The letter from Big Sandy Rancheria, our supplier of tobacco products, states they are "experiencing an interruption with the State/Federal which is causing a delay on receiving our shipment." I have contacted Big Sandy for clarification on that statement as it is impacting our business tremendously.

Computer Centers – I have attached the TANF MOA for Council approval and signature. Frank is doing a great job at the Happy Camp Community Computer Center. He has been working with Dion and the Casino Developer to find online casino job training that we can incorporate at the Center to better prepare anyone planning on applying for jobs at the Casino upon completion. Frank is also providing classes in Excel and we will be implementing additional software and budgeting classes in the near future. With permission from Frank I would like to state that he is a great example of how a successful TANF program works. He went through the training process and has been gainfully employed and is doing a great job! Bari continues to do a great job in Orleans at the Computer Center and I will focus on the Orleans Center in my next Council report.

**Americorps Grant** – After discussion at the KCDC Board level we have decided not to pursue this grant at this time as our priorities are focused on economic development.

**Head Start** – The final 425 for Head Start has been completed and submitted. The request for rollover funds has also been completed and with consultation from the Senior Program Specialist it will be submitted this week for approval from the funding agency (ACF).

**Other Business** – We were invited to submit an Economic Development Planning Grant through the EDA. I have completed the grant with assistance from Tom Waddell and it is currently going through the Compliance process.

We are exploring 8(a) business opportunities at this time also and will have additional information to report in the near future.

**Action Items:** TANF MOA

Lead Sales Clerk job description On-Call Sales Clerk job description

Sales Clerk job description EDA Grant Application

#### MEMORANDUM OF AGREEMENT BETWEEN

Karuk Tribe Temporary Assistance to Needy Families (TANF) Program AND

Karuk Community Development Corporation (KCDC)

#### I. PURPOSE:

To provide funding for Happy Camp Community Computer Center operations and Workforce Development Coordinator (WDC) position that will coordinate and/or provide client services in the areas of employment counseling, needs assessment and vocational evaluation, employment preparation and training, referral to community resources and support services including program eligibility, and job development activities for TANF recipients and other community members at the Happy Camp Community Computer Center for a period of 6-months not to exceed \$3,175 per month.

#### II. TANF shall:

- a. Coordinate with KCDC to revise WDC job description that is mutually acceptable to both parties
- b. Assist in the interview process for the WDC position
- c. Inform all TANF clients of the available opportunities at the Happy Camp Community Computer Center
- d. Provide agreed upon monthly payment within 10-days of receipt of invoice
- e. Evaluate KCDC progress for funding in 3-months

#### III.KCDC shall:

- a. Hire and supervise Workforce Development Coordinator and provide continuing oversight of Happy Camp Community Computer Center
- b. Coordinate with TANF program to insure Workforce Development Coordinator is providing services as outlined in this agreement
- c. Provide participation information to the TANF program by the 10<sup>th</sup> of each month for the previous month
- d. Invoice TANF program in a timely manner at the end of each month
- e. Notify TANF of progress made for funding Happy Camp Community Computer Center throughout the term of this agreement

#### IV. EFFECTIVE DATES AND CANCELLATION

Effective dates of this MOU will be valid January 15, 2014 and will remain in effect until July 30, 2015 at which time both parties will meet to determine necessity to renew or terminate this MOA. It is also mutually understood that either party may terminate this agreement with 30-days written notice to the other party with no further obligations to either party after the written notice is received.

#### V. PRINCIPAL CONTACTS:

Karuk Tribe TANF Program Lester Alford, TANF Executive Director PO Box 1016 Happy Camp, CA 96039

Karuk Community Development Corporation Karen Derry, Operations Manager/Economic Developer PO Box 1148 Happy Camp, CA 96039

#### VI. SIGNED BY AND EFFECTIVE ON:

Russell Attebery Karuk Tribe Chairman	Date
Marsha Jackson KCDC Board Chair	Date
Lester Alford TANF Executive Director	Date

#### POSITION DESCRIPTION

Title:

Lead Sales Clerk

Reports To:

Smoke Shop Supervisor (Assigned KCDC Board Member)KCDC

Executive Director/Operations Manager (ED/OM)

Location:

Amkuuf, Yreka

Salary:

\$11.00 to \$14.00 per hour, depending on experience

**Summary:** 

The mission of the Karuk Community Development Corporation is to develop among Tribal members of the Karuk Tribe the managerial and technical capabilities to assume leadership roles in building diversified, sustainable economies by creating new business ownership and employment opportunities within the ancestral territory of the Karuk people. The KCDC plans, develops, and oversees the operation of Karuk Tribal Businesses. The Lead Sales Clerk will facilitate retail sales at Amkuuf and shall be responsible for and in communication with KCDC administrative staff regarding merchandise ordering, daily sales, bank deposits, and day-to-day operation of the Amkuuf Shop.

Classification: Full Time, Regular, Non Exempt, Non Entry Level

#### Responsibilities:

- 1. Shall be responsible for store sales, and in communication with and assistance from KCDC staff, assist in management of advertising/promotion, customer relations, merchandising, product selection, product ordering and pricing.
- 2. Shall perform merchandising duties such as stocking shelves, installing or changing displays, etc.
- 3. Shall provide tobacco cessation information to customers in collaboration with Public Health Nurse.
- 4. Shall operate the cash register, receive payments, and prepare daily sales slips, bank deposits and merchandise orders.
- 5. Shall develop and maintain inventory system to account for all products and sales. In coordination with ED/OM and/or CFO, shall generate inventory and sales reports to determine sales trends.
- 6. Shall travel as required for deliveries, purchases and employee training.

- 7. Shall load and change stock and price information in the Point of Sale system as needed.
- 8. Shall be available for local and out of area travel as required for job related training. Shall attend all required meetings and functions as requested.
- 9. Shall be polite and maintain a priority system in accepting Other job related duties as assigned.

#### Qualifications:

- 1. Have the Ability to work effectively with Native American people in culturally diverse environments.
- 2. Have the Ability to manage time well and work under stressful conditions with an even temperament.
- 3. Have the Ability to establish and maintain harmonious working relationships with other employees and the public.
- 4. Have the Ability to understand and follow oral and written instructions.

#### Requirements:

- 1. Must be knowledgeable of general retail sales systems.
- 2. Must be able to add and subtract, to follow oral and written instructions and to utilize tools of the retail sales trade.
- 3. Must have knowledge of the Point of Sale software systems and Excel spreadsheets.
- 4. Must have the ability to work efficiently and effectively without close supervision.
- 5. Must have the ability to exercise sound judgment and to perform duties with industry reliability, integrity, and initiative.
- 6. Must have the ability to stand and walk for extended periods; stoop, kneel and crouch to pick up or move objects, office equipment, etc. furniture, or miscellaneous equipment; physical ability to lift and carry objects/boxes ranging from 50-75 pounds without assistance; physical ability to lift and move heavier objects with assistance; normal manual dexterity and hand-eye coordination; corrected vision and hearing to normal range; good verbal communication skills.

- 7. Must have a valid California driver's license and good driving record.
- 8. Must be able to work well with the public.
- 9. Must be able to successfully pass a drug screening test and criminal background check.
- 10. Must be able to be bonded.

**Tribal Preference Policy:** In accordance with the TERO Ordinance 93-0-01, Tribal Preference will be observed in hiring.

**Veteran's Preference**: It shall be the policy of the Karuk Tribe to provide preference in hiring to qualified applicants claiming Veteran's Preference who have been discharged from the United States Armed Forces with honorable and under honorable conditions.

KCDC Board Approved Date: January 27, 2011	
Council Approved:	
Employee Signature:	Date:
Chairman Signature:	Date:

#### POSITION DESCRIPTION

Title: Lead Sales Clerk

Reports To: KCDC Executive Director/Operations Manager (ED/OM)

Location: Amkuuf, Yreka

Salary: \$11.00 to \$14.00 per hour, depending on experience

**Summary:** The Lead Sales Clerk will facilitate retail sales at Amkuuf and shall be

responsible for and in communication with KCDC administrative staff regarding merchandise ordering, daily sales, bank deposits and day-to-day

operation of the Amkuuf Shop.

Classification: Full Time, Regular, Non Exempt, Non Entry Level

#### Responsibilities:

- 1. Shall be responsible for store sales, and in communication with and assistance from KCDC staff, assist in management of advertising/ promotion, customer relations, merchandising, product selection, product ordering and pricing.
- 2. Shall perform merchandising duties such as stocking shelves, installing or changing displays, etc.
- 3. Shall provide tobacco cessation information to customers in collaboration with Public Health Nurse.
- 4. Shall operate the cash register, receive payments, and prepare daily sales slips, bank deposits and merchandise orders.
- 5. Shall maintain inventory system to account for all products and sales. In coordination with ED/OM and/or CFO, shall generate inventory and sales reports to determine sales trends.
- 6. Shall load and change stock and price information in the Point of Sale system as needed.
- 7. Shall be available for local and out of area travel as required for job related training. Shall attend all required meetings and functions as requested.
- 8. Other job related duties as assigned.

#### Qualifications:

- 1. Ability to work effectively with Native American people in culturally diverse environments.
- 2. Ability to manage time well and work under stressful conditions with an even temperament.
- 3. Ability to establish and maintain harmonious working relationships with other employees and the public.
- 4. Ability to understand and follow oral and written instructions.

#### Requirements:

- 1. Must be knowledgeable of general retail sales systems.
- 2. Must be able to add and subtract, follow oral and written instructions and utilize tools of the retail sales trade.
- 3. Must have knowledge of the Point of Sale software systems and Excel spreadsheets.
- 4. Must have the ability to work efficiently and effectively without close supervision.
- 5. Must have the ability to exercise sound judgment and to perform duties with reliability, integrity, and initiative.
- 6. Must have the ability to stand and walk for extended periods; stoop, kneel and crouch to pick up or move objects, office equipment, etc.; physical ability to lift and carry objects/boxes ranging from 50-75 pounds without assistance; normal manual dexterity and hand-eye coordination; corrected vision and hearing to normal range; good verbal communication skills.
- 7. Must have a valid California driver's license and good driving record.
- 8. Must be able to work well with the public.
- 9. Must be able to successfully pass a drug screening test and criminal background check.

**Tribal Preference Policy:** In accordance with the TERO Ordinance 93-0-01, Tribal Preference will be observed in hiring.

**Veteran's Preference**: It shall be the policy of the Karuk Tribe to provide preference in hiring to qualified applicants claiming Veteran's Preference who have been discharged from the United States Armed Forces with honorable and under honorable conditions.

KCDC Board Approved Date: February 11, 2015		
Council Approved:		
Employee Signature:	Date:	
KCDC Chair Signature:	Date:	
Chairman Signature:	Date:	

#### POSITION DESCRIPTION

Title: On Call Sales Clerk

Reports To: Smoke Shop Supervisor (Assigned KCDC Board Member)KCDC Economic

Developer/Operations Manager

**Location:** Amkuuf Smoke Shop, Yreka

**Salary:**  $$9\ 10 - 12.00$  per hour

Summary: The mission of the Karuk Community Development Corporation is to develop

among Tribal members of the Karuk Tribe the managerial and technical capabilities to assume leadership roles in building diversified, sustainable economies by creating new business ownership and employment opportunities within the ancestral territory of the Karuk people. The KCDC plans, develops, and oversees the operation of Karuk Tribal businesses. The On Call Sales Clerk will facilitate retail sales at the Amkuuf Smoke Shop and shall operate the cash register, receive payments, prepare daily sales slips and shift close out.

Classification: Part-Time On Call (16/hrs minimum per week), Non Exempt, Non Entry Level

# Responsibilities:

- Shall be responsible for store sales, and with assistance from KCDC staff, assist in management of advertising/promotion, customer relations, merchandising, product selection, product ordering and pricing. perform merchandising duties such as stocking shelves, installing or changing displays, maintaining a clean and uncluttered work area, etc.
- 2. Shall provide tobacco cessation information to customers in collaboration with Public Health Nurse.
- 3. Shall operate the cash register, receive payments, and prepare daily sales slips and shift close out. bank deposits and merchandise orders.
- 4. Shall be available for local and out of the area travel as required for job related training. Shall attend all required meetings and functions as requested.
- 5. Shall be polite and maintain a priority system in accepting other position related Other job related duties as assigned.

## **Qualifications:**

- 1. Have the ability to work effectively with Native American people in culturally diverse environments.
- 2. Have the ability to manage time well and work under stressful conditions with an even temperament.

- 3. Have the ability to establish and maintain harmonious working relationships with other employees and the public.
- 4. Have the ability to understand and follow oral and written instructions.

# Requirements:

- 1. Must be knowledgeable of general retail sales systems.
- 2. Must be able to add and subtract, to follow oral and written instructions and to utilize tools of the retail sales trade.
- 3. Must have knowledge of the Point of Sale software systems.
- 4. Must have the ability to exercise sound judgment and to perform duties with industry, reliability, integrity, and initiative.
- 5. Must have the ability to stand and walk for extended periods; stoop, kneel and crouch to pick up or move objects, office equipment, furniture, or miscellaneous equipment; physical ability to lift and carry objects ranging from 50-75 pounds without assistance; physical ability to lift and move heavier objects with assistance; normal manual dexterity and hand-eye coordination; corrected vision and hearing to normal range; good verbal communication skills.
- 6. Must have a valid California driver's license and good driving record.
- 7. Must be able to work well with the public.
- 8. Must successfully pass a drug screening test and criminal background check.

**Tribal Preference Policy:** In accordance with the TERO Ordinance 93-0-01, Tribal Preference will be observed in hiring.

**Veteran's Preference:** It shall be the policy of the Karuk Tribe to provide preference in hiring to qualified applicants claiming Veteran's Preference who have been discharged from the United States Armed Forces with honorable and under honorable conditions.

KCDC Board Approved Date: March 22, 2019	9
Council Approved:	
Employee's Signature:	Date:
Chairman Signature:	Date:

## POSITION DESCRIPTION

Title: On Call Sales Clerk

Reports To: KCDC Economic Developer/Operations Manager

Location: Amkuuf Shop, Yreka

**Salary:** \$10 - 12.00 per hour

Summary: The On Call Sales Clerk will facilitate retail sales at the Amkuuf Shop and shall

operate the cash register, receive payments, prepare daily sales slips and shift

close out.

Classification: Part-Time On Call, (16/hrs. minimum per week) Non-Exempt, Non-Entry Level

# Responsibilities:

- 1. Shall be responsible for store sales and perform merchandising duties such as stocking shelves, installing or changing displays, maintaining a clean and uncluttered work area, etc.
- 2. Shall provide tobacco cessation information to customers in collaboration with Public Health Nurse.
- 3. Shall operate the cash register, receive payments, prepare daily sales slips, and shift close out.
- 4. Shall be available for local and out of the area travel as required for job related training. Shall attend all required meetings and functions as requested.
- 5. Other job related duties as assigned.

## Qualifications:

- 1. Have the ability to work effectively with Native American people in culturally diverse environments.
- 2. Have the ability to manage time well and work under stressful conditions with an even temperament.

- 3. Have the ability to establish and maintain harmonious working relationships with other employees and the public.
- 4. Have the ability to understand and follow oral and written instructions.

# Requirements:

- 1. Must be knowledgeable of general retail sales systems.
- 2. Must be able to add and subtract, follow oral and written instructions and utilize tools of the retail sales trade.
- 3. Must have knowledge of the Point of Sale software systems.
- 4. Must have the ability to exercise sound judgment and to perform duties with industry, reliability, integrity, and initiative.
- 5. Must have the ability to stand and walk for extended periods; stoop, kneel and crouch to pick up or move objects, office equipment, furniture, or miscellaneous equipment; physical ability to lift and carry objects ranging from 50-75 pounds without assistance; physical ability to lift and move heavier objects with assistance; normal manual dexterity and hand-eye coordination; corrected vision and hearing to normal range; good verbal communication skills.
- 6. Must have a valid California driver's license and good driving record.
- 7. Must be able to work well with the public.
- 8. Must successfully pass a drug screening test and criminal background check.

**Tribal Preference Policy:** In accordance with the TERO Ordinance 93-0-01, Tribal Preference will be observed in hiring.

**Veteran's Preference:** It shall be the policy of the Karuk Tribe to provide preference in hiring to qualified applicants claiming Veteran's Preference who have been discharged from the United States Armed Forces with honorable and under honorable conditions.

KCDC Board Approved Date: February 11, 201:	5
Council Approved:	
Employee's Signature:	Date:
KCDC Chair Signature:	Date:
Chairman Signature:	Date:

#### POSITION DESCRIPTION

Title:

Sales Clerk III

Reports To:

Shop Manager KCDC Economic Developer/Operations Manager

Location:

Amkuuf Smoke Shop, Yreka

Salary:

\$8.50 to \$9.50 \$10.00 - 12.00 per hour, depending on experience

Summary:

The mission of the Karuk Community Development Corporation is to develop among Tribal members of the Karuk Tribe of California the managerial and technical capabilities to assume leadership roles in building diversified, sustainable economies by creating new business ownership and employment opportunities within the ancestral territory of the Karuk people. The KCDC plans, develops, and oversees the operation of Karuk Tribal businesses. The Sales Clerk will facilitate retail sales at the Amkuuf Smoke Shop and shall operate the cash register, receive payments, and prepare daily sales slips, shift close out, and when needed, bank deposits and merchandise orders.

Classification: Part Time (32/hrs week), and On Call as needed, Regular, Non Exempt, Non Entry Level

#### Responsibilities:

- Shall be responsible for store sales, and with assistance from KCDC staff, assist Lead Clerk in management of advertising/promotion, customer relations, merchandising, product selection, product ordering and pricing as needed.
- 2. Shall perform merchandising duties such as stocking shelves, installing or changing displays, etc.
- 3. Shall provide tobacco cessation information to customers in collaboration with Public Health Nurse.
- 4. Shall operate the cash register, receive payments, and prepare daily sales slips, shift close out, and when needed, bank deposits and merchandise orders.
- 5. Shall travel as required for deliveries, purchases and employee training.
- 6. Shall be available for local and out of the area travel as required for job related training. Shall attend all required meetings and functions as requested.
- 7. Other job related duties as assigned.

#### **Qualifications:**

- 1. Have the ability to work effectively with Native American people in culturally diverse environments.
- 2. Have the ability to manage time well and work under stressful conditions with an even temperament.
- Have the ability to establish and maintain harmonious working relationships with other employees and the public.
- 4. Have the ability to understand and follow oral and written instructions.

## Requirements:

- 1. Must be knowledgeable of general retail sales systems.
- 2. Must be able to add and subtract, to follow oral and written instructions and to utilize tools of the retail sales trade.
- 3. Must have knowledge of the Point of Sale software systems.
- 4. Must have the ability to exercise sound judgment and to perform duties with industry, reliability, integrity, and initiative.
- 5. Must have the ability to stand and walk for extended periods; stoop, kneel and crouch to pick up or move objects, office equipment, furniture, or miscellaneous equipment; physical ability to lift and carry objects ranging from 50-75 pounds without assistance; physical ability to lift and move heavier objects with assistance; normal manual dexterity and hand-eye coordination; corrected vision and hearing to normal range; good verbal communication skills.
- 6. Must have a valid California driver's license and good driving record.
- 7. Must be able to work well with the public.

KCDC Board Approved Date: February 21, 2013

8. Must successfully pass a drug screening test and criminal background check.

**Tribal Preference Policy:** In accordance with the TERO Ordinance 93-0-01, Tribal Preference will be observed in hiring.

Tribal Council Approved:

Chairman Signature:

Employee's Signature:

## POSITION DESCRIPTION

Title:

Sales Clerk

Reports To:

KCDC Economic Developer/Operations Manager

Location:

Amkuuf Shop, Yreka

Salary:

\$10.00 to \$12.00 per hour, depending on experience

**Summary:** 

The Sales Clerk will facilitate retail sales at the Amkuuf Shop and shall operate the cash register, receive payments, and prepare daily sales slips, shift close out, and when needed,

bank deposits and merchandise orders.

Classification: Part-Time (32/hrs week), and On Call as needed, Regular, Non Exempt, Non Entry Level

# Responsibilities:

- 1. Shall be responsible for store sales, assist Lead Clerk in management of advertising/promotion customer relations, merchandising, product selection, product ordering and pricing as needed.
- 2. Shall perform merchandising duties such as stocking shelves, installing or changing displays, maintaining a clean and uncluttered work area, etc.
- 3. Shall provide tobacco cessation information to customers in collaboration with Public Health Nurse.
- 4. Shall operate the cash register, receive payments, prepare daily sales slips, shift close out, and as needed, bank deposits and merchandise orders.
- 5. Shall be available for local and out of the area travel as required for job related training. Shall attend all required meetings and functions as requested.
- 6. Other job related duties as assigned.

#### Qualifications:

- 1. Have the ability to work effectively with Native American people in culturally diverse environments.
- 2. Have the ability to manage time well and work under stressful conditions with an even temperament.
- 3. Have the ability to establish and maintain harmonious working relationships with other employees and the public.

4. Have the ability to understand and follow oral and written instructions.

# Requirements:

- 1. Must be knowledgeable of general retail sales systems.
- 2 Must be able to add and subtract, to follow oral and written instructions and to utilize tools of the retail sales trade.
- 3. Must have knowledge of the Point of Sale software systems.
- 4. Must have the ability to exercise sound judgment and to perform duties with industry, reliability, integrity, and initiative.
- 5. Must have the ability to stand and walk for extended periods; stoop, kneel and crouch to pick up or move objects, office equipment, furniture, or miscellaneous equipment; physical ability to lift and carry objects ranging from 50-75 pounds without assistance; physical ability to lift and move heavier objects with assistance; normal manual dexterity and hand-eye coordination; corrected vision and hearing to normal range; good verbal communication skills.
- 6. Must have a valid California driver's license and good driving record.
- 7. Must be able to work well with the public.
- 8. Must successfully pass a drug screening test and criminal background check.

**Tribal Preference Policy:** In accordance with the TERO Ordinance 93-0-01, Tribal Preference will be observed in hiring.

KCDC Board Approved: February 11, 2015	di : 151 kg a ki ki ki ki
Tribal Council Approved:	
Employee's Signature:	Date:
KCDC Chair Signature:	Date:
Chairman Signature:	Date:

# **Council Report from Laura Mayton**

Meeting Date: February 26, 2015

## **ACTION ITEMS**

Request for approval to attend NAFOA conference in Austin Texas April 20<sup>th</sup> and 21<sup>st</sup>. The agenda is attached.

## IHS CONTRACT SUPPORT COST CLAIM

John Donham who is a former IHS employee and an expert on calculating IHS contract support cost claims is working with Hobbs, Straus, Dean & Walker, LLP on the Karuk Tribe's claim. I have uploaded all requested information into a shared drop box. John requested additional information which I provided to him on 2/9/15. If I do not hear from Ed Goodman at Hobbs, Straus, Dean & Walker, LLP by the middle of next week, I will contact him to get an update.

# FISCAL YEAR 2014 AUDIT

We should be receiving a draft report of our fiscal year 2014 audit soon. Once I receive a draft copy, I will complete the Management Discussion and Analysis portion of the audit, and the report will be complete.

# FY ENDING 9/30/14 STATS & INTERESTING FACTS ( Amounts below do not include KCDC or KTHA)

- Cash balance including certificates of deposit = \$9,240,522
- Dollar amount of cash receipts processed = \$24,568,614
- Dollar amount charged to programs for indirect = \$2,872,503
- Salaries and wages paid = \$7,558,961
- Payroll tax and workers compensation insurance expense = \$210,419
- Retirement paid = \$327,419
- Health insurance paid = \$751,572
- Travel, mileage and vehicle expense = \$832,880. Travel arrangements made and expenses reconciled.
- Amount invested in casino project = \$849,957
- Number of accounts payable checks processed = 11,220 averages more than 45 per working day
- Number of payroll checks processed = 5,585 averages more than 22 per working day
- Number of grants with activity not including pass through accounts = 169
- Number of outstanding loans = 70+
- Number of W-2's processed = 247
- Number of 1099's processed = 395
- Number of credit cards reconciled on a monthly basis = 57
- Number of findings on audit = 0
- Businesses managed Klamath RV Park, Oberlin RV Park, People Center Gift Shop
- Other reports filed include program fiscal reports including draw downs, UDS and OSHPD reports, and annual indirect cost proposal.

# **CASINO PROJECT**

It is time for the Tribe to consider creating a gaming authority and to identify the individual who will be the full time paid gaming commissioner. We need to make sure that the gaming authority board members and the full time paid gaming commissioner have the necessary background and training prior to opening the Casino. I will work with Scott Quinn and Jaclyn Goodwin to provide examples of gaming authority bi-laws and desirable skill sets for board members. I will also work with them to come up with a job description for the full time gaming commissioner.

# **MEDI-CAL RETRO BILLING**

The Karuk Tribe will be receiving a windfall for past Medi-Cal claims. Please see the detail below provided to me by Eileen Tiraterra.

The three retro reconciliations for the time periods 1/1/09 to 9/30/12 for all three sites have been done and approved as of 11/15/14). They can take up to 2 years to pay us:

Happy Camp \$ 250,708.00 Yreka \$ 367,462.00 Orleans \$ 64,458.00 Total \$682,628.00

The retro reconciliations for the time period 10/1/12 to 9/30/13 for all three sites have been sent (on 11/24/14) but not audited and approved yet. I contacted them on 1/20/15 and they were hoping to get to the audits within the next couple of weeks.

Happy Camp\$ 37,140.00Yreka\$100,158.00Orleans\$ 12,524.00Total\$149,822.00

These retro reconciliations were for underpayments on our cross-over claims - they are not the normal yearly reconciliations.

#### Close

# Monday, April 20, 2015

7:00 a.m. - 5:00 p.m.

Registration Open

**Exhibit Hall Open** 

7:00 a.m. - 8:30 a.m.

**Breakfast Buffet** 

8:30 a.m. - 12:15 p.m.

**General Session** 

Opening Prayer and Culture Sharing Alabama-Coushatta Tribe of Texas

**Tribal Chair Welcome Alabama-Coushatta Tribe of Texas** 

Welcoming Remarks
Bill Lomax, President, NAFOA

Opening Remarks: Conference Co-Chairs Bank of America Merrill Lynch KeyBank

#### The Jurisdictional Trap

The power to regulate trade among Indian tribes rests with Congress, however state and local governments are increasingly impeding trade through aggressive and unwarranted tax schemes and other fee agreements. It is imperative that Indian Country maintain the integrity of its jurisdiction, self-governance, and sovereignty by uniting around a strategy to defend tribal commerce and trade. This is especially important considering external road blocks can ruin a tribe's ambition to build a diverse economy. This session will provide a legal overview of Congress's role in regulating tribal trade and a discussion of possible policy pathways that will affirm and safeguard tribal jurisdiction and sovereignty.

#### Speakers:

Chairman Mark Fox, Mandan, Hidatsa, and Arikara Nation

## **Emerging Issues in Indian Country**

A panel of distinguished speakers will join a dynamic interactive discussion on issues and trends that are sure to impact tribal economic development. Topics to be discussed include, but are not limited to, General Welfare implementation and formation of the Tribal Advisory Committee, a legal analysis of the impacts the short-term lending industry is having on future development, the impacts of the new OMB policies on your tribe's bottom line, the role of declination letters, and a discussion on how tribes can discharge debt. Come prepared with questions to ask our federal partners and leading experts on how these emerging trends will affect your tribe.

#### Message from the GASB Chairman

The Governmental Accounting Standards Board (GASB) establishes and improves standards for state, local, and tribal governmental accounting and financial reporting. Tribal

engagement in the standards process can help assure the continuity of financial planning and related practices. The GASB Chairman will provide information on the Lease Accounting Project Plan as well as the Fiduciary Responsibilities Project Plan and how tribes can effectively be included in the standards process and provide meaningful input.

# Speaker:

**Chairman David Vaudt**, Governmental Accounting Standards Board (GASB)

# Investment Wise: A Tribal Discussion on Asset Allocation, Emerging Opportunities, and Threats

As tribes continue the quest to diversify revenue streams and make the most of cash on hand, the climate for investment opportunities continues to be a moving target, and one which requires regular reassessment. Oil prices have plummeted early this year - potentially putting \$125 billion in Americans' expendable-income pockets. Is this a time to ramp up casino, resort and other tourism promotions? And what will your tribe do if increased profits are realized - share with members or reinvest? Are there local opportunities for private equity or direct investments in distressed or growth businesses? Will stock market volatility and bond prices warrant reallocations of tribal investment funds? What does an expanding U.S. economy and a Federal Reserve committed to raising rates mean for tribes invested in U.S. Treasuries? How should tribes be addressing the absence of "accredited investor" status, so that new investment opportunities become more readily accessible? Our esteemed group of tribal panelists will offer their experiences, insights and predictions.

12:15 p.m. - 1:30 p.m.

Lunch

# Luncheon Prayer and Culture Sharing Alabama-Coushatta Tribe of Texas

# **Eagle Presentation by the Grey Snow**

Eagle House of the Iowa Tribe of Oklahoma, Victor Roubidoux, Wildlife Manager, Grey Snow Eagle House

**Breakout Session Themes** 

The **The 33rd Annual Conference** offers four concurrent tracks focused in the following themes to help you decide your learning path:

#### Themes:

#### Track 1 Theme: Asset Management and Investment

Asset Management & Investment track sessions focus on the fine lines between asset-building, risk mitigation, and pursuing the best information and approaches on changing climates and opportunities for tribes. Panels will take a deeper look at the potential vulnerabilities of governmental fund investing, operations management, smart retirement and minors fund development, and the pros, cons and special conditions of investing in alternative asset classes.

Track 2 Theme: Governance and Economic Opportunities Governance and Economic Opportunities track sessions provide insight on best practices for building the legal, advocacy, and overall governance capacity for your tribe. Topics include: examining the priorities for Indian Country in the new Congress, business entity formation, strengthening negotiation skills, and debt management.

# Track 3 Theme: Financial Management and Professional Development

Financial Management and Professional Development track sessions are designed for finance department staff, emerging financial managers, and tribal administrators looking to continue their education. Participants will have an opportunity to participate in impactful discussions at the intersection of accounting policies and operational management with topics such as using financial statements as a management tool, understanding the Affordable Care Act's reporting requirements for tribal governments, implementing General Welfare Exclusion programs that will be responsive to your community, and a GASB update.

### **Track 4 Theme: Capital and Business Development**

Capital and Business Development track sessions are designed to help tribes identify and secure viable sources of capital to fund current and future ventures. These sessions also explore options for project preparedness needed for financing and business succession planning to ensure sustainability.

1:30 p.m. - 3:00 p.m.

## Track 1: Governmental Investing: Analyzing and Managing Potential Vulnerabilities

This session will take a deeper look into the possibility of reshaping your tribe's investment policy to adjust to today's market realities and portfolio management trends. Panelists will examine portfolio performance, monitoring your investment professionals, using benchmarks to establish your tribe's risk tolerance, and techniques for identifying, applying and reporting performance.

## Speakers:

**Mike Breller**, Managing Director, Institutional Consulting Group, Beacon Pointe Advisors **Lars Landrie**, Partner, Moss Adams LLP

#### Track 2: NAFOA Policy Update and Discussion

As we move into 2015, NAFOA has laid out its legislative framework to include timely topics, achievable goals, and increased education efforts to best address issues facing our member tribes, corporate, federal, and industry partners. This session is intended to be interactive and an opportunity for NAFOA to hear from Indian Country on our legislative agenda, areas of focus that affect your tribes bottom-line, and opportunities for your tribe to become involved in NAFOA's policy efforts.

# Track 3: Prepare Your Tribe for the New OMB Uniform Guidance

Is your tribe ready for the new OMB Uniform Guidance changes? Grant management education for tribal governments

and their enterprises continues to be a key initiative for NAFOA. This session will cover how your tribe can comply with the OMB Uniform Guidance and gain important knowledge on numerous provisions that affect tribal government finance. Topics include; new procurement standards, conflict of interest policies you must have in place, changes to indirect costs, and internal controls.

#### **Moderator:**

**Victoria Collin**, Policy Analyst, Office of Federal Financial Management, Office of Management and Budget

#### Speakers:

**Diane Gange**, CFO, Jamestown S'Klallam Tribe **Deborah Moberly**, Office Chief, Indirect Cost Services,
Financial Management Directorate, Interior Business Center **Tasha Repp**, Appointee Representing NAFOA, Governmental
Accounting Standards Advisory Council (GASAC) and Partner,
Moss Adams LLP

# Track 4: Tribal Business Planning: Components of Viability & Sustainability

Community involvement in decision making is key to sustainable and effective tribal project planning. Collaboration between tribal and non-tribal communities increases the successes and viability of these planning efforts. This session will feature a diverse group of stakeholders involved in project planning discussions; 1) using local and regional economic strengths and weaknesses to strategically support business retention and continuity, 2) the importance of establishing good relationships between local officials (county supervisors, state senators, local congressman) and the tribe to promote the economic development project, and 3) understanding the regulatory process and land-use plans to maintain a strong, vibrant local economy.

3:00 p.m. - 3:30 p.m.

#### **Refreshment Break**

#### 3:30 p.m. - 5:00 p.m.

# Track 1: Effective Design Elements for Competitive Retirement Solutions

Tribal governments can provide a variety of retirement plans to their employees to assist in recruitment and retention of employees. Benefits differ depending on the tribe and can include defined benefit, deferred compensation, and defined contribution plans. This session will cover key plan design elements; including benefits to be provided by the plan, funding considerations, understanding key components associated with the cost of the plan, participant education, and fees associated with the management and/or implementation of your plan. Additionally, presenters will provide information on the basic fiduciary responsibilities involved in operating a retirement plan under ERISA.

# Speakers:

**Bob Cross**, President, USI Consulting Group **Mary Prouty**, Senior Investigator, U.S. Department of Labor **Michael Whitehurst**, VP & Retirement Specialist, Merrill Lynch

Wealth Management

Track 2: Negotiating Debt, Default, and Bankruptcy

A well-written debt management policy can improve the quality of leadership decisions and demonstrate a government's commitment to sound management and planning. But what happens when things don't go as planned? Will your debt management plan survive adversity and what happens when the best laid plans go awry? This session will cover the importance of proactive debt management practices for tribal governments, including adjusting revenue allocation plans, responsibly communicating material changes, and restructuring debt for recovery. In addition, panelists will host an interactive discussion on the timely issue of discharging debt and the possibility for entering bankruptcy as a sovereign independently or through the courts.

#### Speakers:

**Clay Vanderpool**, Vice President, Native American Gaming and Finance Group, PNC Bank

# Track 3: Implement GWE Programs Responsive to Your Community

Tribes provide a range of cultural, ceremonial, and general welfare services to their communities to enhance the wellbeing of their citizens. On September 26, 2014, President Obama signed into law the Tribal General Welfare Exclusion (GWE) Act, which built on the June 4, 2014, Internal Revenue Service guidance on tribal GWE programs. These policy changes exclude cultural, ceremonial, and community general welfare programs from tribal member income and give greater flexibility to tribes when establishing a program's need. Now that the legislation has been signed into law and the guidelines are in place, a question arises: How do tribes create, implement, and protect general welfare programs? Join the discussion to learn, what constitutes an acceptable program and how to establish general welfare codes and policies that protect your tribe's interests from IRS scrutiny.

Track 4: Capital Infrastructure Financing Development:
The Key to Promoting the Well-Being of Your Community
A fundamental requirement in promoting the well-being of your
community is capital infrastructure development. Attend this
session to learn how you can obtain funding from federal
programs, bond issuance, and other debt financing to provide
your tribal members with the basic infrastructure to build your
community. Topics covered include: public participation, cost
estimation and budgeting, project oversight, and common
funding sources for projects such as fire/EMS stations, tribal
courts, correctional facilities and jails, roads, water and waste
water systems, community centers, and tribal administrative
facilities.

#### Speakers:

**Alan Gordon**, SVP & Co-Director, Gaming Group, Bank of America Merrill Lynch

5:30 p.m. - 7:00 p.m.

**Welcome President's Cocktail Reception** 

Tuesday, April 21, 2015

7:00 a.m. - 5:00 p.m.

Registration Open Exhibit Hall Open

7:00 a.m. - 9:00 a.m.

**Breakfast Buffet** 

7:00 a.m. - 8:30 a.m.

Member Tribe Breakfast

By invitation only

9:00 a.m. - 10:45 a.m.

**General Session** 

Opening Prayer and Culture Sharing Alabama-Coushatta Tribe of Texas

**Meet the NAFOA Board Candidates** 

**NAFOA Educational Programs Update** 

NAFOA's Capacity Building Programs Update - Tribal Financial Manager Certificate Program

**Traci L. Morris, Ph.D.**, Director, American Indian Policy Institute, Arizona State University

## The Secrets to Successful Leadership

What does outstanding leadership and economic success have in common? Everything. From having strong internal financial management to establishing healthy working relationships to maintaining a balanced oversight on your tribal enterprises, having an overall resilient leadership by tribal officials contributes to your tribe's economic success. In this interview style panel, discussion will focus on best practices for maintaining balanced oversight, sound financial management, dealing with adversity, and the importance of engaged leadership to help sustain and grow the nation.

10:45 a.m. - 11:00 a.m.

**Refreshment Break** 

11:00 p.m. - Noon

# Track 1: Fundamentals of Treasury Operations and Management

It is essential for every tribal government to effectively utilize their funds and manage their exposure to risks. This session will provide attendees with an understanding of the fundamentals of treasury operations and management. Starting with the cash conversion cycle, the session explores how cash flows in and out of a tribe and how liquidity levels can be managed. Topics will include: liquidity measurements, payment systems, disbursements, risk management, and cash forecasting. And, in many cases, while tribes have multiple budgets for various enterprises and governmental programs, we'll look at the importance of viewing all cashflows as a singular entity.

Speakers:

Pete Magee, CPA, Accufund

**Rhonda Sweeney**, SVP & Senior Treasury Sales Officer, Bank of America Merrill Lynch

# Track 2: Understanding Washington DC: An Insider's View

Lobbyists, Congress, and Administration officials all make up

the lively fabric of Washington DC politics. This year, the balance of power shifted in Congress and so should the advocacy landscape for Indian Country. Our panelists, who have experience in lobbying firms, Congress, and the Administration will provide an insider's view on the institutions and themes that will dominate Washington over the next few years. Leave this session with a better understanding of how to: effectively mount an advocacy campaign, maximize your centers of influence, to focus testimony, and better prepare for meetings.

# Track 3: 2015 and Beyond: What Tribal Governments Need to Know About New and Upcoming GASB Standards

This session focuses on helping tribal governments stay up-todate on the impacts of GASB's proposed standards, which are in the midst of due process alongside other major projects currently being deliberated, such as the proposed changes in the Lease Accounting Project Plan as well as the Fiduciary Responsibilities Project Plan.

## Speakers:

**Tasha Repp**, Appointee Representing NAFOA, Governmental Accounting Standards Advisory Council (GASAC) and Partner, Moss Adams LLP

# Track 4: CDFI Fund Programs: Meeting the Capital Needs of Indian Country

Since its creation, the CDFI Fund has awarded more than \$2 billion through various programs to CDFI's all over the country, providing the type of capital needed and called for by tribal governments and its entities. Attend this session to discover best practices for strategically planning projects, preparing applications, and engaging with CDEs and CDFIs. Speakers will include successful CDE applicants and tribal participants of the New Markets Tax Credit program as well as recipients of the Native American CDFI Assistance Program.

Noon - 1:30 p.m.

# NAFOA's 8th Annual Financial Leadership Awards Luncheon Luncheon Prayer

## **Presentation of Awards**

- Education Program of the Year
- Executive of the Year
- Deal of the Year
- Tribal Leader of the Year

#### **NAFOA Board Election Results**

- Announcement of 1st Vice President
- Announcement of Secretary
- Announcement of Treasurer

1:30 p.m. - 2:30 p.m.

# **Track 1: Major Considerations on Minors Trusts**

In tribal communities, efforts to promote financial literacy and enhance financial capability has increased. Many tribes have set up minors trusts and per capita distribution payment programs by contributing on behalf of the tribal member to make asset-building more prevalent. This session will focus on

strategies to better support tribal members and communities in the future. How should trusts be structured under the BIA's revenue allocation plan? Are some tribes playing it too safe? Presenters will discuss effective planning for trust distributions, tax considerations, and the new policy implemented by the Social Security Administration that clarifies the criteria that must be met in order for members to avoid disqualification under Supplemental Security Income (SSI) who participate in an IGRA trust.

#### Speakers:

**Matt Gelfand**, Managing Director and Senior Economist, Rockefeller & Co.

Track 2: Structuring Contracts: Avoiding Costly Mistakes Solid contracts are at the heart of the success, viability and profitability of an enterprise. However, contracts, including management contracts, vary significantly from one tribe to the next. How do you know if you are properly valuing your role in the contract and if the terms are too favorable to an outside contractor? Join the discussion to learn how to avoid common mistakes and key terms to include in a contract, alongside properly structuring and valuing a deal, such practices include the use of waivers of sovereign immunity, declination letters, and performance measures.

# Track 3: Affordable Care Act Reporting Requirements: Action Items for Tribal Governments

The Affordable Care Act (ACA) and its implementing regulations require large employers to report information to the Internal Revenue Service (IRS) on its employees. These reporting provisions take effect in 2015, with the first reports due to the IRS in early 2016. Many tribal governments are not aware that tribes as employers are not exempt from the large employer reporting requirements and that non-compliance can bring penalties. This session will review financial reporting requirements, including the information tribes are required to gather, the forms necessary for reporting, potential withholding requirements, and best practices used by employers to comply with ACA.

# Track 4: Prepare Your Tribal Projects for Financing Your tribe is ready to expand economic development with a new tribal enterprise, but are you ready for financing? This session will focus on what potential investors want to see in your business plan and presentation, including: defining your project, crafting a budget, and predicting return on investment and future cash flows.

2:30 p.m. - 3:00 p.m.

3:00 p.m. - 4:00 p.m.

# Refreshment Break

# Track 1: Private Equity Investments: Is it Time for an Alternative Approach?

While a rebounding stock market has paid off in a record manner over the past few years, forecasters are predicting a rocky correction as 2015 moves along. Meanwhile, the bond market continues to be a safer investment but less rewarding. With these factors in play, some tribes have begun to be a bit

more aggressive in pursuit of private equity (PE) opportunities. However, while PE investments can yield higher returns, finding the right portfolio for your tribe is crucial. Panelists will discuss internal structure and external advice in evaluating potential investments, investing in an in-house analyst, and putting some relationships aside as investments are evaluated and risk vs. reward is considered. Panelists will also look at the liquidity issues involved in many private equity deals, as well as scrutinizing the legitimacy of one-off deals. We will also look at "accredited investor" status and the SEC's stance on tribes as investors.

#### **Track 2: Implications for Development**

There are a multitude of legal implications to consider when it comes to expanding tribal economic development. This session will provide you with information on project considerations from a legal perspective. Topics discussed include: using legal counsel in structuring enterprises as instrumentalities of the tribe, business entity formation considerations, a legal analysis (arbitration, limited waiver, and tax planning), and recent court cases, which have demonstrated disjointed judgments on state and county jurisdiction over activity on Indian lands.

# Track 3: Using Financial Statements as a Management Tool

Understanding financial statements provides a primary foundation for evaluating tribal operations, program and enterprise performance. Tribal leadership and managers should be skilled in understanding financial statements to comprehend the impact business decisions will have on the community. This session will serves as an introduction to financial information, going over key terms and concepts, as well as user-friendly approaches for presenting financial reporting to tribal leadership.

#### Speakers:

**Carol Evans**, Vice-Chairwoman, Spokane Tribe of Indians **Steven Garwood**, CFO, Morongo Band of Mission Indians

# Track 4: Succession Planning: A Roadmap for Long-Term Success

While 8(a) contracts and financing programs have provided many tribes and their enterprises with opportunities to compete in the marketplace, continuing a business beyond the life of these programs requires succession planning. Attend this session to learn directly from federal and organizational partners as well as graduates of financing programs on best practices for succession planning. Topics will include: building program capacity, building industry partnerships, establishing a timeline, identifying next steps, and continued financing.

#### 4:05 p.m. - 5:05 p.m.

# Track 1: Good Intentions, Bad Outcomes, and Rebounding From a Mistake

In the course of every governmental or corporate lifetime, there are always failed or underperforming endeavors, and investment opportunities gone awry. Panelists will discuss turning missteps into learning experiences. Where did we go

wrong? Why was our feasibility study so far off the mark? Did we do our due diligence? Were we sold faulty promises? Is there a turnaround opportunity available to soften the blow? Additionally, discussion will center on the post-mortem approach to weathering a bad situation so that the successfailure balance continues to lean your tribe's way going forward.

Track 3: Labor Management Guide for Tribal Governments: Employee vs. Independent Contractor Regardless of the tribal government's size, employers are responsible for the correct classification of their workers. Misclassification of a contractor can result in significant liability for the tribe, including large penalties as well as the responsibility to pay the worker's back employment taxes. For example, in 2011, the U.S. Government collected \$9.5 million in back wages from employers and fines. This session will provide tribal governments with a guide to gain a strong understanding of the IRS's classification rules, which look at the relationship of the worker and the tribe to avoid fines and penalties.

#### Speakers:

**Scott Heubert**, Senior Manager, Tribal Accounting Services, Finley & Cook, P.L.L.C.

# Track 4: Growing Tribal Economies: Taking Stock of Federal Financing Programs

Turning to federal funding can play a vital role in the development of your tribe and its enterprises. Whether you're looking to promote business development through improved marketing strategies, expand your enterprise's capacity, or broaden your market internationally, this panel will provide you with insight on federal funding opportunities that will assist in strengthening your economy and building your community's future.

5:05 p.m.

33nd Annual Conference Adjourns

Close

# Sammi Offield - Contract Compliance Report

For Council Meeting on February 26, 2015 Reporting Period January 14, 2015 to February 19, 2015

## **Action Items:**

ANA Language Grant - Resolution 15-R-025 (currently signed off by CFO, Self-Gov currently reviewing)

Out of State travel for Sandi Tripp and I to Denver, CO on April 1-2, 2015 for FTA Tribal Transit Program Workshop

# **Achieved during report period:**

# **Contract Compliance:**

\*CSD: Program Year 2014 Close-Out documents are due on 3/31/15. I submitted the 801 and 295 reports for 2014. Program Year 2015 contracts have been processed, Council approved and sent into CSD. I have informed Lester Alford that he can start spending CSD funds for Safety Net Services.

Still have water tanks available for the Drought Relief Discretionary Grant. Junction Elementary will receive their tank next week and I have one more approved application. This grant cannot be extended, so all tanks will need to be installed by 5/31/15. I will continue to reach out to make the community know that the water tanks are available. I submitted the bi-monthly programmatic report for this grant.

The Community Action Report is due in June 2015 for CSD, so I will start conducting surveys and coordinate a public meeting in March to gather information to complete this report.

\*I H S: Still working on the MOA from Indian Health Service for a Tribal Member that lives in Hoopa to connect her to Hoopa's community water system. Questions on the verbage of the MOA still have not been worked out, so I will bring that to Council as soon as those questions/changes are made.

\*ICDBG: I have emailed Sue Burcell and Kim Corkin to set the debriefing for our 2014 ICDBG proposal. Waiting on confirmation on our debriefing date. I will also check with Barbara on the Council's schedule to schedule a meeting with Council and directors on what the 2015 ICDBG project will be. I will invite Sue to this meeting as well for she has experience on what projects will score the highest. This will need to be done in March for the 2015 ICDBG proposal is usually due in July. The 2015 NOFA is not available yet with due dates.

\*NAGPRA: The viewing of the Autry Museum trip video by Julian Lang was held on February 12, 2015 with PCAC and Karuk Council. Carolyn has been in contact with Julian for edit suggestions. The brochure by Bari Talley was also reviewed at that time. I have been meeting with Carolyn

every Monday morning to help her transition into taking over all the remaining grants for the People's Center. More information is in Carolyn's Council report.

\*Language Program: We have received some good news regarding our DEL grant proposal submitted in October 2014 for the language program. After the review process, our proposal is being recommended for funding. We submitted our proposal for \$150,000, and we are being recommended for \$100,000. Cuts to the budget will be in all areas of the budget to accommodate the funding cut if funded. If we are funded, we should receive our award letter in March, with funding to start immediately.

I am seeking Council approval for my ANA Language Grant proposal (attached). Laura Mayton has approved and signed off on the proposal, and it is currently with Jaclyn Goodwin for her review/approval. I met with Maurice Smith with ANA while I was in New Mexico for the ANA Grantee Meeting the first week of February, and he gave me his edits and suggestions and I have implemented those changes. I have sent Maurice the final draft of the proposal and I have a conference call with him today, 2/19/15, at 3:00pm to go over any other changes he suggests. Those changes will be given to Laura and Jaclyn if there are any. From the Language Needs Survey conducted, we received responses from 233 tribal members and descendants. The ANA Grantee Meeting in New Mexico was very informative. I attended a few grants and financial management workshops, a few language workshops, sustainability workshops.

Meetings that I have attended this month are TERO, Management Team, Orientation Working Group, Securities and Signage Working Group, site visit to Oak Knoll, PCAC, and Advisory Meetings.

I have been assisting the Chairman with the tudors for Education to assure that contracts are in place for tudors timesheets and code them appropriately to where funding allowed.

# Contracts that I have reviewed:

15-C-043	Analisa Tripp	\$12/hr	A. Bickford
15-C-044	Hayfork Watershed Research	\$40,000	B. Tripp
15-C-045	Ruby McCovey	\$150	L. Hillman
15-C-046	Franklin Thom	\$100	L. Hillman
15-C-047	Robyn Reed	\$100	L. Hillman
15-C-048	Alma Bickford	\$150	L. Hillman
15-C-049	Sara Stickel	\$12/hr	A. Bickford
15-C-050	Robyn Reed	\$1300	L. Hillman
15-C-051	Barbara North	\$100/hr	L. Aubrey
15-C-052	Jessica Stauffer	\$81,000	B. Tripp
15-C-053	Francisca Tripp	\$12/hr	A. Bickford
15-C-054	Luana Meigs	\$12/hr	A. Bickford
15-C-055	Elaine Randolph	\$12/hr	A. Bickford – VOIDED
15-C-056	Mike Scrimsher	\$125,000 NTE	S. Quinn
15-C-057	Enplan	\$3,300	S. Quinn

Page **2** of **3** 

15-C-058	Abigail Yeager		\$30,192	A. Attebury	
Agreements I	have reviewed:				
15-A-024	Hobbs Stras Dean & W	alker	\$25,000	L. Mayton	
15-A-025	Miners Inn		\$225	D. Wood	
15-A-026	Viasat Inc		\$2459.76	E. Cutright	
15-A-027	Corp for Education Net	twork	\$0	E. Cutright	
15-A-028	KCDC/TANF		\$20,689	K. Derry	
15-A-029	KTHA/KT/Sheila&Gary	Super	\$0	E. Hillman	
15-A-030	CMS Noridian – HC		\$0	S. Hardenburger	
15-A-031	CMS Noridian – Orlean	IS	\$0	S. Hardenburger	
15-A-032	MKWC		\$8,888	J. Beckmann	
15-A-033	CA Telehealth Network	∢–OR	\$11,700	E. Cutright	
15-A-034	CA Telehealth Network	c – YR	\$11,700	E. Cutright	
15-A-035	CA Telehealth Network	κ – HC	\$11,700	E. Cutright	
15-A-036	VOIDED				
15-A-037	KT/KTHA		\$0	E. Hillman	
RED's I have r	eviewed and posted:				
15-RFP-017	Pesticide Testing - Ben	ton	C. Smith	Closes 3/2/15	
15-RFP-018	Food Securities Cook		L. Hillman	Closes 2/25/15	
15-RFP-019	Basketweavers Cook		C. Smith	Closes 3/13/15	
13 111 013	Business Cook		G. G	0.0000 0, 10, 10	
MOU's I have	reviewed:				
TANF/KT Educ	cation Dept \$0		A. Bickford	1/21/15	
Yreka HS/KT E	Education Dept \$0		A. Bickford	2/3/15	
KT Health/Kai	ruk Homes 1 \$0		E. Hillman	2/16/15	
Proposals/Resolutions I have reviewed:					
CAL OES Equipment Assistance \$24,400 E. Johnson					
•		\$15,00		S. Tripp	
DOT Amendm		\$183,8		S. Tripp	
	•	\$171,8		T. Waddell	
EWDJT (Hazwoper) \$171,8 CRIHB-ACORNS \$5,000			E. Johnson		
		\$3,000 \$128,7		S. Corum	
•		\$1,643		E. Johnson/T. Waddell/A. Attebury	
ANA Languag		\$300,0		S. Offield	
AINA EGIIGAGE 2300,000 3. OTTICIO					

# REQUEST FOR TRIBAL COUNCIL AUTHORIZATION TO SUBMIT PROPOSAL TO FUNDING SOURCE

REQUESTOR: Sammi Of	field		DA	TE:	02/18/2015
DEPARTMENT:	Compliance				
DEADLIN -			DATES		
E: <u>2/27/15</u>	AMOUNT:	\$ 300,000.00	FROM: 08/01/2	<u>2015</u> TO:	07/31/2018
BRIEFLY DESCRIBE PU	RPOSE OF PROPOSA	L:			
RESOLUTION AUTHO AMERICANS LANGUA MAKING TEACHERS I LANGUAGE TEACHEI YREKA. #15-R-	AGE GRANT FOR \$3 PROJECT THAT CO RS IN THE KARUK (	00,000 FOR THE DNSISTS OF TH	E IKSHÚPAANA E GOAL TO CR	S NUKYÁZ EATE NIN	ATI – WE'RE E NEW KARUK
REVIEW:	COMPLIANCE	CFO	OTHER:		
NARRATIV	VE:				
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COMMENTS:					
COMPLIANCE:					
CFO:					
OTHER:					
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REQUESTOR*	Summ	i Othilo			2-18-15
CFO*	<u>daura</u>	Mayton	)	DATE	2-18-15
COMPLIANCE*		<i>U</i>		DATE	
CHAIRMAN				DATE	
OTHER				DATE	
Form Revised 3.12.07					

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# **Project Summary**

To assure survival of the Karuk language and increasing the number of Karuk language teachers, The Karuk Tribe will contract with the limited Karuk language teachers to assist the Karuk Language Coordinator create a Karuk Language Teaching/Credential curriculum in the Year One. Out of the five existing Karuk language teachers, only two live within the three Karuk communities. The other existing Karuk language teachers live on the coast of California, which is 129 miles from the Administration Karuk Tribal office located in Happy Camp. Using and implementing the curriculum will allow tribal members to speak the Karuk language fluently, which will be evaluated using ACTFL's (American Council On The Teaching Of Foreign Languages) proficiency guidelines and allow them to teach the Karuk language to other Karuk tribal members. Using the curriculum, the existing Karuk teachers will teach the Karuk language to nine (9) Tribal members, three (3) from each of the three (3) communities in Year Two through Year Three and show them how to break the Karuk language down to teach the language. At the end of Year Three, there will be nine (9) new Karuk language teachers in the Karuk communities that can teach other tribal members to assure survival.

# RESOLUTION OF THE KARUK TRIBE

Resolution No: 15-R-025

Date Approved: February 26, 2015

RESOLUTION AUTHORIZING THE SUBMISSION TO ADMINISTRATION FOR NATIVE AMERICANS LANGUAGE GRANT FOR \$300,000 FOR THE IKSHUPAANAS NUKYÁATI – WE'RE MAKING TEACHERS PROJECT THAT CONSISTS OF THE GOAL TO CREATE NINE NEW KARUK LANGUAGE TEACHERS IN THE KARUK COMMUNITIES OF ORLEANS, HAPPY CAMP AND YREKA.

WHEREAS; the Karuk Tribe is a Sovereign Aboriginal People, that have lived on their own land since long before the European influx of white men came to this continent; and

WHEREAS; the members of the Karuk Tribe have approved Article VI of the Constitution delegating to the Tribal Council the authority and responsibility to exercise by resolution or enactment of Tribal laws all the inherent sovereign powers vested in the Tribe as a Sovereign Aboriginal People, including negotiating and contracting with federal, state, Tribal and local governments, private agencies and consultants; and

WHEREAS; the members of the Karuk Tribe have approved Article VIII of the Constitution assigning duties to the Chair, Vice Chair, and Secretary/Treasurer including signing and executing all contracts and official documents pertaining to the Karuk Tribe; and

WHEREAS; the Karuk Tribe is a federally recognized Tribe and its Tribal Council is eligible to and is designated as an organization authorized to Contract pursuant to P.L. 93-638, as amended, on behalf of the Karuk Tribe; and

WHEREAS; the Karuk membership has expressed a great need in preserving their language and to a point it being used and heard on a daily basis and for the future use by their children for generations to come; and

WHEREAS; the Karuk membership has expressed a great need for Karuk language teachers in the Karuk communities of Orleans, Happy Camp and Yreka; and

THEREFORE BE IT RESOLVED; that the Karuk Tribe authorizes the submission to Administration for Native Americans Language Grant for \$300,000 for the Ikshúpaansas nukyáati - We're making teachers project that consists of the goal to create nine new Karuk language teachers in the Karuk communities of Orleans, Happy Camp, and Yreka.

# **CERTIFICATION**

I, the Chairman, hereby certify the foregoing	ig resolution 15-R-025 whic	ch was approved at a Council
meeting on February 26, 2015 was duly add	opted by a vote of A	YES, NOES,
ABSTAIN, and said resolution has not been	n rescinded or amended in a	ny way. The Tribal Council is
comprised of 9 members of which	voted.	
	-	
Russell Attebery, Chairman	Date	

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Project - Ikshúpaansas nukyáati - We're making teachers

Need for Assistance – 10 Points

**Problem Statement** 

The Karuk language is an endangered language for out of 3723 Karuk tribal members, only ten speak the language fluently, five of those tribal members being over 70 years old.

Long-Range Community Goal

To have a local Karuk community with Karuk tribal members that speak the Karuk language fluently.

Karuk Tribe

Mission Statement: The mission of the Karuk Tribe is to promote the general welfare of all Karuk People, to establish equality and justice for our Tribe, to restore and preserve Tribal traditions, customs, language and ancestral rights, and to secure to ourselves and our descendants the power to exercise the inherent rights of self-governance.

The Karuk Tribe, a federally-recognized tribe in northwestern California, has been working towards documenting and revitalizing its ancestral language, Karuk (kyh, formerly spelled Karok), since the late 1960s. Karuk people have recorded and taken notes on their elder relatives who learned Karuk as their first language, earned teaching credentials to teach the language in the schools, participated in master-apprentice

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language learning arrangements with the help of the Advocates for Indigenous California Language Survival, visited archives to study and acquire copies of Karuk field notes, and even pursued graduate study in linguistics.

Karuk Tribal people have lived in their traditional homeland in the mountains of northwestern California since time immemorial. There was little contact with white society until the discovery of gold in the mid-1800s. During the influx of miners, Northern California tribes experienced genocide that reduced the tribal population by about 67% (Bright 1978, 180-189).

The United States Senate has never ratified the treaty that was signed between Karuk leaders and US representatives in the 1850's. Consequently the tribe has only a minimal land base or reservation as compared to other tribes throughout the United States. This has created a situation where two-thirds of tribal members do not live on or near traditional Karuk homelands. After the period of genocide, many children were taken away from their families to attend boarding schools at which the English language was the enforced language of communication.

The Karuk Aboriginal Territory (Attachment A), which spans across two
California counties and touches a part of Josephine County, Oregon, is geographically
isolated. The Administrative Karuk Tribal offices (Organizational Chart – Attachment J)
are located in Happy Camp, California, is approximately eight hours north of San
Francisco and 45 minutes south of the Oregon border by car. The nearest communities of

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more than five thousand people are Yreka (1.5 hours by car) and Eureka (2.5 hours) and there are few economic opportunities, making it economically difficult to make a living in the Karuk Aboriginal Territory, the historic homelands of the Karuk people.



This factor combined with the migration of tribal members to urban areas such as southern Oregon, Sacramento, the San Francisco Bay Area and the Los Angeles basin has led to the development of alternative communication and contact approaches to stay in touch with tribal members living outside of Karuk territory. The Tribal newsletter, an annual tribal reunion and the season of traditional ceremonies are all opportunities to interact with friends, relatives and other tribal members not usually seen. The tribe's eldest fluent speaker, age 100, lives in Portland, Oregon and connected to the Karuk language community through the tribal reunion.

The Karuk Tribe has approximately ten fluent speakers of the Karuk language.

There are also at least three children who are being raised with Karuk as their first language, a substantial increase from three years ago. With a total tribal enrollment of 3,723 (Karuk Enrollment Census January 2015), the need to create a growing number of speakers that are increasing their speaking capabilities is a significant goal in the overall effort to preserve the use of the Karuk language. There are only two credentialed Karuk

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language teachers that reside within the three Karuk communities of Orleans, Happy
Camp and Yreka. The community to be served and the intended beneficiaries of this
project are the 833 Karuk tribal members (Karuk Enrollment Census January 2015) living
within all three Karuk communities. Having local language teachers, the local Karuk
tribal members have access to learn the Karuk language.

The Karuk Tribe has dozens of video recordings from its 2008-2011

Administration for Native Americans to document elder and fluent speakers using younger learners to record the Karuk spoken language. Though that project was closed, some participants from that project have continued to document speakers using the skills learned from that project.

# Outcomes Expected – 25 Points

**Project Goal** 

The goal of this project is to increase the number of local Karuk language teachers in all three Karuk communities (Yreka, Happy Camp, and Orleans) 400% by developing a language teaching curriculum and using the curriculum to teach/educate selected tribal members to become Karuk language teachers.

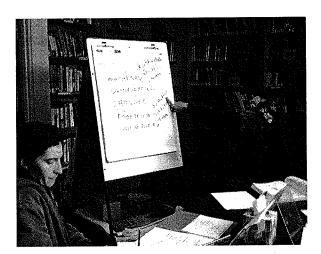
Outcome/Sustainability

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By increasing the number of local Karuk language teachers in the Karuk communities, local Karuk tribal members will be able to learn the Karuk language. Currently, there is only one Karuk language teacher in Orleans, and one Karuk language teacher in Yreka. There are no Karuk language teachers in Happy Camp. After completion of this project, there will be three new teachers in each community. Tribal members continually ask the Karuk Tribe to coordinate local language workshops where they can learn the Karuk language. Local area schools (Attachment B) have come to the

Karuk Tribe for Karuk language teachers to teach Karuk language in their schools, showing a need that cannot be met at this time. After the completion of this project, there will be three new credentialed Karuk Language teachers in each three communities that can meet those needs



and sustain the Karuk language. Having an additional nine Karuk language teachers in the Karuk communities will also allow local language workshops to be conducted for community tribal members to attend and learn the Karuk language. The additional nine Karuk language teachers will also have the ability to teach the Karuk language at home to their families, which will help sustain the Karuk language by creating more speakers. The Karuk Tribal Council (Attachment C) is dedicated to the Karuk language and it's

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preservation. Three of the fluent speakers of the Karuk language are Karuk Council Members, two of which are Karuk Elders, and currently volunteer their time to the community as language speakers.

# **Project Output Expected**

To have nine Karuk language teachers in the Karuk communities that will be able to teach tribal members to speak the Karuk language locally. This will produce more speakers to speak the Karuk language in their homes with their families and have teachers locally to teach in local schools and community workshops.

# Approach – 30 Points

# **Project Narrative**

## Year One

The first task will be to advertise and hire a Karuk Language Coordinator (KLC) (Job Description – Attachment D). The language program has an existing language room located in the Karuk Tribe People's Center where the KLC will have a primary office in Happy Camp. There will also be office space located in Orleans in the existing Language/Cultural Room, and at the Karuk Tribe Housing Authority's Computer Center/Cultural room located in Yreka (Letter of Commitment – Attachment E). The KLC will utilize the space in Orleans and Yreka once a week. The KLC will process contracts/agreements with existing Karuk language teachers (KLT) (Letters of

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Commitment - Attachment F). The KLC will then coordinate and meet with the language teachers and Karuk Elders (Letters of Commitment - Attachment I) once a week to create a Karuk Language Teaching Curriculum. The language teachers will meet individually or alternate weeks with the KLC at times when schedules conflict with meeting at the same time. The Karuk Tribe has created Grades K-8 and Grades 9-12 Karuk language speaking curriculum (previous ANA funded projects), and will reference those curriculums when creating the teaching curriculum, adding more adult references for adult speakers. The teaching curriculum will break down the language to show how to teach the Karuk language. The curriculum will be broke down in months as milestones to be able to monitor and assess progress to assure that the project is on track. The KLC will also partner/coordinate with Andrew Garrett with UC Berkeley to participate a minimum of once of a month (Letter of Commitment - Attachment G). Andrew Garett is a linguist and has studied the Karuk language throughout his career with UC Berkeley and will provide valuable input in the project's process. The KLC will document/video and keep minutes of each meeting with the KLT's, Karuk Elders and Andrew Garrett. After each meeting, the KLC will implement the correspondence from each meeting into the curriculum. During these meetings, the KLC, with support from the Karuk Elders and the KLT's will also create a fluent speaking guideline for the Karuk language using the ACTFL guidelines (See Attachment H) as a reference. The KLC will meet with the program manager (Contract Compliance Specialist) weekly with a progress report. The

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KLC will also meet with the People's Center Advisory Committee monthly with a progress report of the project. The program manager will report to the Karuk Council once a month on the progress of the project and submit programmatic reports to ANA. The program manager will also be responsible for submitting fiscal reports to ANA. All progress reports and video tapings will be kept in the code entry language program room located in Happy Camp in locked file cabinets, and all fiscal reports will be locked in the Karuk Tribe's Fiscal Department located in Happy Camp. During Year One, the KLC and program manager will travel to attend the ANA Post Award Training.

Outcome Expected: At the end of Year One, the two year Karuk Teaching Curriculum will be developed with milestones to assess progress and a Karuk language fluent speaking guideline will be developed.

### Year Two

The KLC will advertise through the Karuk Newsletter, Karuk Tribe website, and community bulletin boards for nine tribal members (three tribal members in Orleans, three tribal members in Happy Camp, and three tribal members in Yreka) to commit to learn the Karuk language and become teachers using the Karuk Tribe's Request for Qualifications process. The Compliance Specialist will then schedule a screening of all responses with the KLC, Karuk Tribe Council and TERO to select the tribal members to participate in the project using a scoring system of availability to the project, and current knowledge of the Karuk language (Using Karuk language fluent speaking guidelines

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created in Year One). The KLC will process contracts/agreements with the selected Karuk tribal members.

After the contracts are in place, the KLC will coordinate and create a schedule of class times for Year Two with the selected tribal members, Karuk Elders and the existing Karuk language teachers. The KLC will develop progress reports to keep track of the progress of class times to ensure that the project is meeting milestones set in the curriculum for the project. The KLC will monitor and follow up that all class times are met and collect progress reports from the existing KLT's on a weekly basis. The KLC will also attend a minimum of one class each month in each community. This will allow the KLC to address any concerns and schedule conflicts that may arise. Andrew Garrett with UC Berkeley will attend a minimum of one class each month. Each class time will also be monitored by video, which the KLC will collect monthly. The video tapings will then be uploaded onto the Karuk Tribe's website, www.karuk.us, in the language section. This will allow all tribal members the opportunity to view class times on their own schedule and give them the opportunity to become fluent speakers of the Karuk language at their leisure. The KLC will meet with the program manager (Contract Compliance Specialist) weekly with a progress report. The program manager will report to the Karuk Council once a month on the progress of the project and submit programmatic reports to ANA. The program manager will also be responsible for submitting fiscal reports to ANA. All progress reports and video tapings will be kept in the code entry language

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program room located in Happy Camp in locked file cabinets, and all fiscal reports will be locked in the Karuk Tribe's Fiscal Department located in Happy Camp. During Year Two, the KLC and program manager will travel to attend the ANA Annual Grantee Meeting.

Outcome Expected: At the end of Year Two, the selected tribal members will be half way through the Karuk Teaching Curriculum.

### Year Three

The KLC will coordinate and create a schedule of class times for Year Three with the selected tribal members, Karuk Eders and the existing Karuk language teachers. They will meet to summarize Year Two and make any adjustments to the schedule that is needed according to the outcomes of Year Two. The KLC will monitor and follow up that all class times are met and collect progress reports from the existing KLT's on a weekly basis to ensure that the project is meeting milestones set in the curriculum for the project. The KLC will also attend a minimum of one class each month in each community. This will allow the KLC to address any concerns and schedule conflicts that may arise. Andrew Garrett with UC Berkeley will attend a minimum of one class each month. Each class time will also be monitored by video, which the KLC will collect monthly. The video tapings will then be uploaded onto the Karuk Tribe's website, <a href="https://www.karuk.us">www.karuk.us</a>, in the Language section. This will allow all tribal members the opportunity to view class times on their own schedule and give them the opportunity to

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become fluent speakers of the Karuk language at their leisure. The KLC will meet with the program manager (Contract Compliance Specialist) weekly with a progress report. The program manager will report to the Karuk Council once a month on the progress of the project. At the end of the eleventh month of Year Three, the existing Karuk Tribal Council approved Karuk Language Credential Board (Comprised of Karuk Elders within the Karuk communities and Karuk language teachers outside the community) will conduct an assessment of the selected Tribal Members to certify that they are Karuk language teachers.

After the certification has taken place, in the twelfth month of Year Three, the KLC will coordinate and promote a Karuk Tribe Language Gala for the community. At this gala, the selected tribal members will be introduced by the Karuk Tribe Chairman and Karuk Elders to the communities as Karuk language teachers and given the acknowledgement of their hard work and dedication to the Karuk language. The KLC will meet with the program manager (Contract Compliance Specialist) weekly with a progress report. The program manager will report to the Karuk Council once a month on the progress of the project and submit programmatic reports to ANA. The Program Manager will also be responsible for submitting fiscal reports to ANA. All progress reports and video tapings will be kept in the code entry language program room located in Happy Camp in locked file cabinets, and all fiscal reports will be locked in the Karuk Tribe's Fiscal Department located in Happy Camp. During Year Three, the KLC and

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program manager will travel to attend the ANA Annual Grantee Meeting.

Outcome Expected: At the end of Year Three, there will be nine additional Karuk language teachers that live within the Karuk Tribe communities.

### Roles of Project Participants

Language Program Coordinator, TBA (Job Description – Attachment D)

This position will be responsible for coordinating all meetings with the existing Karuk language teachers to develop the Karuk Language Teaching/Credential curriculum, keeping/processing meeting minutes and progress reports of all meetings/classes, scheduling all class times with selected tribal members, making any adjustments to class times as needed, and attending a minimum of one class in each community a month. This position will also be responsible for uploading all videos of each class onto the Karuk Tribe's website, coordinating the Karuk Tribe Language Gala at the end of Year Three and will attend the ANA Post Award Training and Annual ANA Grantee Meetings. This position will also manage consulting contracts for the existing Karuk language teachers and the tribal members community participants, ordering and distributing supplies for all meetings and classes and providing the project manager (see Sammi Offield, below) with information needed for reports and other requirements. This position will be filled by someone who is also actively learning and documenting Karuk.

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Karuk Elders

Karuk Elders Alvis "Bud" Johnson (Karuk Council Member and fluent Karuk language speaker) and Charron "Sonny" Davis (Karuk Council Member and fluent Karuk language speaker) have committed (Letters of Commitment – Attachment I) to this project as they are fluent speakers of the Karuk language. Bud Johnson and Sonny Davis both will assist in creating the Karuk Teaching Curriculum in Year One by being at the meetings and giving their valuable knowledge of the Karuk language. In Year Two and Three, Bud Johnson will attend classes in Happy Camp to assist and support the project. Sonny Davis will attend classes in Yreka to assist and support the project.

Karuk Language Teachers

The Karuk Tribe will go into contract with the existing Karuk language teachers (Letters of Commitment – Attachment F) to assist in creating the Karuk Language

Teaching/Credential curriculum, and teaching selected tribal members (selected through RFQ process) the Karuk language and how to teach the Karuk language using the Karuk Language Teaching/Credential curriculum. The existing Karuk language teachers will attend the Karuk Tribe Language Gala.

Karuk Tribal Members

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The selected tribal members (selected through RFQ process) under contract will commit their time to all scheduled classes, and commit to teaching the Karuk language after the project closes. The selected tribal members will attend and be introduced to the communities at the Karuk Tribe Language Gala.

Andrew Garrett, Linguist, UC Berkeley

Andrew is a linguist that has studied the Karuk language throughout his career. Andrew and his team have visited with many Karuk Elders, speakers and Karuk language teachers and have documented the Karuk language extensively. Andrew and his team created an online Karuk language dictionary that is available on the UC Berkeley website that is used by Karuk tribal members and descendants on a regular basis. Andrew will attend a minimum of one meeting/class a month to provide his knowledge of the Karuk language and assistance throughout the project. (Letter of Commitment – Attachment G)

Sammi Offield, Project Manager/Contracts Compliance Specialist

As the project manager/Contracts Compliance Specialist, and Karuk tribal member, Ms. Offield assists the Tribal Chairman in ensuring that all contracts and grants are managed in accordance with specified terms and conditions, Tribal policies and procedures and the Code of Federal Regulations (CFR). Ms. Offield is a key participant in the Tribal programs' budgeting process. Ms. Offield will meet with the Language Program

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Coordinator weekly to monitor the progress of the project, help identify any needs for the project, and submit all reports. The project manager will also attend the ANA Post Award Training, Annual ANA Grantee Meetings, and the Karuk Tribe Language Gala.

Laura J. Mayton, CPA, Chief Tribal Financial Officer

As Chief Finance Officer since 2002, and Karuk tribal member, Ms. Mayton is responsible for ensuring the financial integrity of the Tribal government fiscal management policies and procedures. Ms. Mayton serves as the Tribe's principal liaison with external agencies, including federal contracting officers and auditors. Ms. Mayton graduated from Humboldt State University in 1985 with a Bachelor of Science in Business Administration.

**Community Involvement** 

According to a 2009 survey conducted by the Karuk Language Restoration Committee (KLRC), 96% percent of tribal members were strongly in support of the continued development of an ongoing comprehensive Karuk language program. The KLRC is a committee of the Karuk membership that live throughout California whose purpose is to "provide direction in the development of curriculum, policy and teaching strategies to ensure that the Karuk language is taught to all tribal members interested in preserving this part of their heritage."

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The Karuk Tribe conducted a Karuk language assessment needs survey in January 2015 locally, and 84% of the tribal members said that there is a need for Karuk language teachers in the Karuk communities (Orleans, Happy Camp, and Yreka) for they did not know of any teachers in their area. The survey also documented that 99% of the Karuk tribal members said that the Karuk language was threatened to become extinct. It was further documented that 84% of the Karuk tribal members only understood some Karuk language and could speak a few phrases such as Ayukîi (Hello), Yôotva (Thank You). In this survey, 56% of the tribal members wanted to commit weekly to learning and teaching the Karuk language. Some of the comments of tribal members in the comments portion of the survey were ""Our language has already changed on how it is spoken, and our full bloods are getting less, so we are close to losing the true language", "Every day that goes by that we do not have credentialory & curriculum in place, our language is in danger of being extinct", "We need to preserve our Native Language & need many teachers in all areas to teach younger generations" and "Teachers need to be at all of the schools and mandatory in Head Starts. The High Schools need to have the language as an acceptable language class" to quote a few. A Karuk Elder commented "The Karuk language is near extinction and needs to be restored". As a result of the survey, it is identified that there is a need for local Karuk language teachers that the community can learn the Karuk language from.

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According to the five-year strategic plan that has been drafted for the Karuk People's Center, classes are currently being delivered by volunteers in the three Karuk communities by Karuk language teachers on the coast, but have no



funding support for mileage to the Karuk communities. Because of lack in funding, the classes are not consistent, which make learning the Karuk language difficult.

# Objective Work Plan (OWP)

Project Title: Ikshúpaansas nukyáati - We're making teachers

Project Goal: The goal of this project is to increase the number of Karuk Language teachers/speakers by developing a language teaching curriculum and using the curriculum in language classes in all three Karuk communities.

### Project Year: One

Objective #1\_: To create and develop a language/teaching curriculum, and to create a Karuk language fluent speaking guideline.

guidenne.				
Problem Statement: The Karuk Language is an endangered language for out of 3723 Karuk Tribal members, only ten speak the language fluently, five of those Tribal Members being over 70 years old.				
Results Expected: Hire Language Coordinator and create language teaching curriculum	Criteria for Evaluating: Meeting Minutes and Progress Reports from meetings	luating: Meeting s from meetings	g Minutes a	pu
Months 1 - 3 of curriculum complete - Aug - Oct 2015	Months 1 – 3 of curriculum complete by Oct 2015	curriculum com	plete by Oc	t 2015 n 2016
Months 4 – 6 of curriculum complete – Nov 2013 – Jan 2010 Months 7 – 9 of curriculum complete – Feb – Apr 2016	Months $7-9$ of curriculum complete by Apr 2016	curriculum com	plete by Ja plete by Ap	u 2016 ir 2016
Months 10 – 12 of curriculum complete – May – July 2016	Months 10 - 12 of curriculum complete by July 2016	of curriculum co	omplete by	July 2016
Language fluent speaking guidline complete – May – July 2016	Language fluent speaking guideline comlete by July 2016	speaking guidel	line comlete	by July
Benefits Expected: A Language Teaching curriculum has been developed to implement Karuk Language teacher training.	Criteria for Evaluating: Completed curriculum.	luating: Comple	eted curricu	lum.
Activities	Position(s) Performing the	rforming the	Time	Time Period
	Activity	vity	p/mm	mm/dd/year
	Lead	Other	Begin	End
		Support		
1 Hire and train Language Program Coordinator	Project	Human	July 1 <sup>st</sup>	$Aug 31^{st}$
,	Manager	Resources/	2015	2015

-				,					
	Aug 31 <sup>st</sup> 2015	N/A	July 31 <sup>st</sup> 2016	July 31 <sup>st</sup> 2016	Jan 31 <sup>st</sup> 2016	July 31 <sup>st</sup> 2016	July 31 <sup>st</sup> 2016	July 31 <sup>st</sup> 2016	July 31 <sup>st</sup> 2016
	Aug 1 <sup>st</sup> 2015	N/A	Aug 1 <sup>st</sup> 2015	Aug 1 <sup>st</sup> 2015	Jan 31 <sup>st</sup> 2016	July 31 <sup>st</sup> 2016	August 1 <sup>st</sup> 2015	July 31 <sup>st</sup> 2016	May 1 <sup>st</sup> , 2016
TERO/ Council	Project Manager	Project Manager	Consultants (Teachers)/ Karuk Elders/ UC Berkeley	Project Manager	Project Manager	Project Manager	Language Coordinator	Project Manager	Consultants (Teachers)/ Karuk Elders
	Language Coordinator	Language Coordinator	Language Coordinator	Language Coordinator	Language Coordinator	Language Coordinator	Project Manager	Language Coordinator	Language Coordinator
	2 Contract with existing Language Teachers/consultants.	3 Attend ANA Post Award Training	4 Arrange/conduct curriculum strategy meetings weekly to develop 1-12 months of curriculum	5 Submit meeting minutes and progress reports from meetings to Project Manager	6 Submit bi-annual narrative/programmatic reports to Project Manager/ANA	7 Submit bi-annual narrative/programmatic reports to Project Manager/ANA	8 Submit financial reports to ANA	9 Submit complete curriculum to Project Manager	10 Create Karuk language fluent speaking guidelines

# Objective Work Plan (OWP)

Project Title: Ikshúpaansas nukyáati - We're making teachers

Project Goal: The goal of this project is to increase the number of local Karuk Language teachers/speakers by developing a language teaching curriculum and using the curriculum in language classes in all three Karuk communities.

### Project Year: Two

Objective #1\_: To complete the first half of the language teaching curriculum that will teach 9 local Tribal Members how

			г	<del></del>			T
		rogress ıd	2016 2017 2017 ily 2017	ınd video	Time Period mm/dd/year	End	Aug 31 <sup>st</sup> 2016
		Minutes/P meetings ar	ete by Oct. lete by Jan. lete by Apr iplete by Ju	s Reports a	Time mm/d	Begin	Aug 1 <sup>st</sup> 2016
		tating: Meeting tapings from	riculum compl riculum compl riculum compl curriculum com	nating: Progres	forming the	Other	Project Manager/
abers.		Criteria for Evaluating: Meeting Minutes/Progress Reports and video tapings from meetings and milestones set in curriculum	Months 1-3 of curriculum complete by Oct 2016 Months 4-6 of curriculum complete by Jan 2017 Months 7-9 of curriculum complete by Apr 2017 Months 10-12 of curriculum complete by July 2017	Criteria for Evaluating: Progress Reports and video tapings showing progress made.	Position(s) Performing the Activity	Lead	Language
to break the language down to teach the language to other Tribal Members.	Problem Statement: The Karuk Language is an endangered language for out of 3723 Karuk Tribal members, only ten speak the language fluently, five of those Tribal Members being over 70 years	oected: To select and contract with 9 local Tribal nd to complete the first half of the language teaching	Months 1-3 of curriculum taught – Aug – Oct 2016 Months 4-6 of curriculum taught – Nov 2016 – Jan 2017 Months 7-9 of curriculum taught – Feb – Apr 2017 Months 10-12 of curriculum complete – May – July 2017	Benefits Expected: 9 local Tribal Members will have completed	first 50% of developed teaching curriculum. Activities	•	1 Advertise and contract with 9 Karuk Tribal Members – 3 in Orleans, 3 in Happy Camp, and 3 in Yreka.

		Council		
2 Arrange teaching curriculum classes weekly for existing teachers Coc (consultants), Karuk Elders, and Tribal Members Coc	Language Coordinator	Consultants (Teachers)/ Karuk Elders/UC Berkeley/ Tribal Members	Aug 1st 2016	July 31 <sup>st</sup> 2017
3 Attend teaching curriculum classes weekly to monitor progress and upload video tapings onto Karuk Tribe website	Language Coordinator	Consultants (Teachers)/ Kark Elders UC Berkeley	Aug 1 <sup>st</sup> 2016	July 31 <sup>st</sup> 2017
4 Attend ANA Grantee Meeting La	Language Coordinator	Project Manager	N/A	N/A
5 Submit meeting minutes and progress reports from meetings to  Coc  Coc	Language	Project	Aug 1 <sup>st</sup>	July 31 <sup>st</sup>
	Coordinator	Manager	2016	2017
6 Submit bi-annual narrative/programmatic reports to Project La	Language	Project	Jan 31 <sup>st</sup>	Jan 31 <sup>st</sup>
Manager/ANA Coc	Coordinator	Manager	2017	2017
7 Submit bi-annual narrative/programmatic reports to Project La Manager/ANA Coc	Language	Project	July 31 <sup>st</sup>	July 31 <sup>st</sup>
	Coordinator	Manager	2017	2017
8 Submit financial reports to ANA PA MA MA	Project	Language	August	July 31 <sup>st</sup>
	Manager	Coordinator	1 <sup>st</sup> 2016	2017

The Paperwork Reduction Act of 1995: Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, gathering and maintaining the data needed, and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB number.

# Objective Work Plan (OWP)

Project Title: Ikshúpaansas nukyáati - We're making teachers

Project Goal: The goal of this project is to increase the number of local Karuk Language teachers/speakers by developing a language teaching curriculum and using the curriculum in language classes in all three Karuk communities.

## Project Year: Three

Objective # 1_: To compete the last half of the language teaching curriculum that will teach 9 local Tribal Members how to break the Karuk Language down to teach the language to other Tribal Members.	riculum that will t oal Members.	each 9 local Tri	bal Membe	rs how to
Problem Statement: The Karuk Language is an endangered language for out of 3723 Karuk Tribal members, only ten speak the language fluently, five of those Tribal Members being over 70 years old.				
Results Expected: Remain in contract with 9 Karuk Tribal Members and complete the last half of the language teaching curriculum	Criteria for Evaluating: Meeting Minutes/Progress Reports and video tapings from meetings and milestones set in curriculum	uating: Meeting to tapings from curriculum	Minutes/P meetings ar	rogress ıd
Months 13-15 of curriculum complete – Aug – Oct 2017 Months 16-18 of curriculum complete – Nov 2017 – Jan 2018 Months 19-21 of curriculum complete – Feb – Apr 2018	Months 13-15 of curriculum complete by Oct 2017 Months 16-18 of curriculum complete by Jan 2018 Months 19-21 of curriculum complete by Apr 2018	curriculum com curriculum com curriculum com	nplete by Onplete by January	ct 2017 in 2018 pr 2018
Months 22-24 of curriculum complete – May – June 2018 Credential 9 Tribal Members as language teachers – July 2018 Introduce new teachers to community at Gala – July 2018	Months 22-24 of curriculum complete by June 2018 9 Tribal Members are credentialed as teachers in July 2018	curriculum com ·s are credential	nplete by Ju led as teach	ine 2018 ers in July
	9 new teachers are introduced to community at Gala in July 2018	re introduced to	communit	y at Gala
Benefits Expected: 9 localTribal Members will have completed last 50% of developed teaching curriculum.	Criteria for Evaluating: Progress Reports and video tapings showing progress made.	uating: Progress progress made.	s Reports a	nd video
Activities	Position(s) Performing the Activity	forming the	Time mm/d	Time Period mm/dd/year
	Lead	Other	Begin	End

		Support		i
4 Arrange teaching curriculum classes weekly for existing teachers (consultants) and Tribal Members	Language	Consultants (Teachers)/ Kauk Elders/ UC Berkeley/ Tribal Members	Aug 1 <sup>st</sup> 2017	July 31st 2018
4 Attend teaching curriculum classes weekly to monitor progress and upload video tapings onto Karuk Tribe website	Language Coordinator	Consultants (Teachers)/ Karuk Elders/UC Berkeley	Aug 1 <sup>st</sup> 2017	July 31st 2018
4 Attend ANA Grantee Meeting	Language Coordinator	Project Manager	N/A	N/A
5 Submit meeting minutes and progress reports from meetings to Project Manager	Language Coordinator	Project Manager	Aug 1 <sup>st</sup> 2017	July 31 <sup>st</sup> 2018
6 Submit bi-annual narrative/programmatic reports to Project Manager/ANA	Language Coordinator	Project Manager	Jan 31 <sup>st</sup> 2018	Jan 31 <sup>st</sup> 2018
7 Submit bi-annual narrative/programmatic reports to Project Manager/ANA	Language Coordinator	Project Manager	July 31st 2018	July 31st 2018
8 Submit financial reports to ANA	Project Manager	Language Coordinator	August 1 <sup>st</sup> 2017	July 31 <sup>st</sup> 2018
9 Credential the 9 selected Tribal Members as Karuk Language teachers	Karuk Language Credential Board	Language Coordinator/ Project Manager/ Council	July 1 <sup>st</sup> 2018	July 15 <sup>th</sup> 2018

July 31 <sup>st</sup>	18					
July 1 <sup>st</sup> Jul						
	Manager/ 20	Council/	Karuk Elders/	Consultants/	Tribal	Members
Language	Coordinator					
10 Condinate/attend Karik Langiage (Tala	10 Coolumnic ancha ran an bangango cara					

The Paperwork Reduction Act of 1995: Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, gathering and maintaining the data needed, and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB number.

### Line Item Budget- Year 1

PERSONNEE	- 인터스 보고 등자를 통해 중합하다 하는 사람들은 이러 보다. - 즐겁니다 사물이 통해 보고 있다고 있는 일본 등로 등로 보다 하다.	AVA					
Language Program Coordinator   \$ 30,240.00   \$ 30,240.00   \$ 30,240.00   \$ 12,683.00   \$ 12,500.00	Line hen		Language Grant		Match		POPAY
Language Program Coordinator   \$ 30,240.00   \$ 12,683.00	PERSONNEL						
Fringe Benefits \$ 12,683.00 \$ 12,683.00 Program Manager (Paid through Indirect) \$	Commence of a specific property of the commence of the commenc					\$	
Program Manager (Paid through Indirect)   \$   42,923.00   \$   -   \$   42,923.00   \$   -   \$   42,923.00   \$   -   \$   42,923.00   \$   1,500.00   \$   3,000.00   \$   3,000.00   \$   1,500.00   \$   -   \$   4,500.00   \$   -   \$   4,500.00   \$   5   4,500.00   \$	Language Program Coordinator	\$	30,240.00			\$	30,240.00
Subtotals	Fringe Benefits	\$	12,683.00			\$	12,683.00
ANA Post Award Training (2) \$ 3,000.00 \$ 3,000.00 Correct Cost Totals \$ 4,500.00 \$ 1,5	Program Manager (Paid through)	Indir	ect)			\$	<del>-</del>
ANA Post Award Training (2) \$ 3,000.00 \$ 3,000.00 Travel - Mileage \$ 1,500.00 \$ 1,500.00  Subtotals \$ 4,500.00 \$ - \$ 4,500.00  SUPPLIES  Office Supplies \$ 2,000.00 \$ 2,000.00  Video Equipment \$ 6,000.00 \$ 6,000.00  Subtotals \$ 8,000.00 \$ - \$ 8,000.00  OTHER  Language Teaches (3) - Contract \$ 8,600.00 \$ - \$ 8,000.00  OTHER  Language Teaches (3) - Contract \$ 15,000.00 \$ 15,000.00  We have the first set of the fir	Subtotals	\$	42,923.00	\$		\$	42,923.00
Travel - Mileage \$ 1,500.00 \$ 1,500.00 \$ - \$ 4,500.00 \$    Subtotals \$ 4,500.00 \$ - \$ 4,500.00 \$    SUPPLIES	TRAVEL						
Subtotals \$ 4,500.00 \$ - \$ 4,500.00 SUPPLIES  Office Supplies \$ 2,000.00 \$ 2,000.00 Video Equipment \$ 6,000.00 \$ 6,000.00 \$ - \$ 8,000.00 OTHER  Language Teaches (3) -Contract \$ 8,600.00 \$ - \$ 8,000.00 Council Member Elders \$ 3,600.00 \$ 15,000.00 VIC Berkeley \$ 15,000.00 \$ 15,000.00 Rent (Building/Meeting Space) \$ 1,800.00 \$ 1,800.00 Repair & Maintenance \$ 1,000.00 \$ 1,000.00 Telecoms (Internet & T-1 Line) \$ 250.00 \$ 250.00 Utilities \$ 5,000.00 \$ 35,250.00 COSTS  Direct Cost Totals \$ 64,023.00 \$ 26,650.00 \$ 35,250.00 Indirect Totals @ 50% \$ 15,120.00 \$	ANA Post Award Training (2)	\$	3,000.00			\$	3,000.00
Subtotals         \$ 4,500.00         - \$         4,500.00           SUPPLIES           Office Supplies         \$ 2,000.00         \$ 2,000.00           Video Equipment         \$ 6,000.00         \$ 6,000.00           Video Equipment         \$ 6,000.00         \$ 6,000.00           Subtotals         \$ 8,000.00         \$ - \$         \$ 8,000.00           OTHER         Language Teaches (3) - Contract         \$ 8,600.00         \$ - \$         \$ 8,600.00           Council Member Elders         \$ 3,600.00         \$ 3,600.00         \$ 15,000.00         \$ 15,000.00           UC Berkeley         \$ 15,000.00         \$ 1,800.00         \$ 1,800.00         \$ 1,800.00           Rent (Building/Meeting Space)         \$ 1,800.00         \$ 1,000.00         \$ 1,000.00         \$ 250.00           Repair & Maintenance         \$ 250.00         \$ 250.00         \$ 250.00         \$ 5,000.00           Telecoms (Internet & T-1 Line)         \$ 250.00         \$ 5,000.00         \$ 5,000.00         \$ 5,000.00           COSTS         \$ 3,600.00         \$ 26,650.00         \$ 35,250.00         \$ 35,250.00           COSTS         \$ 15,120.00         \$ 15,120.00         \$ 15,120.00         \$ 15,120.00	Travel - Mileage	\$	1,500.00			\$	1,500.00
SUPPLIES						\$	<b>-</b>
Office Supplies       \$ 2,000.00       \$ 6,000.00         Video Equipment       \$ 6,000.00       \$ 6,000.00         Subtotals       \$ 8,000.00       \$ 8,000.00         OTHER         Language Teaches (3) -Contract       \$ 8,600.00       \$ - \$ 8,600.00         Council Member Elders       \$ 3,600.00       \$ 3,600.00         UC Berkeley       \$ 15,000.00       \$ 15,000.00         Rent (Building/Meeting Space)       \$ 1,800.00       \$ 1,800.00         Repair & Maintenance       \$ 1,000.00       \$ 1,000.00         Telecoms (Internet & T-1 Line)       \$ 250.00       \$ 250.00         Utilities       \$ 5,000.00       \$ 5,000.00         COSTS       \$ 5,000.00       \$ 35,250.00         COSTS       \$ 64,023.00       \$ 26,650.00       \$ 90,673.00         Indirect Totals @ 50%       \$ 15,120.00       \$ 15,120.00         TOTALS	Subtotals	\$	4,500.00	\$	, <b>-</b>	\$	4,500.00
Video Equipment       \$ 6,000.00       \$ 6,000.00         Subtotals       \$ 8,000.00       \$ -       \$ 8,000.00         OTHER         Language Teaches (3) -Contract       \$ 8,600.00       \$ -       \$ 8,600.00         Council Member Elders       \$ 3,600.00       \$ 3,600.00         UC Berkeley       \$ 15,000.00       \$ 15,000.00         Rent (Building/Meeting Space)       \$ 1,800.00       \$ 1,800.00         Repair & Maintenance       \$ 1,000.00       \$ 1,000.00         Telecoms (Internet & T-1 Line)       \$ 250.00       \$ 250.00         Utilities       \$ 5,000.00       \$ 5,000.00         Subtotals       \$ 8,600.00       \$ 26,650.00       \$ 35,250.00         COSTS       Direct Cost Totals       \$ 64,023.00       \$ 26,650.00       \$ 90,673.00         Indirect Totals @ 50%       \$ 15,120.00       \$ 15,120.00	SUPPLIES		100				
Subtotals	Office Supplies	\$	2,000.00			\$	2,000.00
Subtotals       \$ 8,000.00       \$ -       \$ 8,000.00         OTHER       Language Teaches (3) -Contract       \$ 8,600.00       \$ -       \$ 8,600.00         Council Member Elders       \$ 3,600.00       \$ 3,600.00         UC Berkeley       \$ 15,000.00       \$ 15,000.00         Rent (Building/Meeting Space)       \$ 1,800.00       \$ 1,800.00         Repair & Maintenance       \$ 1,000.00       \$ 1,000.00         Telecoms (Internet & T-1 Line)       \$ 250.00       \$ 250.00         Utilities       \$ 8,600.00       \$ 26,650.00       \$ 35,250.00         COSTS         Direct Cost Totals       \$ 64,023.00       \$ 26,650.00       \$ 90,673.00         Indirect Totals @ 50%       \$ 15,120.00       \$ -         TOTALS	Video Equipment	\$	6,000.00			\$	6,000.00
OTHER         Language Teaches (3) -Contract       \$ 8,600.00       \$ - \$ 8,600.00         Council Member Elders       \$ 3,600.00       \$ 3,600.00         UC Berkeley       \$ 15,000.00       \$ 15,000.00         Rent (Building/Meeting Space)       \$ 1,800.00       \$ 1,800.00         Repair & Maintenance       \$ 1,000.00       \$ 1,000.00         Telecoms (Internet & T-1 Line)       \$ 250.00       \$ 250.00         Utilities       \$ 5,000.00       \$ 5,000.00         COSTS       \$ 8,600.00       \$ 26,650.00       \$ 35,250.00         COSTS       Direct Cost Totals       \$ 64,023.00       \$ 26,650.00       \$ 90,673.00         Indirect Totals @ 50%       \$ 15,120.00       \$ 15,120.00         TOTALS	The state of the same of the state of the st						_
Language Teaches (3) -Contract       \$ 8,600.00       \$ - \$       \$ 8,600.00         Council Member Elders       \$ 3,600.00       \$ 3,600.00         UC Berkeley       \$ 15,000.00       \$ 15,000.00         Rent (Building/Meeting Space)       \$ 1,800.00       \$ 1,800.00         Repair & Maintenance       \$ 1,000.00       \$ 1,000.00         Telecoms (Internet & T-1 Line)       \$ 250.00       \$ 250.00         Utilities       \$ 5,000.00       \$ 5,000.00         Subtotals       \$ 8,600.00       \$ 26,650.00       \$ 35,250.00         COSTS         Direct Cost Totals       \$ 64,023.00       \$ 26,650.00       \$ 90,673.00         Indirect Totals @ 50%       \$ 15,120.00       \$ 15,120.00         \$ -       \$ -       \$ -         \$ 5,000.00       \$ 5,000.00       \$ 15,120.00	ESCOLETA ENTRE MENTE ARROGANISTA EN ESCOLETA EN ESCOLE	\$	8,000.00	\$	-	\$	8,000.00
Council Member Elders \$ 3,600.00 \$ 3,600.00 UC Berkeley \$ 15,000.00 \$ 15,000.00 Rent (Building/Meeting Space) \$ 1,800.00 \$ 1,800.00 Repair & Maintenance \$ 1,000.00 \$ 1,000.00 Telecoms (Internet & T-1 Line) \$ 250.00 \$ 250.00 Utilities \$ 5,000.00 \$ 5,000.00  S Subtotals \$ 8,600.00 \$ 26,650.00 \$ 35,250.00 COSTS Direct Cost Totals \$ 64,023.00 \$ 26,650.00 \$ 90,673.00 Indirect Totals @ 50% \$ 15,120.00  **TOTALS**							
UC Berkeley \$ 15,000.00 \$ 15,000.00 Rent (Building/Meeting Space) \$ 1,800.00 \$ 1,800.00 Repair & Maintenance \$ 1,000.00 \$ 1,000.00 Telecoms (Internet & T-1 Line) \$ 250.00 \$ 250.00 Utilities \$ 5,000.00 \$ 5,000.00  S Subtotals \$ 8,600.00 \$ 26,650.00 \$ 35,250.00 COSTS  Direct Cost Totals \$ 64,023.00 \$ 26,650.00 \$ 90,673.00 Indirect Totals @ 50% \$ 15,120.00  TOTALS		\$	8,600.00		<b>-</b>		•
Rent (Building/Meeting Space)       \$ 1,800.00       \$ 1,800.00         Repair & Maintenance       \$ 1,000.00       \$ 1,000.00         Telecoms (Internet & T-1 Line)       \$ 250.00       \$ 250.00         Utilities       \$ 5,000.00       \$ 5,000.00         \$ Subtotals       \$ 8,600.00       \$ 26,650.00       \$ 35,250.00         COSTS         Direct Cost Totals       \$ 64,023.00       \$ 26,650.00       \$ 90,673.00         Indirect Totals @ 50%       \$ 15,120.00       \$ -         TOTALS					•		
Repair & Maintenance       \$ 1,000.00       \$ 1,000.00         Telecoms (Internet & T-1 Line)       \$ 250.00       \$ 250.00         Utilities       \$ 5,000.00       \$ 5,000.00         Subtotals       \$ 8,600.00       \$ 26,650.00       \$ 35,250.00         COSTS         Direct Cost Totals       \$ 64,023.00       \$ 26,650.00       \$ 90,673.00         Indirect Totals @ 50%       \$ 15,120.00       \$ 15,120.00         \$ -       \$ -         TOTALS       \$ 1,000.00       \$ 250.00	•			-			·
Telecoms (Internet & T-1 Line) \$ 250.00 \$ 250.00  Utilities \$ 5,000.00 \$ 5,000.00  S  Subtotals \$ 8,600.00 \$ 26,650.00 \$ 35,250.00  COSTS  Direct Cost Totals \$ 64,023.00 \$ 26,650.00 \$ 90,673.00  Indirect Totals @ 50% \$ 15,120.00 \$ 15,120.00  TOTALS					•		
Utilities       \$ 5,000.00       \$ 5,000.00         Subtotals       \$ 8,600.00       \$ 26,650.00       \$ 35,250.00         COSTS         Direct Cost Totals       \$ 64,023.00       \$ 26,650.00       \$ 90,673.00         Indirect Totals @ 50%       \$ 15,120.00       \$ 15,120.00       \$ -         TOTALS	-				-		·
Subtotals \$ 8,600.00 \$ 26,650.00 \$ 35,250.00  COSTS  Direct Cost Totals \$ 64,023.00 \$ 26,650.00 \$ 90,673.00  Indirect Totals @ 50% \$ 15,120.00 \$ 15,120.00  TOTALS	•						
Subtotals       \$ 8,600.00       \$ 26,650.00       \$ 35,250.00         COSTS         Direct Cost Totals       \$ 64,023.00       \$ 26,650.00       \$ 90,673.00         Indirect Totals @ 50%       \$ 15,120.00       \$ 15,120.00         \$ -       \$ -         \$ TOTALS	Utilities			\$	5,000.00		5,000.00
COSTS  Direct Cost Totals \$ 64,023.00 \$ 26,650.00 \$ 90,673.00  Indirect Totals @ 50% \$ 15,120.00 \$ 15,120.00  \$ -  **TOTALS*		1, 24 <u>1, 5</u> 1	. Pura en ura citablica da sala		. Carlove Governor		
Direct Cost Totals \$ 64,023.00 \$ 26,650.00 \$ 90,673.00 Indirect Totals @ 50% \$ 15,120.00 \$ 15,120.00 \$ - \$ - \$ -	POSTERIO SE	\$	8,600.00	\$	26,650.00	\$	35,250.00
Indirect Totals @ 50% \$ 15,120.00 \$ 15,120.00 \$ - \$ - \$ TOTALS							00/=000
S - S - TOTALS	그 전 하는 사람들이 하는 아픈 사람들이 가득하지 않아야 하는 사람들이 가득하는 것이다.		하다 하나 하나 살아 나가 있는데 얼마나 없었다.	\$	26,650.00	\$	생활하게 되었다. 이 회사는 이 아이들은 이 사람들은 살아보면 사람이다.
TOTALS -	Indirect Totals @ 50%	\$	15,120.00				15,120.00
TOTALS							-
						\$	-
Direct & Indirect Costs \$ 79,143.00 \$ 26,650.00 \$ 105,793.00	D. A. H.	<b>^</b>		SERVEDINE.	<b>a</b>	<b>.</b>	107 700 00
	Direct & Indirect Costs	\$	/9,143.00	\$	26,650.00	\$	105,793.00

<sup>\*\*\*</sup> Match needs to total \$75,000 \*\*\*

### Line Item Budget- Year 2

	ANA	<u>ر</u> ي				
Line Item		Language Grant		Match		TOTAL
PERSONNEL				•		
T D C 1'					\$	-
Language Program Coordinator	\$	32,400.00			\$	32,400.00
Fringe Benefits	\$	12,985.00			\$	12,985.00
Program Manager (Paid through	service successive	医海绵性 医海绵 化二氯甲酚 计正式电影机		u Paragera a Sala	\$	- 
Subtotals	\$	45,385.00	\$	₹	\$	45,385.00
TRAVEL	•	4 700 00			Φ	4 500 00
ANA Grantee Meeting (2)	\$	4,500.00			\$	4,500.00
Travel (Mileage)	\$	1,575.00			\$	1,575.00
Report Designation (In Contract Contrac	85.54 A		- 24 6		\$	- 
Subtotals	\$	6,075.00	\$	-	\$	6,075.00
SUPPLIES						2 000 00
Office Supplies	\$	2,000.00			\$	2,000.00
					\$	-
nter en la participa de la regiona de la companion de la companion de la companion de la companion de la compa		rti kana dibanara K		en e	\$	-
Subtotals	\$	2,000.00	\$	-	\$	2,000.00
OTHER					Φ.	10 200 00
Language Teachers (3) Contract	\$	10,200.00			\$	10,200.00
Tribal Members (9) Contract	\$	28,800.00	_	- 400.00	\$	28,800.00
Council Member Elders			\$	3,600.00	\$	3,600.00
UC Berkeley			\$	15,000.00	\$	15,000.00
Rent (Building/Meeting Space)			\$	1,800.00	\$	1,800.00
Repair & Maintenance			\$	1,000.00	\$	1,000.00
Telecoms (Internet & T-1 Line)			\$	250.00	\$	250.00
Utilities			\$	5,000.00	\$	5,000.00
		g i kan ngagala na magyan		erine internationale	\$	_ De montre participat Mache de Santa Mare de 1972 de
Subtotals	\$	39,000.00	\$	26,650.00	\$	65,650.00
COSTS						
Direct Cost Totals	\$	92,460.00	\$	26,650.00	\$	119,110.00
Indirect Totals @ 50%	\$	16,200.00			\$	16,200.00
					\$	-
	datablionum.				\$	-
		TOTA	LS			
Direct & Indirect Costs	\$	108,660.00	\$	26,650.00	\$	135,310.00

<sup>\*\*\*</sup> Match needs to total \$75,000 \*\*\*

						<i>T</i> ea	

	1/4					
Line Kem		Language Grant		Match		TOTAL
PERSONNEL		1001		· <i>c</i> y		<b>V</b>
TERSOINEE	100				\$	_
Language Program Coordinator	\$	34,560.00			\$	34,560.00
Fringe Benefits	\$	13,282.00			\$	13,282.00
Program Manager (Paid through)		•			\$	-
Subtotals	\$	A Artis Charles and Charles have	\$		\$	47,842.00
TRAVEL		,	•			
ANA Grantee Meeting (2)	\$	4,500.00	# 100 MOTO		\$	4,500.00
Travel (Mileage)	\$	1,575.00			\$	1,575.00
					\$	-
Subtotals	\$	6,075.00	\$		\$	6,075.00
SUPPLIES						
Office Supplies	\$	2,000.00	~~~~~	man menter et til ett til det til til ste	\$	2,000.00
Language Gala Supplies	\$	3,000.00			\$	3,000.00
					\$	-
Subtotals	\$	5,000.00	\$		\$	5,000.00
OTHER						
Language Teachers (3) Contract	\$	9,900.00			\$	9,900.00
Tribal Members (9) Contract	\$	26,100.00			\$	26,100.00
Council Member Elders			\$	3,600.00	\$	3,600.00
UC Berkeley			\$	15,000.00	\$	15,000.00
Rent (Building/Meeting Space)			\$	1,800.00	\$	1,800.00
Repair & Maintenance			\$	1,000.00	\$	1,000.00
Telecoms (Internet & T-1 Line)			\$	250.00	\$	250.00
Utilities			\$	5,000.00	\$	5,000.00
· (교육 및 전경이 기교되는 - ) (4 ) 22 전투 22 전투 및 22 전략 및 12 전략	anin	9:410 KT09:03:22:11 (24 ) (24	45.6	uki trebus Austriak biku	\$	— Participare de la compacta de la co
Subtotals	\$	36,000.00	\$	26,650.00	\$	62,650.00
COSTS	<u> </u>		•			101 5 (5 00
Direct Cost Totals	\$	94,917.00	\$	26,650.00	\$	121,567.00
Indirect Totals @ 50%	\$	17,280.00			\$	17,280.00
					\$	-
		TOTAL	т.с.		\$	-
Disco C. L. Ling C.	<b>.</b>	TOTA		06 650 00	Φ.	100.047.00
Direct & Indirect Costs	\$	112,197.00	\$	26,650.00	\$	138,847.00

<sup>\*\*\*</sup> Match needs to total \$75,000 \*\*\*

Ikshúpaansas nukyáati - We're making teachers

PO Box 1016 Happy Camp, CA 96039

www.karuk.us 530-493-1600

### **Budget Justification**

Year One			Grant	Match
Language Program C	Coordinator	Salary (Yearly)	\$30,240	
Fringe Benefits:		Soc Sec Medicare Unemployment Work Comp Health/Med Retirement	\$1,875 \$439 \$434 \$1,318 \$7,105 \$1,512	
Travel:				
	ANA Post Award Tra Coordinator and Proj		\$3,000	
	between Orleans, Ha	ppy Camp, and Yreka currently at .575/mile.	\$1,500	
Supplies:				
о оррания	Office Supplies (paperto)	er, pens, printer cartridges,	\$2,000	
	Video Supplies (Three Memory cards, video	ee video cameras, tripods, tapes, etc)	\$6,000	
Other:				
	• • •	ers \$100/meeting/class per year (one teacher per	\$3,600	
	Orleans, Happy Cam	ge Teachers to travel to up, and Yreka (210-350 nileage Rate, currently contract)	\$5,000	

### Ikshúpaansas nukyáati - We're making teachers

PO Box 1016 Happy Camp, CA 96039 www.karuk.us 530-493-1600

	<ul><li>(2) Council Member Elders – Paid via Council</li><li>Stipend \$50/meeting/class (1/2 of stipend non-federal)</li><li>(36) meetings/class per year</li></ul>		\$3,600
	UC Berkeley (Attachment G – Letter of Commitment)		\$15,000
	Rent/Office space, Repair & Maintenance, Internet, and utilities (power, water, etc)		\$8,050
Indirect Costs at 50%	of salary	\$15,120	
TOTALS FOR YEAR ONE: \$79,143			\$26,650

### Ikshúpaansas nukyáati - We're making teachers

PO Box 1016 Happy Camp, CA 96039 www.karuk.us 530-493-1600

### **Budget Justification**

Year Two			Grant	Match
Language Program Co	oordinator	Salary (Yearly)	\$32,400	
Fringe Benefits:		Soc Sec Medicare Unemployment Work Comp	\$2,009 \$470 \$434 \$1,413	
		Health/Med Retirement	\$7,040 \$1,620	
Travel:	ANA Grantee Meetir Coordinator and Proj		\$4,500	
	between Orleans, Ha	ge Coordinator to travel ppy Camp, and Yreka currently at .575/mile.	\$1,575	
Supplies:	Office Supplies (paper)	er, pens, printer cartridges,	\$2,000	
Other:		ers \$100/meeting/class ngs/class per year - teachers lasses)	\$5,200	
	Orleans, Happy Cam	ge Teachers to travel to np, and Yreka (210-350 nileage Rate, currently .575/m contract)	\$5,000 nile	
	(9) Tribal Members 32 classes per Tribal	\$100/class (minimum I Member)	\$28,800	
		r Elders – Paid via Council g/class (1/2 of stipend)		\$3600

Ikshúpaansas nukyáati - We're making teachers

PO Box 1016 Happy Camp, CA 96039 www.karuk.us 530-493-1600

(36) meetings/class per year

UC Berkeley (Attachment G – Letter of Commitment)

\$15,000

Rent/Office space, Repair & Maintenance, Internet, and utilities (power, water, etc)

\$8,050

Indirect Costs at 50% of salary

\$16,200

TOTALS FOR YEAR TWO:

\$108,660

\$26,650

### Ikshúpaansas nukyáati - We're making teachers

PO Box 1016 Happy Camp, CA 96039 www.karuk.us 530-493-1600

### **Budget Justification**

Year Three	1.00		Grant	Match
Language Program Co	oordinator	Salary (Yearly)	\$34,560	
Fringe Benefits:		Soc Sec Medicare Unemployment Work Comp Health/Med Retirement	\$2,143 \$501 \$434 \$1,507 \$6,969 \$1,728	
Travel:	ANA Grantee Meetir Coordinator and Proj		\$4,500	
	between Orleans, Ha	e Coordinator to travel ppy Camp, and Yreka currently at .575/mile	\$1,575	
Supplies:	Office Supplies (paperto)	er, pens, printer cartridges,	\$2,000	
Other:	(minimum 32 meetin	ers \$100/meeting/class ngs/class per year - teachers asses) Month 12-no classes	\$4,400	
	Orleans, Happy Cam	ge Teachers to travel to ap, and Yreka (210-350 mileage Rate, currently .575/m contract)	\$5,000 iile	
	(9) Tribal Members 3 32 classes per Tribal Month 12-no classes	•	\$26,100	
	(2) Council Member	Elders – Paid via Council		\$3,600

Ikshúpaansas nukyáati - We're making teachers

PO Box 1016 Happy Camp, CA 96039 www.karuk.us 530-493-1600

Stipend \$50/meeting/class (1/2 of stipend)

(36) meetings/class per year

UC Berkeley (Attachment G -

Letter of Commitment)

\$15,000

Detter of Communicity

Rent/Office space, Repair & Maintenance, Internet,

\$8,050

and utilities (power, water, etc)

Indirect Costs at 50% of salary

\$17,280

**TOTALS FOR YEAR THREE:** 

\$112,197

\$26,650



### United States Department of the Interior



INTERIOR BUSINESS CENTER Indirect Cost Services 2180 Harvard Street, Suite 430 Sacramento, CA 95815

January 16, 2015

Mr. Russell Attebery, Chairman Karuk Tribe P.O. Box 1016 Happy Camp, CA 96039

Dear Mr. Attebery:

Enclosed is the signed original negotiated indirect cost rate agreement that was processed by our office. If you have any questions concerning this agreement, please refer to the signature page for the name and contact number of the negotiator.

As a recipient of federal funds, you are required to submit Indirect Cost Proposals on an annually basis. Proposals are due within 6 months after the close of your fiscal year end and are processed on a first-in, first-out basis.

### Common fiscal year end dates and proposal due dates are listed below:

Fiscal Year End Date	Proposal Due Date
September 30 <sup>th</sup>	March 31st
December 31 <sup>st</sup>	June 30 <sup>th</sup>
June 30 <sup>th</sup>	December 31 <sup>st</sup>

Please visit our Web site at http://www.doi.gov/ibc/services/Indirect Cost Services for guidance and updates on submitting future indirect cost proposals. The website includes helpful tools such as a completeness checklist, indirect cost and lobbying certificates, sample proposals, excel worksheet templates, and links to other Web sites.

Sincerely.

Deborah A. Moberly

Office Chief

### Enclosure

Fax: (916)566-7110

cc: Self-Determination Specialist, Pacific Regional Office, Bureau of Indian Affairs

cc: Director, Self-Determination Services, Indian Health Services, HQE

cc: Compact Negotiator, Office of Self Governance, North West Field Office, BIA

Ref: J:\Native Americans\Pacific (Sacramento SA)\Karuk Tribe (Ktcaw139)\FY 15\Ktca-IssueLtr.15.doc

Email: ICS@ibc.doi.gov Phone: (916) 566-7111

Internet: http://www.doi.gov/ibc/services/Indirect\_Cost\_services

Revised 3/27/13

### Indian Organizations Indirect Cost Negotiation Agreement

EIN: 94-2576572

Organization:

Date: January 16, 2015

Karuk Tribe P.O. Box 1016 Report No(s).: 15-A-0311

Happy Camp, CA 96039

Filing Ref.:

Last Negotiation Agreement dated February 11, 2014

The indirect cost rate contained herein is for use on grants, contracts, and other agreements with the Federal Government to which Public Law 93-638 and 2 CFR 225 (OMB Circular A-87) apply, subject to the limitations contained in 25 CFR 900 and in Section II.A. of this agreement. The rate was negotiated by the U.S. Department of the Interior, Interior Business Center, and the subject organization in accordance with the authority contained in 2 CFR 225.

### Section I: Rate

	Effective Period				Applicable	
Туре	From	То	Rate*	Locations	ТО	
Fixed Carryforward	10/1/14	09/30/15	50.00%	All	All Programs	

\*Base: Total direct salaries and wages, excluding fringe benefits. The rate applies to all programs administered by the Tribe. To determine the amount of indirect costs to be billed under this agreement, direct salaries and wages should be summed and multiplied by the rate. All other program costs, including fringe benefits associated with direct salaries and wages, should be eliminated from the calculation.

Treatment of fringe benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs; fringe benefits applicable to indirect salaries and wages are treated as indirect costs.

### Section II: General

Page 1 of 3

- A. Limitations: Use of the rate contained in this agreement is subject to any applicable statutory limitations. Acceptance of the rate agreed to herein is predicated upon these conditions: (1) no costs other than those incurred by the subject organization were included in its indirect cost rate proposal, (2) all such costs are the legal obligations of the grantee/contractor, (3) similar types of costs have been accorded consistent treatment, and (4) the same costs that have been treated as indirect costs have not been claimed as direct costs (for example, supplies can be charged directly to a program or activity as long as these costs are not part of the supply costs included in the indirect cost pool for central administration).
- B. Audit: All costs (direct and indirect, federal and non-federal) are subject to audit. Adjustments to amounts resulting from audit of the cost allocation plan or indirect cost rate proposal upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation agreement.

C. Changes: The rate contained in this agreement is based on the organizational structure and the accounting system in effect at the time the proposal was submitted. Changes in organizational structure, or changes in the method of accounting for costs that affect the amount of reimbursement resulting from use of the rate in this agreement, require the prior approval of the responsible negotiation agency. Failure to obtain such approval may result in subsequent audit disallowance.

D.

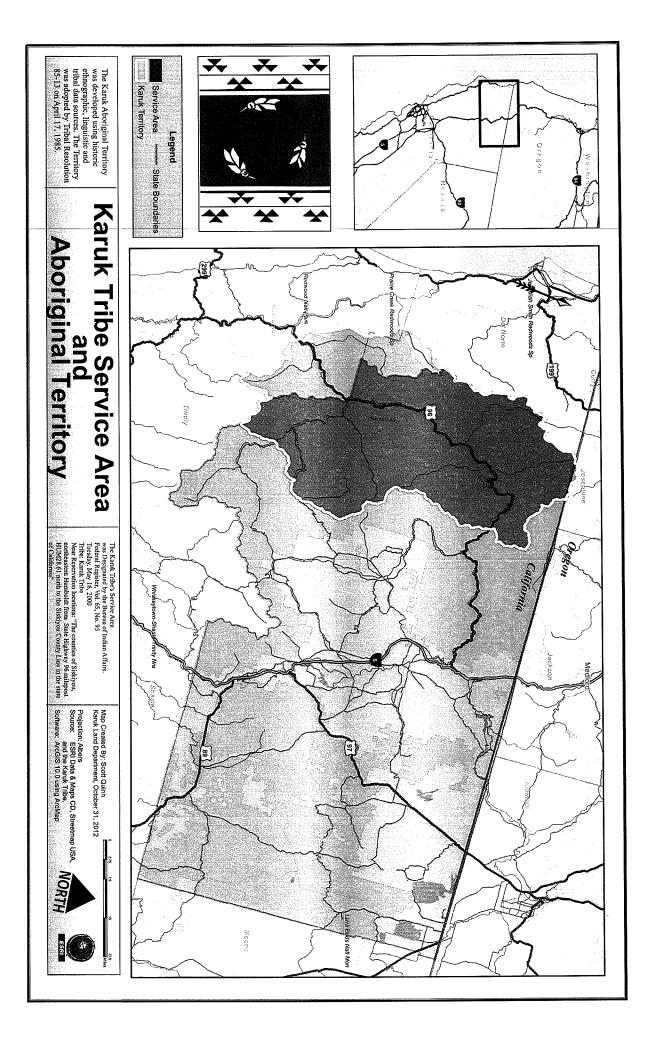
- 1. Fixed Carryforward Rate: The fixed carryforward rate is based on an estimate of costs that will be incurred during the period for which the rate applies. When the actual costs for such period have been determined, an adjustment will be made to the rate for a future period, if necessary, to compensate for the difference between the costs used to establish the fixed rate and the actual costs.
- 2. Provisional/Final Rate: Within 6 months after year end, a final indirect cost rate proposal must be submitted based on actual costs. Billings and charges to contracts and grants must be adjusted if the final rate varies from the provisional rate. If the final rate is greater than the provisional rate and there are no funds available to cover the additional indirect costs, the organization may not recover all indirect costs. Conversely, if the final rate is less than the provisional rate, the organization will be required to pay back the difference to the funding agency.
- E. Agency Notification: Copies of this document may be provided to other federal offices as a means of notifying them of the agreement contained herein.
- F. Record Keeping: Organizations must maintain accounting records that demonstrate that each type of cost has been treated consistently either as a direct cost or an indirect cost. Records pertaining to the costs of program administration, such as salaries, travel, and related costs, should be kept on an annual basis.
- G. Reimbursement Ceilings: Grantee/contractor program agreements providing for ceilings on indirect cost rates or reimbursement amounts are subject to the ceilings stipulated in the contract or grant agreements. If the ceiling rate is higher than the negotiated rate in Section I of this agreement, the negotiated rate will be used to determine the maximum allowable indirect cost.
- H. Use of Other Rates: If any federal programs are reimbursing indirect costs to this grantee/contractor by a measure other than the approved rate in this agreement, the grantee/contractor should credit such costs to the affected programs, and the approved rate should be used to identify the maximum amount of indirect cost allocable to these programs.
- I. Central Service Costs: Where central service costs are estimated for the calculation of indirect cost rates, adjustments will be made to reflect the difference between provisional and final amounts.

### J. Other:

- 1. The purpose of an indirect cost rate is to facilitate the allocation and billing of indirect costs. Approval of the indirect cost rate does not mean that an organization can recover more than the actual costs of a particular program or activity.
- 2. Programs received or initiated by the organization subsequent to the negotiation of this agreement are subject to the approved indirect cost rate if the programs receive administrative support from the indirect cost pool. It should be noted that this could result in an adjustment to a future rate.
- 3. New indirect cost proposals are necessary to obtain approved indirect cost rates for future fiscal or calendar years. The proposals are due in our office 6 months prior to the beginning of the year to which the proposed rates will apply.

### Section III: Acceptance

Listed below are the signatures of acc	eptance for this agreement:
By the Indian Organization:	By the Cognizant Federal Government Agency:
Karuk Tribe Tribal Government	U.S. Department of the Interior  Interior Business Center  Agency
Signature RUSSELL A ATTEBERY Name (Type or Print) CHAIRMAN Title	Signature  Deborah A. Moberly  Name Office Chief Office of Indirect Cost Services  Title
1-13-15 Date	Date Negotiated by Jacqueline B. Ross Telephone (916) 566-7003



### Happy Camp Union Elementary School District

Casey Chambers Superintendent/Principal

February 18, 2015

To Whom It May Concern:

I am pleased to write a letter of support for the ikshupaasas nukyaati (We Are Making Teachers) project. This project will satisfy a great need in our community and our river schools for Karuk Language teachers.

Happy Camp Elementary School is a small school located in the heart of Karuk ancestral lands. Over half of our students are Native American, with the majority of those students being Karuk. A majority of our students are connected to the Karuk tribe, also, because they either live in Karuk Housing, and/or a family member works for the tribe. The Karuk Tribe is a partner and contributor to our school, offering tutoring, mentorship, and counseling for our tribal students in need, and also assisting with helping students learn about their culture, through a variety of cultural programs.

Happy Camp Elementary School is a Decile 2 school, in its second year of Program Improvement. Although we have wonderful students and a community of supportive parents, our students too often have a difficult time buying into the educational progress. We know that the more we can infuse our local Karuk culture into our curriculum, the more tuned in our students will be. This is why Happy Camp Elementary School is so happy to support this unique project.

Our students need to have Native American teachers that they can see as positive role models. They need to experience classes taught by these teachers, and have the opportunity to learn their ancestral language. The invaluable lesson will be that not only are they important, but their language and their culture is thriving and an important part of their future, not something from the past.

I truly believe that the introduction of Karuk Language Teachers in Happy Camp Elementary School will increase our students' motivation to learn and have a positive effect on their school attendance. Having an opportunity to learn Karuk language will give all of our students a chance to forge strong connections to not only our community's past, but also our future.

We strongly support the ikshupaasas nukyaati (We Are Making Teachers) project.

Sincerely,

Casey Chambers

Superintendent/Principal

Junction Elementary School District 98821 Highway 96 Somes Bar, CA 95568 Telephone: (530)469-3373 Facsimile: (530)469-3390

2/19/2015

Re: Ikshúpaansas nukyáati

To whom it may Concern,

I am delighted to write this letter of support for Ikshúpaansas nukyáati, a program that will create teachers of the Karuk language for our children. Our school, Junction Elementary, is located in the heart of Karuk Country. About two-thirds of our student population has Native American ancestry, including the Karuk Tribe, who are native to this area, and I strongly feel that this program would enhance our curriculum and benefit our students. I feel like this program would have long reaching effects to our students and resonate with our community for years to come.

Thank you,

Meredith Klein-Morehead

Chief Administrative Officer,

Junction Elementary (530)469-3373

mmorehead@sisnet.ssku.k12.ca.us

### HAPPY CAMP HIGH SCHOOL

SISKIYOU UNION HIGH SCHOOL DISTRICT PO Box 437, 234 Indian Creek Road Happy Camp, CA 96039-0437 Phone: 530-493-2697 Fax: 530-493-2605

MICHAEL MATHESON District Superintendent ALAN L DYAR Principal

February 19, 2015

RE: Ikshupaansas nukyaati

To Whom it May Concern,

It is with great pleasure that I write this letter of support for Ikshupaansas nukyaati, a program that will create teachers of the Karuk language for our children. Our school, Happy Camp High School, is in the aboriginal territory of the Karuk. Our student population is about one half Native American ancestry. Years ago we had a language program at the elementary school, and when the funding ran out so did the program. I am pleased to see the resurgence of the interest in teaching. This program will improve and enhance our curriculum.

I believe the program will have a long lasting effect on our students and the community for years to come.

Sincerely,

Principal

UtterOF Supports from Junction He High

Orteans

### Karuk Tribe Council

<u>Karuk Tribe Mission Statement:</u> The mission of the Karuk Tribe is to promote the general welfare of all Karuk People, to establish equality and justice for our Tribe, to restore and preserve Tribal traditions, customs, language and ancestral rights, and to secure to ourselves and our descendants the power to exercise the inherent rights of self-governance.



Russell Attebery Chairman Term Nov 2011 – Nov 2015



Robert
Super
Vice-Chairman

Term
Nov 2014 – Nov 2018



Joseph
Waddell
Secretary/Treasurer
Term
Nov 2011 – Nov 2015



Sonny
Davis
Yreka
Member at Large
Term
Nov 2014 – Nov 2018



Stauffer
Orleans
Member at Large
Term
Nov 2014 – Nov 2015

Renee



Alvis
Johnson
Happy Camp
Member at Large
Term
Nov 2012 – Nov 2016



Arch
Super
Yreka
Member at Large
Term
Nov 2013 – Nov 2017



Saxon
Orleans
Member at Large
Term
Nov 2013 – Nov 2017



Elsa
Goodwin
Happy Camp
Member at Large
Term
Nov 2012 – Nov 2016

### POSITION DESCRIPTION

Title: Language Program Coordinator

Reports To: Contract Compliance Specialist

**Supervises:** Language Program Participants

**Location:** Happy Camp

Salary: \$14.00 to \$18.00 per hour depending on experience

Classification: Full-time, Regular, Non Entry Level, Exempt

Summary: Shall be responsible for directing activities within the Karuk Language Program,

including facilitating the work of the Language Program staff and partners to complete

the goals and objectives of the awarded Language Grants.

### Responsibilities:

1. Shall work with project partners in the creation and processing of Karuk Language materials.

- 2. Shall arrange and oversee the reproduction and/or publication and the distribution of the project's products.
- 3. Shall monitor and critique participant involvement in grant activities.
- 4. Shall supervise staff assigned to the language program.
- 5. Shall arrange the contracting of program consultant services.
- 6. Shall coordinate consultant activities.
- 7. Shall coordinate project involvement and participation in other Tribal Programs.
- 8. Shall be responsible for the submission of program products and archival materials to the Karuk Tribe Website www.karuk.us.
- 9. Shall schedule and publicize Karuk language and other language events.
- 10. Shall submit project reports to the Contract Compliance Specialist who reports to the Tribal Council, as required.
- 11. Shall be responsible for the successful implementation of the goals, objectives, and activities of current Language Grants.

- 12. Shall plan and organize project trainings.
- 13. Shall seek opportunities to extend the Karuk Language Program beyond the existing funding and objectives.
- 14. Shall process Karuk language related requests of Tribal Members and others.
- 15. Shall be available for local and out of the area travel as required for job related training. Shall attend all required meetings and functions as requested.
- 16. Shall be polite and maintain a priority system in accepting other job duties as assigned.

### **Qualifications:**

- 1. Demonstrates the ability to work effectively with Native American people in culturally diverse environments.
- 2. Exhibits the ability to manage time well and work under stressful conditions with an even temperament.
- 3. Displays the ability to establish and maintain harmonious working relationships with other employees and the public.
- 4. Demonstrates the ability to understand and follow oral and written instructions.

### Requirements:

- 1. Must have AA in Native American Studies, Education or Linguistics, or equivalent experience. Experience with Karuk language is strongly preferred.
- 2. Must possess valid driver's license, good driving record, and be insurable by the Tribe's insurance carrier.
- 3. Must adhere to confidentiality and HIPAA policies.
- 4. Must successfully pass a pre-employment drug screening test and be willing to submit to a criminal background check.

**Tribal Preference Policy:** In accordance with the TERO Ordinance 93-0-01, Tribal Preference will be observed in hiring.

Council Approved:	
Chairman's Signature: _	
Employee's Signature:	

### KARUK TRIBE HOUSING AUTHORITY

P.O. Box 1159 • 635 Jacobs Way Happy Camp, CA 96039 Ph: (530) 493-1414 • Fax: (530) 493-1415



1836 Apsuun Street Yreka, CA 96097 Ph: (530) 842-1644 • Fax: (530) 842-1646



February 19, 2015

Sammi Offield Karuk Tribe Administration Post Office Box 1016 Happy Camp CA 96039

RE: Letter of Support-Ikshupaansas nukyaati Project

Ayukii Ms. Offield,

I am pleased to provide this letter of support for the Karuk Tribe Administration's grant proposal to the Administration for Native Americans for the Karuk Tribe Ikshupaansas nukyaati - We're Making Teachers Project.

The Karuk Tribe Housing Authority (KTHA) Education Center in Yreka frequently hears our residents and other tribal members express their desire for language revitalization activities to take place in a location accessible to our housing residents and to the surrounding community of Yreka. The Education Center is a prime location for these activities to take place as it is centrally located in the Yreka housing subdivision and is also adjacent to the Head Start Program. An additional site, the KTHA Administrative Building/ Tribal Community Center is located within walking distance to the Education Center and can be used as an alternate site if the Education Center is not available.

The normal use fee for our facilities is \$50, and the fee will be waived for the Ishupaansas Nukyaati-We're Making Teachers Project since it is to be a tribal program.

The Housing Authority is very excited to see this project being put forth for consideration, and we look forward to collaborating in any way we can for its success. If this grant is awarded to the Karuk Tribe, the KTHA Resource Development Manager who oversees the Education Center shall assist the project manager to report on the project activities that take place at our center for the Tribe's required reports to ANA. If you have any questions, feel free to contact me at 530-493-1414 extension 3117.

Yootva,

Erin Hillman

**Executive Director** 

Karuk Tribe Housing Authority



### Julian Lang P.O. Box 261 McKinleyville, CA 95519 irahiv@yahoo.com

February 17, 2015

Dear Sammi Offield,

Please accept this letter of personal commitment to the Karuk Tribe's proposed language project: Ikshúpaansas Nukyâatih, We Are Making Teachers. As one of the tribe's Master Speakers and language teacher I am happy to support in efforts to develop language curriculum and utilize the curriculum during class room instruction. I think the tribe has put together an excellent team of language speakers and teachers to assist with this project. Again you have my total support for this ANA proposal.

Sincerley,

Julian Lang

ayukîi. naníthvuuy uum Phil Albers Jr. naa káruk áraar. panani'ararárhih nitápti káru nikshúpihi.

Hello. I am Phil Albers Jr. I am a Karuk person. I learn and teach my Karuk language.

2/14/15

I am considered a 2<sup>nd</sup> language fluent speaker by the community and the Advocates for Indigenous California Language Survival organization. I have a Karuk Language Teaching Credential from the Karuk Tribe. I have been learning Karuk throughout my entire life, and within the last 15 years I've been learning, speaking, and teaching Karuk. I have worked with the Karuk Language Program, multiple first language fluent speakers of Karuk, and with my own children to revitalize our language.

I am in support of efforts to maintain and revitalize the Karuk language. I commit to language revitalization efforts in the community and in the homes of the Karuk people and community members within Karuk Tribal territories. I will work with the "ikshúupaansas nukyáati Project" to the best of my ability whenever possible.

yôotva,

Philip Albers Jr.

Andrew Leed ) Herkeleed )

# ACTFL PROFICIENCY GUIDELINES 2012



AMERICAN COUNCIL ON THE TEACHING OF FOREIGN LANGUAGES
1001 N. FAIRFAX ST., SUITE 200 | ALEXANDRIA, VA 22314
PH 703-894-2900 | FAX 703-894-2905 | www.actfl.org

### **ACKNOWLEDGMENTS**

ACTFL is deeply indebted to the many individuals who contributed to the previous editions of the Proficiency Guidelines.

In addition, ACTFL wishes to acknowledge the principal authors and editors of this 3rd Edition of the Proficiency Guidelines: Elvira Swender, Daniel J. Conrad, and Robert Vicars; and the invaluable contributions of the project consultants: Mahdi Alosh, Karen Breiner-Sanders, Ray T. Clifford, Helen Hamlyn, David Hiple, Judith Liskin-Gasparro, Pardee Lowe, Jr., Cynthia Martin, Karl F. Otto, Jr., Benjamin Rifkin, Mildred Rivera-Martinez, and Erwin Tschirner.

Finally, ACTFL is most appreciative of the comments and feedback from the many members of the profession who contributed generously of their time and expertise in reviewing earlier drafts of this document.

The ACTFL Proficiency Guidelines 2012 may be used for non-profit, educational purposes only, provided that they are reproduced in their entirety, with no alterations, and with credit to ACTFL.

## General Preface

# to the ACTFL Proficiency Guidelines 2012

The ACTFL Proficiency Guidelines are descriptions of what individuals can do with language in terms of speaking, writing, listening, and reading in real-world situations in a spontaneous and non-rehearsed context. For each skill, these guidelines identify five major levels of proficiency: Distinguished, Superior, Advanced, Intermediate, and Novice. The major levels Advanced, Intermediate, and Novice are subdivided into High, Mid, and Low sublevels. The levels of the ACTFL Guidelines describe the continuum of proficiency from that of the highly articulate, well-educated language user to a level of little or no functional ability.

These Guidelines present the levels of proficiency as ranges, and describe what an individual can and cannot do with language at each level, regardless of where, when, or how the language was acquired. Together these levels form a hierarchy in which each level subsumes all lower levels. The Guidelines are not based on any particular theory, pedagogical method, or educational curriculum. They neither describe how an individual learns a language nor prescribe how an individual should learn a language, and they should not be used for such purposes. They are an instrument for the evaluation of functional language ability.

The ACTFL Proficiency Guidelines were first published in 1986 as an adaptation for the academic community of the U.S. Government's Interagency Language Roundtable (ILR) Skill Level Descriptions. This third edition of the ACTFL Proficiency Guidelines includes the first revisions of Listening and Reading since their original publication in 1986, and a second revision of the ACTFL Speaking and Writing Guidelines, which were revised to reflect real-world assessment needs in 1999 and 2001 respectively. New for the 2012 edition are the addition of the major level of Distinguished to the Speaking and Writing Guidelines, the division of the Advanced level into the three sublevels of High, Mid, and Low for the Listening and Reading Guidelines, and the addition of a general level description at the Advanced, Intermediate, and Novice levels for all skills.

Another new feature of the 2012 Guidelines is their publication online, supported with glossed terminology and annotated, multimedia samples of performance at each level for Speaking and Writing, and examples of oral and written texts and tasks associated with each level for Reading and Listening.

The direct application of the ACTFL Proficiency Guidelines is for the evaluation of functional language ability. The Guidelines are intended to be used for global assessment in academic and workplace settings. However, the Guidelines do have instructional implications. The ACTFL Proficiency Guidelines underlie the development of the ACTFL Performance Guidelines for K-12 Learners (1998) and are used in conjunction with the National Standards for Foreign Language Learning (1996, 1998, 2006) to describe how well students meet content standards. For the past 25 years, the ACTFL Guidelines have had an increasingly profound impact on language teaching and learning in the United States.

# ACTFL PROFICIENCY GUIDELINES 2012 - SPEAKING

# Preface

### The ACTFL Proficiency Guidelines 2012 - Speaking

describe five major levels of proficiency: Distinguished, Superior, Advanced, Intermediate, and Novice. The description of each major level is representative of a specific range of abilities. Together these levels form a hierarchy in which each level subsumes all lower levels. The major levels Advanced, Intermediate, and Novice are divided into High, Mid, and Low sublevels.

The Guidelines describe the tasks that speakers can handle at each level, as well as the content, context, accuracy, and discourse types associated with tasks at each level. They also present the limits that

speakers encounter when attempting to function at the next higher major level.

These Guidelines can be used to evaluate speech that is either Interpersonal (interactive, two-way communication) or Presentational (one-way, non-interactive).

The written descriptions of speaking proficiency are accompanied online by speech samples illustrating the features of each major level.

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### **DISTINGUISHED**

Speakers at the Distinguished level are able to use language skillfully, and with accuracy, efficiency, and effectiveness. They are educated and articulate users of the language. They can reflect on a wide range of global issues and highly abstract concepts in a culturally appropriate manner. Distinguished-level speakers can use persuasive and hypothetical discourse for representational purposes, allowing them to advocate a point of view that is not necessarily their own. They can tailor language to a variety of audiences by adapting their speech and register in ways that are culturally authentic.

Speakers at the Distinguished level produce highly sophisticated and tightly organized extended discourse. At the same time, they can speak succinctly, often using cultural and historical references to allow them to say less and mean more. At this level, oral discourse typically resembles written discourse.

A non-native accent, a lack of a native-like economy of expression, a limited control of deeply embedded cultural references, and/or an occasional isolated language error may still be present at this level.

### **SUPERIOR**

Speakers at the Superior level are able to communicate with accuracy and fluency in order to participate fully and effectively in conversations on a variety of topics in formal and informal settings from both concrete and abstract perspectives. They discuss their interests and special fields of competence, explain complex matters in detail, and provide lengthy and coherent narrations, all with ease, fluency, and accuracy. They present their opinions on a number of issues of interest to them, such as social and political issues, and provide structured arguments to support these opinions. They are able to construct and develop hypotheses to explore alternative possibilities.

When appropriate, these speakers use extended discourse without unnaturally lengthy hesitation to make their point, even when engaged in abstract elaborations. Such discourse, while coherent, may still be influenced by language patterns other than those of the target language. Superior-level speakers employ a variety of interactive and discourse strategies, such as turn-taking and separating main ideas from supporting information through the use of syntactic, lexical, and phonetic devices.

Speakers at the Superior level demonstrate no pattern of error in the use of basic structures, although they may make sporadic errors, particularly in low-frequency structures and in complex high-frequency structures. Such errors, if they do occur, do not distract the native interlocutor or interfere with communication.

### **ADVANCED**

Speakers at the Advanced level engage in conversation in a clearly participatory manner in order to communicate information on autobiographical topics, as well as topics of community, national, or international interest. The topics are handled concretely by means of narration and description in the major times frames of past, present, and future. These speakers can also deal with a social situation with an unexpected complication. The language of Advanced-level speakers is abundant, the oral paragraph being the measure of Advanced-level length and discourse. Advanced-level speakers have sufficient control of basic structures and generic vocabulary to be understood by native speakers of the language, including those unaccustomed to non-native speech.

### **Advanced High**

Speakers at the Advanced High sublevel perform all Advanced-level tasks with linguistic ease, confidence, and competence. They are consistently able to explain in detail and narrate fully and accurately in all time frames. In addition, Advanced High speakers handle the tasks pertaining to the Superior level but cannot sustain performance at that level across a variety of topics. They may provide a structured argument to support their opinions, and they may construct hypotheses, but patterns of error appear. They can discuss some topics abstractly, especially those relating to their particular interests and special fields of expertise, but in general, they are more comfortable discussing a variety of topics concretely.

Advanced High speakers may demonstrate a well-developed ability to compensate for an imperfect grasp of some forms or for limitations in vocabulary by the confident use of communicative strategies, such as paraphrasing, circumlocution, and illustration. They use precise vocabulary and intonation to express meaning and often show great fluency and ease of speech. However, when called on to perform the complex tasks associated with the Superior level over a variety of topics, their language will at times break down or prove inadequate, or they may avoid the task altogether, for example, by resorting to simplification through the use of description or narration in place of argument or hypothesis.

### Advanced Mid

Speakers at the Advanced Mid sublevel are able to handle with ease and confidence a large number of communicative tasks. They participate actively in most informal and some formal exchanges on a variety of concrete topics relating to work, school, home, and leisure activities, as well as topics relating to events of current, public, and personal interest or individual relevance.

Advanced Mid speakers demonstrate the ability to narrate and describe in the major time frames of past, present, and future by providing a full account, with good control of aspect. Narration and description tend to be combined and interwoven to relate relevant and supporting facts in connected, paragraph-length discourse.

Advanced Mid speakers can handle successfully and with relative ease the linguistic challenges presented by a complication or unexpected turn of events that occurs within the context of a routine situation or communicative task with which they are otherwise familiar. Communicative strategies such as circumlocution or rephrasing are often employed for this purpose. The speech of Advanced Mid speakers performing Advanced-level tasks is marked by substantial flow. Their vocabulary is fairly extensive although primarily generic in nature, except in the case of a particular area of specialization or interest. Their discourse may still reflect the oral paragraph structure of their own language rather than that of the target language.

Advanced Mid speakers contribute to conversations on a variety of familiar topics, dealt with concretely, with much accuracy, clarity and precision, and they convey their intended message without misrepresentation or confusion. They are readily understood by native speakers unaccustomed to dealing with non-natives. When called on to perform functions or handle topics associated with the Superior level, the quality and/or quantity of their speech will generally decline.

### **Advanced Low**

Speakers at the Advanced Low sublevel are able to handle a variety of communicative tasks. They are able to participate in most informal and some formal conversations on topics related to school, home, and leisure activities. They can also speak about some topics related to employment, current events, and matters of public and community interest.

Advanced Low speakers demonstrate the ability to narrate and describe in the major time frames of past, present, and future in paragraph-length discourse with some control of aspect. In these narrations and descriptions, Advanced Low speakers combine and link sentences into connected discourse of paragraph length, although these narrations and descriptions tend to be handled separately rather than interwoven. They can handle appropriately the essential linguistic challenges presented by a complication or an unexpected turn of events.

Responses produced by Advanced Low speakers are typically not longer than a single paragraph. The speaker's dominant language may be evident in the use of false cognates, literal translations, or the oral paragraph structure of that language. At times their discourse may be minimal for the level, marked by an irregular flow, and containing noticeable self-correction. More generally, the performance of Advanced Low speakers tends to be uneven.

Advanced Low speech is typically marked by a certain grammatical roughness (e.g., inconsistent control of verb endings), but the overall performance of the Advanced-level tasks is sustained, albeit minimally. The vocabulary of Advanced Low speakers often lacks specificity. Nevertheless, Advanced Low speakers are able to use communicative strategies such as rephrasing and circumlocution.

Advanced Low speakers contribute to the conversation with sufficient accuracy, clarity, and precision to convey their intended message without misrepresentation or confusion. Their speech can be understood by native speakers unaccustomed to dealing with non-natives, even though this may require some repetition or restatement. When attempting to perform functions or handle topics associated with the Superior level, the linguistic quality and quantity of their speech will deteriorate significantly.

### **INTERMEDIATE**

Speakers at the Intermediate level are distinguished primarily by their ability to create with the language when talking about familiar topics related to their daily life. They are able to recombine learned material in order to express personal meaning. Intermediate-level speakers can ask simple questions and can handle a straightforward survival situation. They produce sentence-level language, ranging from discrete sentences to strings of sentences, typically in present time. Intermediate-level speakers are understood by interlocutors who are accustomed to dealing with non-native learners of the language.

### Intermediate High

Intermediate High speakers are able to converse with ease and confidence when dealing with the routine tasks and social situations of the Intermediate level. They are able to handle successfully uncomplicated tasks and social situations requiring an exchange of basic information related to their work, school, recreation, particular interests, and areas of competence.

Intermediate High speakers can handle a substantial number of tasks associated with the Advanced level, but they are unable to sustain performance of all of these tasks all of the time. Intermediate High speakers can narrate and describe in all major time frames using connected discourse of paragraph length, but not all the time. Typically, when Intermediate High speakers attempt to perform Advanced-level tasks, their speech exhibits one or more features of breakdown, such as the failure to carry out fully the narration or description in the appropriate major time frame, an inability to maintain paragraph-length discourse, or a reduction in breadth and appropriateness of vocabulary.

Intermediate High speakers can generally be understood by native speakers unaccustomed to dealing with non-natives, although interference from another language may be evident (e.g., use of code-switching, false cognates, literal translations), and a pattern of gaps in communication may occur.

### Intermediate Mid

Speakers at the Intermediate Mid sublevel are able to handle successfully a variety of uncomplicated communicative tasks in straightforward social situations. Conversation is generally limited to those predictable and concrete exchanges necessary for survival in the target culture. These include personal information related to self, family, home, daily activities, interests and personal preferences, as well as physical and social needs, such as food, shopping, travel, and lodging.

Intermediate Mid speakers tend to function reactively, for example, by responding to direct questions or requests for information. However, they are capable of asking a variety of questions when necessary to obtain simple information to satisfy basic needs, such as directions, prices, and services. When called on to perform functions or handle topics at the Advanced level, they provide some information but have difficulty linking ideas, manipulating time and aspect, and using communicative strategies, such as circumlocution.

Intermediate Mid speakers are able to express personal meaning by creating with the language, in part by combining and recombining known elements and conversational input to produce responses typically consisting of sentences and strings of sentences. Their speech may contain pauses, reformulations, and self-corrections as they search for adequate vocabulary and appropriate language forms to express themselves. In spite of the limitations in their vocabulary and/or pronunciation and/or grammar and/or syntax, Intermediate Mid speakers are generally understood by sympathetic interlocutors accustomed to dealing with non-natives.

Overall, Intermediate Mid speakers are at ease when performing Intermediate-level tasks and do so with significant quantity and quality of Intermediate-level language.

### Intermediate Low

Speakers at the Intermediate Low sublevel are able to handle successfully a limited number of uncomplicated communicative tasks by creating with the language in straightforward social situations. Conversation is restricted to some of the concrete exchanges and predictable topics necessary for survival in the target-language culture. These topics relate to basic personal information; for example, self and family, some daily activities and personal preferences, and some immediate needs, such as ordering food and making simple purchases. At the Intermediate Low sublevel, speakers are primarily reactive and struggle to answer direct questions or requests for information. They are also able to ask a few appropriate questions. Intermediate Low speakers manage to sustain the functions of the Intermediate level, although just barely.

Intermediate Low speakers express personal meaning by combining and recombining what they know and what they hear from their interlocutors into short statements and discrete sentences. Their responses are often filled with hesitancy and inaccuracies as they search for appropriate linguistic forms and vocabulary while attempting to give form to the message. Their speech is characterized by frequent pauses, ineffective reformulations and self-corrections. Their pronunciation, vocabulary, and syntax are strongly influenced by their first language. In spite of frequent misunderstandings that may require repetition or rephrasing, Intermediate Low speakers can generally be understood by sympathetic interlocutors, particularly by those accustomed to dealing with non-natives.

### **NOVICE**

Novice-level speakers can communicate short messages on highly predictable, everyday topics that affect them directly. They do so primarily through the use of isolated words and phrases that have been encountered, memorized, and recalled. Novice-level speakers may be difficult to understand even by the most sympathetic interlocutors accustomed to non-native speech.

### **Novice High**

Speakers at the Novice High sublevel are able to handle a variety of tasks pertaining to the Intermediate level, but are unable to sustain performance at that level. They are able to manage successfully a number of uncomplicated communicative tasks in straightforward social situations. Conversation is restricted to a few of the predictable topics necessary for survival in the target language culture, such as basic personal information, basic objects, and a limited number of activities, preferences, and immediate needs. Novice High speakers respond to simple, direct questions or requests for information. They are also able to ask a few formulaic questions.

Novice High speakers are able to express personal meaning by relying heavily on learned phrases or recombinations of these and what they hear from their interlocutor. Their language consists primarily of short and sometimes incomplete sentences in the present, and may be hesitant or inaccurate. On the other hand, since their language often consists of expansions of learned material and stock phrases, they may sometimes sound surprisingly fluent and accurate. Pronunciation, vocabulary, and syntax may be strongly influenced by the first language. Frequent misunderstandings may arise but, with repetition or rephrasing, Novice High speakers can generally be understood by sympathetic interlocutors used to non-natives. When called on to handle a variety of topics and perform functions pertaining to the Intermediate level, a Novice High speaker can sometimes respond in intelligible sentences, but will not be able to sustain sentence-level discourse.

### **Novice Mid**

Speakers at the Novice Mid sublevel communicate minimally by using a number of isolated words and memorized phrases limited by the particular context in which the language has been learned. When responding to direct questions, they may say only two or three words at a time or give an occasional stock answer. They pause frequently as they search for simple vocabulary or attempt to recycle their own and their interlocutor's words. Novice Mid speakers may be understood with difficulty even by sympathetic interlocutors accustomed to dealing with non-natives. When called on to handle topics and perform functions associated with the Intermediate level, they frequently resort to repetition, words from their native language, or silence.

### **Novice Low**

Speakers at the Novice Low sublevel have no real functional ability and, because of their pronunciation, may be unintelligible. Given adequate time and familiar cues, they may be able to exchange greetings, give their identity, and name a number of familiar objects from their immediate environment. They are unable to perform functions or handle topics pertaining to the Intermediate level, and cannot therefore participate in a true conversational exchange.

# ACTFL PROFICIENCY GUIDELINES 2012 - WRITING

# Preface

The ACTFL Proficiency Guidelines 2012 – Writing describe five major levels of proficiency: Distinguished, Superior, Advanced, Intermediate, and Novice. The description of each major level is representative of a specific range of abilities. Together these levels form a hierarchy in which each level subsumes all lower levels. The major levels Advanced, Intermediate, and Novice are divided into High, Mid, and Low sublevels.

The Guidelines describe the tasks that writers can handle at each level as well as the content, context, accuracy, and

discourse types associated with the writing tasks at each level. They also present the limits that writers encounter when attempting to function at the next higher major level.

These Guidelines can be used to describe written text that is either Presentational (essays, reports, letters) or Interpersonal (instant messaging, e-mail communication, texting). Moreover, they apply to writing that is spontaneous (immediate, unedited) or reflective (revised, edited). This is possible because the Guidelines describe the product rather than the process or purpose of the writing.

The written descriptions of writing proficiency are accompanied online by writing samples illustrating the features of each major level.

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### **DISTINGUISHED**

Writers at the Distinguished level can carry out formal writing tasks such as official correspondence, position papers, and journal articles. They can write analytically on professional, academic and societal issues. In addition, Distinguished-level writers are able to address world issues in a highly conceptualized fashion.

These writers can use persuasive and hypothetical discourse as representational techniques, allowing them to advocate a position that is not necessarily their own. They are also able to communicate subtlety and nuance. Distinguished-level writing is sophisticated and is directed to sophisticated readers. Writers at this level write to their audience; they tailor their language to their readers.

Distinguished-level writing is dense and complex; yet, it is characterized by an economy of expression. The writing is skillfully crafted and is organized in a way that reflects target-culture thought patterns. At the Distinguished level, length is not a determining factor. Distinguished-level texts can be as short as a poem or as long as a treatise.

Writers at the Distinguished level demonstrate control of complex lexical, grammatical, syntactic, and stylistic features of the language. Discourse structure and punctuation are used strategically, not only to organize meaning but also to enhance it. Conventions are generally appropriate to the text modality and the target culture.

### **SUPERIOR**

Writers at the Superior level are able to produce most kinds of formal and informal correspondence, in-depth summaries, reports, and research papers on a variety of social, academic, and professional topics. Their treatment of these issues moves beyond the concrete to the abstract.

Writers at the Superior level demonstrate the ability to explain complex matters, and to present and support opinions by developing cogent arguments and hypotheses. Their treatment of the topic is enhanced by the effective use of structure, lexicon, and writing protocols. They organize and prioritize ideas to convey to the reader what is significant. The relationship among ideas is consistently clear, due to organizational and developmental principles (e.g., cause and effect, comparison, chronology). These writers are capable of extended treatment of a topic which typically requires at least a series of paragraphs, but can extend to a number of pages.

Writers at the Superior level demonstrate a high degree of control of grammar and syntax, of both general and specialized/professional vocabulary, of spelling or symbol production, of cohesive devices, and of punctuation. Their vocabulary is precise and varied. Writers at this level direct their writing to their audiences; their writing fluency eases the reader's task.

Writers at the Superior level do not typically control target-language cultural, organizational, or stylistic patterns. At the Superior level, writers demonstrate no pattern of error; however, occasional errors may occur, particularly in low-frequency structures. When present, these errors do not interfere with comprehension, and they rarely distract the native reader.

### **ADVANCED**

Writers at the Advanced level are characterized by the ability to write routine informal and some formal correspondence, as well as narratives, descriptions, and summaries of a factual nature. They can narrate and describe in the major time frames of past, present, and future, using paraphrasing and elaboration to provide clarity. Advanced-level writers produce connected discourse of paragraph length and structure. At this level, writers show good control of the most frequently used structures and generic vocabulary, allowing them to be understood by those unaccustomed to the writing of non-natives.

### **Advanced High**

Writers at the Advanced High sublevel are able to write about a variety of topics with significant precision and detail. They can handle informal and formal correspondence according to appropriate conventions. They can write summaries and reports of a factual nature. They can also write extensively about topics relating to particular interests and special areas of competence, although their writing tends to emphasize the concrete aspects of such topics. Advanced High writers can narrate and describe in the major time frames, with solid control of aspect. In addition, they are able to demonstrate the ability to handle writing tasks associated with the Superior level, such as developing arguments and constructing hypotheses, but are not able to do this all of the time; they cannot produce Superior-level writing consistently across a variety of topics treated abstractly or generally. They have good control of a range of grammatical structures and a fairly wide general vocabulary. When writing at the Advanced level, they often show remarkable ease of expression, but under the demands of Superior-level writing tasks, patterns of error appear. The linguistic limitations of Advanced High writing may occasionally distract the native reader from the message.

### Advanced Mid

Writers at the Advanced Mid sublevel are able to meet a range of work and/or academic writing needs. They demonstrate the ability to narrate and describe with detail in all major time frames with good control of aspect. They are able to write straightforward summaries on topics of general interest. Their writing exhibits a variety of cohesive devices in texts up to several paragraphs in length. There is good control of the most frequently used target-language syntactic structures and a range of general vocabulary. Most often, thoughts are expressed clearly and supported by some elaboration. This writing incorporates organizational features both of the target language and the writer's first language and may at times resemble oral discourse. Writing at the Advanced Mid sublevel is understood readily by natives not used to the writing of non-natives. When called on to perform functions or to treat issues at the Superior level, Advanced Mid writers will manifest a decline in the quality and/or quantity of their writing.

### Advanced Low

Writers at the Advanced Low sublevel are able to meet basic work and/or academic writing needs. They demonstrate the ability to narrate and describe in major time frames with some control of aspect. They are able to compose simple summaries on familiar topics. Advanced Low writers are able to combine and link sentences into texts of paragraph length and structure. Their writing, while adequate to satisfy the criteria of the Advanced level, may not be substantive. Writers at the Advanced Low sublevel demonstrate the ability to incorporate a limited number of cohesive devices, and may resort to some redundancy and awkward repetition. They rely on patterns of oral discourse and the writing style of their first language. These writers demonstrate minimal control of common structures and vocabulary associated with the Advanced level. Their writing is understood by natives not accustomed to the writing of non-natives, although some additional effort may be required in the reading of the text. When attempting to perform functions at the Superior level, their writing will deteriorate significantly.

### INTERMEDIATE

Writers at the Intermediate level are characterized by the ability to meet practical writing needs, such as simple messages and letters, requests for information, and notes. In addition, they can ask and respond to simple questions in writing. These writers can create with the language and communicate simple facts and ideas in a series of loosely connected sentences on topics of personal interest and social needs. They write primarily in present time. At this level, writers use basic vocabulary and structures to express meaning that is comprehensible to those accustomed to the writing of non-natives.

### Intermediate High

Writers at the Intermediate High sublevel are able to meet all practical writing needs of the Intermediate level. Additionally, they can write compositions and simple summaries related to work and/or school experiences. They can narrate and describe in different time frames when writing about everyday events and situations. These narrations and descriptions are often but not always of paragraph length, and they typically contain some evidence of breakdown in one or more features of the Advanced level. For example, these writers may be inconsistent in the use of appropriate major time markers, resulting in a loss of clarity. The vocabulary, grammar, and style of Intermediate High writers essentially correspond to those of the spoken language. Intermediate High writing, even with numerous and perhaps significant errors, is generally comprehensible to natives not used to the writing of non-natives, but there are likely to be gaps in comprehension.

### Intermediate Mid

Writers at the Intermediate Mid sublevel are able to meet a number of practical writing needs. They can write short, simple communications, compositions, and requests for information in loosely connected texts about personal preferences, daily routines, common events, and other personal topics. Their writing is framed in present time but may contain references to other time frames. The writing style closely resembles oral discourse. Writers at the Intermediate Mid sublevel show evidence of control of basic sentence structure and verb forms. This writing is best defined as a collection of discrete sentences and/or questions loosely strung together. There is little evidence of deliberate organization. Intermediate Mid writers can be understood readily by natives used to the writing of non-natives. When Intermediate Mid writers attempt Advanced-level writing tasks, the quality and/or quantity of their writing declines and the message may be unclear.

### Intermediate Low

Writers at the Intermediate Low sublevel are able to meet some limited practical writing needs. They can create statements and formulate questions based on familiar material. Most sentences are recombinations of learned vocabulary and structures. These are short and simple conversational-style sentences with basic word order. They are written almost exclusively in present time. Writing tends to consist of a few simple sentences, often with repetitive structure. Topics are tied to highly predictable content areas and personal information. Vocabulary is adequate to express elementary needs. There may be basic errors in grammar, word choice, punctuation, spelling, and in the formation and use of non-alphabetic symbols. Their writing is understood by natives used to the writing of non-natives, although additional effort may be required. When Intermediate Low writers attempt to perform writing tasks at the Advanced level, their writing will deteriorate significantly and their message may be left incomplete.

### **NOVICE**

Writers at the Novice level are characterized by the ability to produce lists and notes, primarily by writing words and phrases. They can provide limited formulaic information on simple forms and documents. These writers can reproduce practiced material to convey the most simple messages. In addition, they can transcribe familiar words or phrases, copy letters of the alphabet or syllables of a syllabary, or reproduce basic characters with some accuracy.

### **Novice High**

Writers at the Novice High sublevel are able to meet limited basic practical writing needs using lists, short messages, postcards, and simple notes. They are able to express themselves within the context in which the language was learned, relying mainly on practiced material. Their writing is focused on common elements of daily life. Novice High writers are able to recombine learned vocabulary and structures to create simple sentences on very familiar topics, but are not able to sustain sentence-level writing all the time. Due to inadequate vocabulary and/or grammar, writing at this level may only partially communicate the intentions of the writer. Novice High writing is often comprehensible to natives used to the writing of non-natives, but gaps in comprehension may occur.

### **Novice Mid**

Writers at the Novice Mid sublevel can reproduce from memory a modest number of words and phrases in context. They can supply limited information on simple forms and documents, and other basic biographical information, such as names, numbers, and nationality. Novice Mid writers exhibit a high degree of accuracy when writing on well-practiced, familiar topics using limited formulaic language. With less familiar topics, there is a marked decrease in accuracy. Errors in spelling or in the representation of symbols may be frequent. There is little evidence of functional writing skills. At this level, the writing may be difficult to understand even by those accustomed to non-native writers.

### **Novice Low**

Writers at the Novice Low sublevel are able to copy or transcribe familiar words or phrases, form letters in an alphabetic system, and copy and produce isolated, basic strokes in languages that use syllabaries or characters. Given adequate time and familiar cues, they can reproduce from memory a very limited number of isolated words or familiar phrases, but errors are to be expected.

# **Preface**

### The ACTFL Proficiency Guidelines 2012 - Listening

describe five major levels of proficiency: Distinguished, Superior, Advanced, Intermediate, and Novice. The description of each major level is representative of a specific range of abilities. Together these levels form a hierarchy in which each level subsumes all lower levels. The major levels Advanced, Intermediate, and Novice are divided into High, Mid, and Low sublevels. The subdivision of the Advanced Level into High, Mid, and Low is new. This makes the Listening descriptions parallel to the other skill-level descriptions.

# ACTFL PROFICIENCY GUIDELINES 2012 - LISTENING

Listening is an interpretive skill. Listening comprehension is based largely on the amount of information listeners can retrieve from what they hear and the inferences and connections that they can make. By describing the tasks that listeners can perform with different types of oral texts and under different types of circumstances, the Listening Proficiency Guidelines describe how listeners understand oral discourse. The Guidelines do not describe how listening skills develop, how one learns to listen, nor the actual cognitive processes involved in the activity. Rather, they are intended to describe what listeners understand from what they hear.

These Guidelines apply to listening that is either Interpretive (non-participative, overheard) or Interpersonal (participative).

The written descriptions of listening proficiency are accompanied online by authentic speech samples and the functional listening tasks associated with each major level.

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### DISTINGUISHED

At the Distinguished level, listeners can understand a wide variety of forms, styles, and registers of speech on highly specialized topics in language that is tailored to different audiences. Listeners at the Distinguished level can understand language such as that found in classical theater, art films, professional symposia, academic debates, public policy statements, literary readings, and most jokes and puns. They are able to comprehend implicit and inferred information, tone, and point of view, and can follow highly persuasive arguments. They are able to understand unpredictable turns of thought related to sophisticated topics. In addition, their listening ability is enhanced by a broad and deep understanding of cultural references and allusions. Listeners at the Distinguished level are able to appreciate the richness of the spoken language.

Distinguished-level listeners understand speech that can be highly abstract, highly technical, or both, as well as speech that contains very precise, often low-frequency vocabulary and complex rhetorical structures. At this level, listeners comprehend oral discourse that is lengthy and dense, structurally complex, rich in cultural reference, idiomatic and colloquial. In addition, listeners at this level can understand information that is subtle or highly specialized, as well as the full cultural significance of very short texts with little or no linguistic redundancy.

Distinguished-level listeners comprehend language from within the cultural framework and are able to understand a speaker's use of nuance and subtlety. However, they may still have difficulty fully understanding certain dialects and nonstandard varieties of the language.

### **SUPERIOR**

At the Superior level, listeners are able to understand speech in a standard dialect on a wide range of familiar and less familiar topics. They can follow linguistically complex extended discourse such as that found in academic and professional settings, lectures, speeches and reports. Comprehension is no longer limited to the listener's familiarity with subject matter, but also comes from a command of the language that is supported by a broad vocabulary, an understanding of more complex structures and linguistic experience within the target culture. Superior listeners can understand not only what is said, but sometimes what is left unsaid; that is, they can make inferences.

Superior-level listeners understand speech that typically uses precise, specialized vocabulary and complex grammatical structures. This speech often deals abstractly with topics in a way that is appropriate for academic and professional audiences. It can be reasoned and can contain cultural references.

### **ADVANCED**

At the Advanced level, listeners can understand the main ideas and most supporting details in connected discourse on a variety of general interest topics, such as news stories, explanations, instructions, anecdotes, or travelogue descriptions. Listeners are able to compensate for limitations in their lexical and structural control of the language by using real-world knowledge and contextual clues. Listeners may also derive some meaning from oral texts at higher levels if they possess significant familiarity with the topic or context.

Advanced-level listeners understand speech that is authentic and connected. This speech is lexically and structurally uncomplicated. The discourse is straightforward and is generally organized in a clear and predictable way.

Advanced-level listeners demonstrate the ability to comprehend language on a range of topics of general interest. They have sufficient knowledge of language structure to understand basic time-frame references. Nevertheless, their understanding is most often limited to concrete, conventional discourse.

### **Advanced High**

At the Advanced High sublevel, listeners are able to understand, with ease and confidence, conventional narrative and descriptive texts of any length as well as complex factual material such as summaries or reports. They are typically able to follow some of the essential points of more complex or argumentative speech in areas of special interest or knowledge. In addition, they are able to derive some meaning from oral texts that deal with unfamiliar topics or situations. At the Advanced High sublevel, listeners are able to comprehend the facts presented in oral discourse and are often able to recognize speaker-intended inferences. Nevertheless, there are likely to be gaps in comprehension of complex texts dealing with issues treated abstractly that are typically understood by Superior-level listeners.

### Advanced Mid

At the Advanced Mid sublevel, listeners are able to understand conventional narrative and descriptive texts, such as expanded descriptions of persons, places, and things, and narrations about past, present, and future events. The speech is predominantly in familiar target-language patterns. Listeners understand the main facts and many supporting details. Comprehension derives not only from situational and subject-matter knowledge, but also from an increasing overall facility with the language itself.

### **Advanced Low**

At the Advanced Low sublevel, listeners are able to understand short conventional narrative and descriptive texts with a clear underlying structure though their comprehension may be uneven. The listener understands the main facts and some supporting details. Comprehension may often derive primarily from situational and subject-matter knowledge.

### INTERMEDIATE

At the Intermediate level, listeners can understand information conveyed in simple, sentence-length speech on familiar or everyday topics. They are generally able to comprehend one utterance at a time while engaged in face-to-face conversations or in routine listening tasks such as understanding highly contextualized messages, straightforward announcements, or simple instructions and directions. Listeners rely heavily on redundancy, restatement, paraphrasing, and contextual clues.

Intermediate-level listeners understand speech that conveys basic information. This speech is simple, minimally connected, and contains high-frequency vocabulary.

Intermediate-level listeners are most accurate in their comprehension when getting meaning from simple, straightforward speech. They are able to comprehend messages found in highly familiar everyday contexts. Intermediate listeners require a controlled listening environment where they hear what they may expect to hear.

### Intermediate High

At the Intermediate High sublevel, listeners are able to understand, with ease and confidence, simple sentence-length speech in basic personal and social contexts. They can derive substantial meaning from some connected texts typically understood by Advanced-level listeners although there often will be gaps in understanding due to a limited knowledge of the vocabulary and structures of the spoken language.

### Intermediate Mid

At the Intermediate Mid sublevel, listeners are able to understand simple, sentence-length speech, one utterance at a time, in a variety of basic personal and social contexts. Comprehension is most often accurate with highly familiar and predictable topics although a few misunderstandings may occur. Intermediate Mid listeners may get some meaning from oral texts typically understood by Advanced-level listeners.

### Intermediate Low

At the Intermediate Low sublevel, listeners are able to understand some information from sentence-length speech, one utterance at a time, in basic personal and social contexts, though comprehension is often uneven. At the Intermediate Low sublevel, listeners show little or no comprehension of oral texts typically understood by Advanced-level listeners.

### **NOVICE**

At the Novice level, listeners can understand key words, true aural cognates, and formulaic expressions that are highly contextualized and highly predictable, such as those found in introductions and basic courtesies.

Novice-level listeners understand words and phrases from simple questions, statements, and high-frequency commands. They typically require repetition, rephrasing, and/or a slowed rate of speech for comprehension. They rely heavily on extralinguistic support to derive meaning.

Novice-level listeners are most accurate when they are able to recognize speech that they can anticipate. In this way, these listeners tend to recognize rather than truly comprehend. Their listening is largely dependent on factors other than the message itself.

### **Novice High**

At the Novice High sublevel, listeners are often but not always able to understand information from sentence-length speech, one utterance at a time, in basic personal and social contexts where there is contextual or extralinguistic support, though comprehension may often be very uneven. They are able to understand speech dealing with areas of practical need such as highly standardized messages, phrases, or instructions, if the vocabulary has been learned.

### **Novice Mid**

At the Novice Mid sublevel, listeners can recognize and begin to understand a number of high-frequency, highly contextualized words and phrases including aural cognates and borrowed words. Typically, they understand little more than one phrase at a time, and repetition may be required.

### **Novice Low**

At the Novice Low sublevel, listeners are able occasionally to recognize isolated words or very high-frequency phrases when those are strongly supported by context. These listeners show virtually no comprehension of any kind of spoken message, not even within the most basic personal and social contexts.

# **ACTFL PROFICIENCY GUIDELINES** 2012 **READING**

# Preface

### The ACTFL Proficiency Guidelines 2012 - Reading

describe five major levels of proficiency: Distinguished, Superior, Advanced, Intermediate, and Novice. The description of each major level is representative of a specific range of abilities. Together these levels form a hierarchy in which each level subsumes all lower levels. The major levels Advanced, Intermediate, and Novice are divided into High, Mid, and Low sublevels. The subdivision of the Advanced level is new. This makes the Reading descriptions parallel to the other skill level descriptions.

Reading is an interpretive skill. Reading comprehension is

based largely on the amount of information readers can retrieve from a text, and the inferences and connections that they can make within and across texts. By describing the tasks that readers can perform with different types of texts and under different types of circumstances, the Reading Proficiency Guidelines describe how readers understand written texts. These Guidelines do not describe how reading skills develop, how one learns to read, nor the actual cognitive processes involved in the activity of reading. Rather, they are intended to describe what readers are able to understand from what they read.

These Guidelines apply to reading that is either Interpretive (books, essays, reports, etc.) or Interpersonal (instant messaging, texting, email communication, etc.).

The written descriptions of reading proficiency are accompanied online by authentic text samples and the functional reading tasks associated with each major level.

The ACTFL Proficiency Guidelines 2012 - Reading may be used for non-profit, educational purposes only, provided that they are reproduced in their entirety, with no alterations, and with credit to ACTFL.

### **DISTINGUISHED**

At the Distinguished level, readers can understand a wide variety of texts from many genres including professional, technical, academic, and literary. These texts are characterized by one or more of the following: a high level of abstraction, precision or uniqueness of vocabulary; density of information; cultural reference; or complexity of structure. Readers are able to comprehend implicit and inferred information, tone, and point of view and can follow highly persuasive arguments. They are able to understand unpredictable turns of thought related to sophisticated topics.

Readers at the Distinguished level are able to understand writing tailored to specific audiences as well as a number of historical, regional, and colloquial variations of the language. These readers are able to appreciate the richness of written language. Distinguished-level readers understand and appreciate texts that use highly precise, low-frequency vocabulary as well as complex rhetorical structures to convey subtle or highly specialized information. Such texts are typically essay length but may be excerpts from more lengthy texts.

Distinguished-level readers comprehend language from within the cultural framework and are able to understand a writer's use of nuance and subtlety. However, they may still have difficulty fully understanding certain nonstandard varieties of the written language.

### **SUPERIOR**

At the Superior level, readers are able to understand texts from many genres dealing with a wide range of subjects, both familiar and unfamiliar. Comprehension is no longer limited to the reader's familiarity with subject matter, but also comes from a command of the language that is supported by a broad vocabulary, an understanding of complex structures and knowledge of the target culture. Readers at the Superior level can draw inferences from textual and extralinguistic clues.

Superior-level readers understand texts that use precise, often specialized vocabulary and complex grammatical structures. These texts feature argumentation, supported opinion, and hypothesis, and use abstract linguistic formulations as encountered in academic and professional reading. Such texts are typically reasoned and/or analytic and may frequently contain cultural references.

Superior-level readers are able to understand lengthy texts of a professional, academic, or literary nature. In addition, readers at the Superior level are generally aware of the aesthetic properties of language and of its literary styles, but may not fully understand texts in which cultural references and assumptions are deeply embedded.

### **ADVANCED**

At the Advanced level, readers can understand the main idea and supporting details of authentic narrative and descriptive texts. Readers are able to compensate for limitations in their lexical and structural knowledge by using contextual clues. Comprehension is likewise supported by knowledge of the conventions of the language (e.g., noun/adjective agreement, verb placement, etc.). When familiar with the subject matter, Advanced-level readers are also able to derive some meaning from straightforward argumentative texts (e.g., recognizing the main argument).

Advanced-level readers are able to understand texts that have a clear and predictable structure. For the most part, the prose is uncomplicated and the subject matter pertains to real-world topics of general interest.

Advanced-level readers demonstrate an independence in their ability to read subject matter that is new to them. They have sufficient control of standard linguistic conventions to understand sequencing, time frames, and chronology. However, these readers are likely challenged by texts in which issues are treated abstractly.

### Advanced High

At the Advanced High sublevel, readers are able to understand, fully and with ease, conventional narrative and descriptive texts of any length as well as more complex factual material. They are able to follow some of the essential points of argumentative texts in areas of special interest or knowledge. In addition, they are able to understand parts of texts that deal with unfamiliar topics or situations. These readers are able to go beyond comprehension of the facts in a text, and to begin to recognize author-intended inferences. An emerging awareness of the aesthetic properties of language and of its literary styles permits comprehension of a wide variety of texts. Misunderstandings may occur when reading texts that are structurally and/or conceptually more complex.

### Advanced Mid

At the Advanced Mid sublevel, readers are able to understand conventional narrative and descriptive texts, such as expanded descriptions of persons, places, and things and narrations about past, present, and future events. These texts reflect the standard linguistic conventions of the written form of the language in such a way that readers can predict what they are going to read. Readers understand the main ideas, facts, and many supporting details. Comprehension derives not only from situational and subject-matter knowledge but also from knowledge of the language itself. Readers at this level may derive some meaning from texts that are structurally and/or conceptually more complex.

### Advanced Low

At the Advanced Low sublevel, readers are able to understand conventional narrative and descriptive texts with a clear underlying structure though their comprehension may be uneven. These texts predominantly contain high-frequency vocabulary and structures. Readers understand the main ideas and some supporting details. Comprehension may often derive primarily from situational and subject-matter knowledge. Readers at this level will be challenged to comprehend more complex texts.

### **INTERMEDIATE**

At the Intermediate level, readers can understand information conveyed in simple, predictable, loosely connected texts. Readers rely heavily on contextual clues. They can most easily understand information if the format of the text is familiar, such as in a weather report or a social announcement.

Intermediate-level readers are able to understand texts that convey basic information such as that found in announcements, notices, and online bulletin boards and forums. These texts are not complex and have a predictable pattern of presentation. The discourse is minimally connected and primarily organized in individual sentences and strings of sentences containing predominantly high-frequency vocabulary.

Intermediate-level readers are most accurate when getting meaning from simple, straightforward texts. They are able to understand messages found in highly familiar, everyday contexts. At this level, readers may not fully understand texts that are detailed or those texts in which knowledge of language structures is essential in order to understand sequencing, time frame, and chronology.

### Intermediate High

At the Intermediate High sublevel, readers are able to understand fully and with ease short, non-complex texts that convey basic information and deal with personal and social topics to which the reader brings personal interest or knowledge. These readers are also able to understand some connected texts featuring description and narration although there will be occasional gaps in understanding due to a limited knowledge of the vocabulary, structures, and writing conventions of the language.

### Intermediate Mid

At the Intermediate Mid sublevel, readers are able to understand short, non-complex texts that convey basic information and deal with basic personal and social topics to which the reader brings personal interest or knowledge, although some misunderstandings may occur. Readers at this level may get some meaning from short connected texts featuring description and narration, dealing with familiar topics.

### Intermediate Low

At the Intermediate Low sublevel, readers are able to understand some information from the simplest connected texts dealing with a limited number of personal and social needs, although there may be frequent misunderstandings. Readers at this level will be challenged to derive meaning from connected texts of any length.

### **NOVICE**

At the Novice level, readers can understand key words and cognates, as well as formulaic phrases that are highly contextualized.

Novice-level readers are able to get a limited amount of information from highly predictable texts in which the topic or context is very familiar, such as a hotel bill, a credit card receipt, or a weather map. Readers at the Novice level may rely heavily on their own background knowledge and extralinguistic support (such as the imagery on the weather map or the format of a credit card bill) to derive meaning.

Readers at the Novice level are best able to understand a text when they are able to anticipate the information in the text. At the Novice level, recognition of key words, cognates, and formulaic phrases makes comprehension possible.

### **Novice High**

At the Novice High sublevel, readers can understand, fully and with relative ease, key words and cognates, as well as formulaic phrases across a range of highly contextualized texts. Where vocabulary has been learned, they can understand predictable language and messages such as those found on train schedules, roadmaps, and street signs. Readers at the Novice High sublevel are typically able to derive meaning from short, non-complex texts that convey basic information for which there is contextual or extralinguistic support.

### **Novice Mid**

At the Novice Mid sublevel, readers are able to recognize the letters or symbols of an alphabetic or syllabic writing system or a limited number of characters in a character-based language. They can identify a number of highly contextualized words and phrases including cognates and borrowed words but rarely understand material that exceeds a single phrase. Rereading is often required.

### **Novice Low**

At the Novice Low sublevel, readers are able to recognize a limited number of letters, symbols or characters. They are occasionally able to identify high-frequency words and/or phrases when strongly supported by context.

### For further information, contact:

ACTFL Professional Programs 3 Barker Avenue, Suite 300 White Plains, NY 10601 Tel: 914-963-8830

Fax: 914-963-1275

Email: professionalprograms@actfl.org www.actfl.org

### Karuk Community Health Clinic

# Karuk Tribe

64236 Second Avenue Post Office Box 316 Happy Camp, CA 96039 Phone: (530) 493-5257

Fax: (530) 493-5270



Administrative Office

Phone: (530) 493-1600 • Fax: (530) 493-5322 64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039 Karuk Dental Clinic

64236 Second Avenue Post Office Box 1016 Happy Camp, CA 96039 Phone: (530) 493-2201

Fax: (530) 493-5364

2/18/15

Project: Ikshúpaansas nukyáati - We're making teachers

Ayukii,

Please accept this letter as my commitment to the Karuk language project Ikshúpaansas nukyáati - We're making teachers. As a Karuk Elder and Karuk Council Member, the Karuk language is one of the most important aspects of our culture, and soon will be extinct. The communities need for more Karuk language teachers has become urgent to assure that our language will survive.

I commit to this project my time in Happy Camp to share my knowledge as a fluent Karuk language speaker. I will commit one meeting per week during throughout the project.

Yootva.

Alvis "Bud" Johnson Karuk Council Member Member At Large

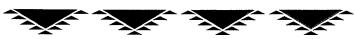
Karuk Elder

### Karuk Community Health Clinic

# **Karuk Tribe**

64236 Second Avenue Post Office Box 316 Happy Camp, CA 96039

Phone: (530) 493-5257 Fax: (530) 493-5270



### **Administrative Office**

Phone: (530) 493-1600 • Fax: (530) 493-5322 64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039 Karuk Dental Clinic

Post Office Box 1016 Happy Camp, CA 96039 Phone: (530) 493-220

Fax: (530) 493-5364

2/18/15

Project: Ikshúpaansas nukyáati - We're making teachers

Ayukii,

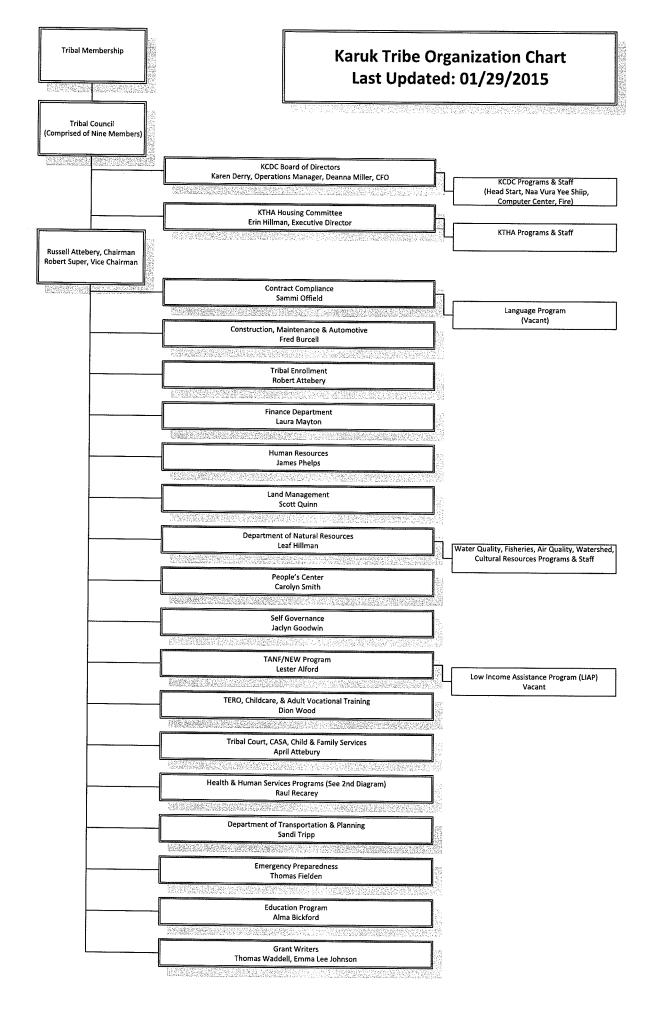
Please accept this letter as my commitment to the Karuk language project Ikshúpaansas nukyáati - We're making teachers. As a Karuk Elder and Karuk Council Member, the Karuk language is one of the most important aspects of our culture, and soon will be extinct. The communities need for more Karuk language teachers has become urgent to assure that our language will survive.

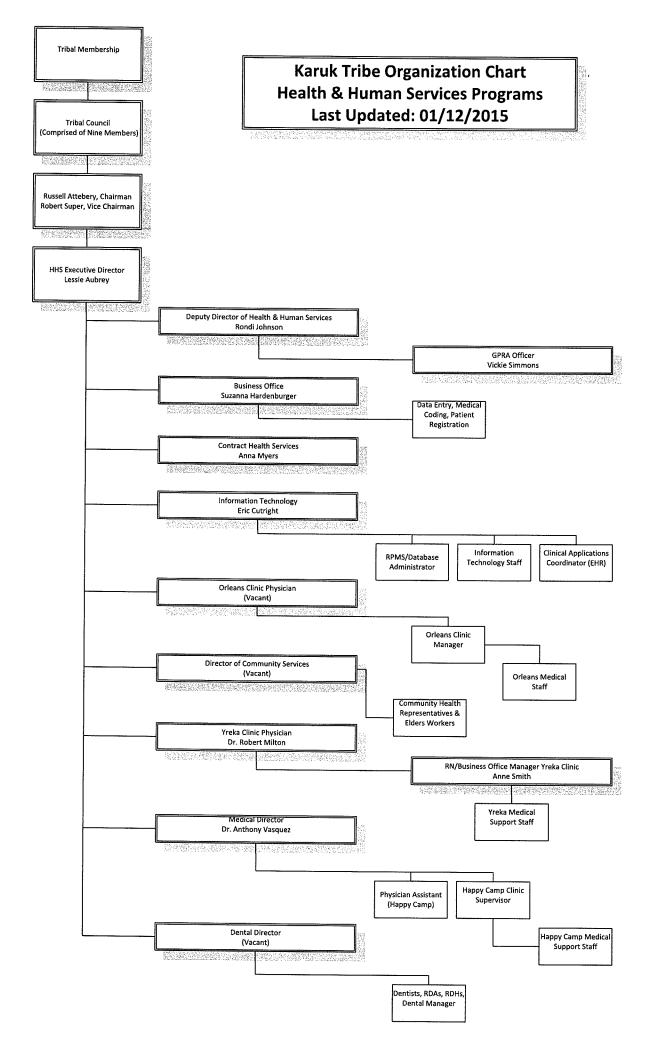
I commit to this project my time in Yreka to share my knowledge as a fluent Karuk language speaker. I will commit one meeting per week during throughout the project.

Yootva,

Charron "Sonny" Davis Karuk Council Member Member At Large

Karuk Elder





### FY 2015 FTA Tribal Transit Program (TTP) Workshop Denver, CO April 1-2, 2015

### **REGISTRATION FORM**

I will attend the FY 2015 Federal Transit Administration (FTA) Tribal Transit Program Workshop in Denver. There is NO registration fee.

First Name:		
Last Name:		
Title:		
Agency:		
Street Address:		
Street Address (cont'd	):	
City:	State:	
Zip:	_	
Phone No.: ()	<u>-</u>	Extension (if any):
Fax No.: ()		
E-mail:		
Special Needs (e.g., w	heelchair acces	s):
TYPE OF ORGANIZAT Other Tribal Governme Other:	ent Employee	
TYPE OF WORK/POSI Procurement Operat Other:	ions Planning	
TRIBAL TRANSIT PRO 3-5 Years 6– 10 Yea		ENCE (Highlight): < 1 Year 1 – 2 Years
FIRST FTA TRIBAL TR (If No, please list the y		HOP: Yes No n of your last Workshop):

### **Important Notes:**

- You will receive an email confirmation within 24 hours of receipt.
- If you have any difficulty returning the form by email, please print and fax it to Cheryl Alexander at (202) 726-1830.
- Please submit one form for each participant per guidelines on the next page.

# FY 2015 FTA Tribal Transit Program (TTP) Workshop Denver, CO April 1-2, 2015

### **OVERVIEW**

### **WORKSHOP INFORMATION**

The workshop will start at 9:00 a.m. and end at 4:30 p.m. on both days. Registration will open at 8:00 a.m. There is no registration fee for the workshop. Attendees are responsible for their travel, lodging, and meals.

The FTA Tribal Transit Workshop will provide training and "best practices" on managing FTA Tribal Transit Program (TTP) grants. On the first day, the following areas will be discussed: Legal and Technical Capacity, Grant Administration, Financial Management, National Transit Database (NTD), Charter Bus, and Asset Management.

The second day will cover Procurement, Buy America, the Americans with Disabilities Act (ADA), Drug-Free Workplace Act, and Drug and Alcohol Program. There will be a Questions & Answer session at the end of each discussion area.

### WHO SHOULD ATTEND?

The TTP workshop is designed for Tribal Transit professionals who manage FTA funded programs or projects, or manage transit service or compliance programs. The workshop is designed to help attendees broaden their understanding of the Federal Transit Administration (FTA) and other federal rules and regulations that shape and define their programs.

### **WORKSHOP LEADERS**

Each workshop will be conducted by transit professionals who conduct Tribal Transit Technical Assistance Assessments for FTA. The instructors will provide guidance in each of the areas to be assessed, answer questions and share industry best practices. An expert from FTA's Drug & Alcohol Program will conduct the training on Drug and Alcohol Testing requirements. Staff from the FTA attend the workshops to answer questions about the TTP Program and assist grantees in any area related to their FTA grant program.

### **WORKSHOP AGENDA**

Participants should check-in no later than 8:30 a.m. The workshop will begin promptly each morning at 9:00 a.m. and end at 4:30 p.m. Breaks are provided during both the morning and afternoon sessions and participants are free to have lunch on their own. The workshop content will cover each of the areas addressed during the Tribal Transit Technical Assistance Assessment over the two-day period. Participant questions and group discussion will be encouraged and accommodated.

Dress for the workshop is business casual.

Please note that no food or drink will be provided at the Workshop.

# FY 2015 FTA Tribal Transit Program (TTP) Workshop Denver, CO April 1-2, 2015

### LOGISTICS AND HOTEL INFORMATION

### HOTEL RESERVATIONS

A block of rooms has been reserved for our group at the Crowne Plaza Denver Downtown at the government rate of \$163.00 single and \$178.00 double occupancy. Rooms are available beginning Tuesday night, **March 31st**. To reserve a room, visit: FTA FY15 Tribal Transit Technical Assistance Workshop Region 8 - Direct Booking Link or call 1-888-233-9527. To receive the group rate, mention the group name FTA Tribal Transit Workshop. Please make your reservation on or before **March 13th** to receive the group rate.

### **DIRECTIONS**

This hotel is located in downtown Denver, two blocks from the Colorado Convention Center, one block from the 16<sup>th</sup> Street Pedestrian Mall and Denver's Light Rail Line. Denver RTD currently provides express bus service from Denver International Airport to the H Light Rail Line which stops within five minutes of the Crowne Plaza. The fare is approximately \$13.00.

Driving directions to the Crowne Plaza Denver can be found at the following link <a href="http://www.ihg.com/crowneplaza/hotels/us/en/denver/dendt/hoteldetail">http://www.ihg.com/crowneplaza/hotels/us/en/denver/dendt/hoteldetail</a>. Please note that discounted daily parking is available to workshop attendees for \$10.00 per day. Overnight parking is \$27.00 per night. For other options, please visit <a href="https://www.denvergov.org/tabid/437781/Default.aspx">https://www.denvergov.org/tabid/437781/Default.aspx</a> or <a href="https://www.parkme.com/denver-parking">https://www.parkme.com/denver-parking</a> to see all of the city parking garages.

### Please Don't Forget to Register for the Workshop

Please register for the workshop on or before March 20<sup>th</sup> using the registration form on the first page. Please contact Cheryl Alexander of The DMP Group if you have any questions at 202-726-2630 or <a href="mailto:cheryl.alexander@thedmpgroup.com">cheryl.alexander@thedmpgroup.com</a>.

FTA is committed to providing equal access to this workshop for all participants. If you need alternative formats or services because of a disability, please contact Cheryl Alexander <a href="mailto:cheryl.alexander@thedmpgroup.com">cheryl.alexander@thedmpgroup.com</a> or 202-726-2630 with your request by close of business on **March 20, 2015.**