

CHARTER OF THE
HOOPA TRIBAL EDUCATION ASSOCIATION

The Hoopa Valley Tribe, of the Hoopa Valley Indian Reservation (hereinafter referred to as the "Tribe"), acting through the Hoopa Valley Council, (hereinafter referred to as the "Council"), pursuant to powers vested by Article IX of the Constitution and Bylaws of the Hoopa Valley Tribe, hereby charters the Hoopa Tribal Education Association (hereinafter referred to as the "Association"), a non-profit organization.

- I. Name. The official name of this subordinate corporate body of the Hoopa Tribe shall be the "HOOPA TRIBAL EDUCATION ASSOCIATION".
- II. Location and Place of Business. The principal place of business and the office of the Corporation shall be on the Hoopa Valley Reservation, Hoopa, California.
- III. Purposes. This corporation is organized and operated exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

Such purposes of the corporation are in the following order of priority:

- (a) To ensure, on behalf of the Hoopa Valley Tribe, quality education for Tribal members pursuant to educational goals and policy as established from time to time by resolution of the Hoopa Valley Council.
- (b) To develop, on behalf of the Hoopa Valley Tribe, tribal educational resources so that the unique culture and heritage of the Hoopa Indian people may be enhanced and protected.
- (c) To perform any and all activities which may be necessary, useful or desirable for the furtherance, accomplishment, fostering or attainment of the foregoing purposes, either directly or indirectly, either alone or in conjunction or cooperation with others, whether

such others be persons or organizations of any kind or nature, such as corporation, firms, association, trusts, institutions, foundations or other governmental bureaus, departments or agencies.

IV. Powers. In furtherance, but not in limitation, of the foregoing educational purposes, the Association shall have the power to:

- (a) Initiate and recommend for Tribal Council approval of educational policies, plan and program;
- (b) Administer Tribal Grants and Scholarships in an equitable manner to ensure that all Hupa members shall be encouraged to add to their educational experience;
- (c) Utilize all available grants and other financial aids supplemented by Tribal resources as necessary to enable all tribal children to enter the formal education system as early as is appropriate and to continue to that level of higher education as is within the individuals capacities;
- (d) Participate in, review and exercise final authority over all educational plans, curricula, teaching methods, budgets, programs and policies within the scope of the Association's work and consistent with teaching regulations and mandatory policies governing Tribal education programs promulgated by the Hoopa Valley Council;
- (e) Represent and advance interests of Hupa students by acting as a liaison with public schools on the reservation and elsewhere where there is attendance by Hupa students;
- (f) Purchase, lease, take by give, devise or bequest, or otherwise acquire, own, hold, improve, use and otherwise deal in and with money, securities, real and personal property, rights and services of any kind and description, or any interest therein.

- (g) Sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its personal property and assets, subject to final approval by the Hoopa Valley Council;
- (h) Arbitrate, compromise, negotiate or settle any dispute relating to the Association's authorized activities to which it is a party;
- (i) Enter into, perform and carry out or cancel and rescind contracts for any lawful purpose pertaining to its business or which is necessary or incidental to the accomplishments of its purpose;
- (j) Sue or be sued in courts of competent jurisdiction within the United States;
- (k) Conduct its affairs, carry on its operations and exercise the powers granted under this Charter in any state, territory, district or possession of the United States, or in any foreign country;
- (l) Engage in any and all activities which will directly and indirectly carry out the purposes of the Association as set forth above;
- (m) Take all action which shall be necessary and proper for carrying into execution the foregoing powers and all of the powers vested in this Charter as permitted by the purposes and powers herein stated, which shall be in compliance with all laws, ordinances, rules and regulations duly adopted by the Hoopa Valley Council or where applicable by contract requirements and the United States Government.

V. Duration. The Association shall continue until it is dissolved in accordance with the provisions of this charter.

VI. Attributes. The Association is a subordinate body of the Hoopa Valley Council and is subject of the jurisdiction, laws, and ordinances of the Tribe. The Tribe expressly reserves all of its inherent sovereign rights as an Indian tribe with regard to the activities of the Association except as specifically limited by the Tribe, to the Association. Nothing in this

charter shall be deemed or construed to be a waiver of sovereign immunity from suit or to be a consent of the Hoopa Valley Indian tribe, the Association, or the United States to the jurisdiction of the United States or of any state with regard to the business or affairs of the Association.

VII. Hoopa Valley Council Policy and Approvals.

- (a) All actions of the Association and all of its business affairs shall be carried out in accordance with policies of the Hoopa Valley Council as designated from time to time by written resolution of the Council.
- (b) Whenever under this Charter or other applicable authority Council approval of Board action is necessary, the Board shall submit said action for approval at the next regularly scheduled Council meeting.

VIII. Structure

Board of Directors. The general policies, scope, and procedures of the Association shall be determined by a Board of Directors which shall exercise all powers of the Association granted by the Charter.

Number and Selection of Directors. The Board of Directors shall comprise of five members appointed by the Council in accordance with the Bylaws of the Association. At least five (5) Directors shall be enrolled members of the Hoopa Valley Tribe.

IX. Indemnification. Members of the Board of Directors and officers of the Association shall be held harmless by the Association from personal liability for damages resulting from any action taken by them in good faith and without fraudulent intent within the scope of the duties as enumerated in this Charter Bylaws.

X. Dissolution. The Association may be dissolved only by a majority vote of the Council. Upon the winding up and dissolution of the Association, after paying or

adequately providing for the debts and obligations of the Association, the remaining assets shall be distributed to the Tribe or to a non-profit fund, foundation or Institute which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501 (c) (3) of the Internal Revenue Code, as the Board of Directors shall determine.

XI. Approval and Amendment.

Approval of the Charter. This charter shall be effective upon its adoption by the Hoopa Valley Council.

Amendment of Charter. This Charter may be amended by a majority of the Council.

THIS CHARTER approved this, in accordance with the authority of the Hoopa Valley Council. Resolution No. , dated .

, CHAIRMAN

ATTEST:

BYLAWS
OF THE
HOOPA TRIBAL EDUCATION ASSOCIATION

ARTICLE 1. OFFICE

The address of the principle office of the Hoopa Tribal Education Association (hereinafter referred to as the "Association") is the Tribal Education Complex, Hoopa, California 95546.

ARTICLE 2. GENERAL POWERS

The Board of Directors shall set policy for the business and affairs of the Hoopa Education Association granted by the Charter.

ARTICLE 3. BOARD OF DIRECTORS

SECTION 1. BOARD OF DIRECTORS

The Board of Directors shall consist of five (5) members appointed by the Council.

SECTION 2. TERMS OF OFFICE

Directors shall each serve a three year term and shall hold office until their successors have been elected or appointed and have qualified, provided however, the first Board of Directors shall have terms of office as described in Section 4. Re-appointment to serve in office will be the responsibility of the Council.

SECTION 3. BOARD OF DIRECTORS

The Board of Directors shall serve until the selection of their successors, and the dates when their terms expire, unless sooner terminated by resignation or removal in accordance with the Bylaws of the Association.

SECTION 4. Qualifications of directors

In selecting members of the Board of Directors, the Hoopa Valley Council shall give due consideration to representation of individuals with differing expertise in such areas as:

- (a) Parents who have a child or children enrolled in early childhood programs, grades K-12 or other school-age programs, and who are actively involved in education.
- (b) A student who is enrolled in a vocational/technical program, college or university, and who is in good standing.
- (c) Individuals who may be a classroom teachers, program coordinator or manager, have extensive experience serving on parent committees/boards, provide services to education programs, actively involved in the field of education, and are recognized for their expertise in and understanding of education.
- (d) Members must be eighteen years of age and have completed high school.

SECTION 5. RESIGNATION

Any Director may resign at any time by delivering a written resignation to the Tribal Council. The resignation shall be effective upon receipt and concurrence of the Council.

SECTION 6. REMOVAL

Any Director may be recommended for removal from office by the Board of Directors, subject to Council approval. The Council may also remove a Director in its sole discretion. Any officer may be removed at any time by a vote of the Board with a quorum being present at a duly called meeting. Such removal of either a Director or officer shall be by majority vote of the Board of Directors, subject to Council approval. Before any vote for expulsion, such members shall be provided a written statement of the reasons for expulsion at least five (5) working days before a meeting scheduled for the purpose of allowing the Director to appear and answer all charges. Vacancies created by the removal of a Director shall be filled by the Council for the remainder of the expired term. Other vacancies created by an officer shall be filled by the Board.

SECTION 7. ATTENDANCE AND VACANCIES

Whenever the number of Directors shall for any reason be less than the number fixed by the Charter, any vacancies shall be filled by the Council. Each Director so appointed to fill a vacancy shall hold office for the remainder of the term of the position vacated.

Vacancies may be created by death, disqualification, resignation, and other reasons including removal. Directors shall be removed for failure to attend three (3) consecutive regular meetings, unexcused.

Unexcused absences shall be for reasons other than:

- (a) illness
- (b) job related priorities
- (c) bereavement
- (d) board related activities
- (e) family emergency
- (f) other reasons approved by the Board.

Removals shall be automatic and notification of the vacancy shall be sent to the individual and to the Tribal Council immediately following the confirmation of the third unexcused absence.

SECTION 8. OFFICERS

The officers of the Association shall be a Chairperson, Vice- Chairperson, Secretary, and Treasurer, to be elected by the Board of Directors from among its members. The officers shall be elected for two years by the Board at the close of the first Board meeting in October. Unless an officer resigns, dies, or is removed prior thereto, he or she shall hold office until his or her successor has been chosen. Any officer may resign at any time by delivering a written resignation to the Chairperson or Secretary.

SECTION 9. REGULAR MEETINGS

The Board shall meet regularly twice a month at a time and place selected by the Board. Notice of such meetings together with the minutes of the previous meeting, shall be given to executive staff and the Board members at least five (5) days in advance of such meeting.

SECTION 10: SPECIAL MEETING

Other meetings of the Board of Directors shall be held at any time as determined by the Board when called by either the Chairperson or written request of a minimum of three (3) members of the Board. Each meeting of the Board shall be held at such place and at such time as shall be specified by notice thereof. Written notice of the time and place of such meeting, with a statement of the business to be conducted shall be given to each member at least twenty-four (24) hours prior to the meetings and posted at a public place on the Reservation.

SECTION 11. QUORUM

Three members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

SECTION 12. CONDUCT OF MEETINGS

At all meetings of the Board of Directors where a quorum is present, all matters shall be decided by a vote of the majority of the Directors present at the meeting. The Chairperson shall preside at each meeting and in his absence, the Vice-Chairperson shall preside.

SECTION 13. ACTION OF BOARD WITHOUT A MEETING

Action taken by a majority of the number of Directors established by this Charter without a meeting in respect of any matter properly within the Board of Director's chartered authority is nevertheless a valid action of the Board if such action is taken by Special Consent. Special consent shall be used in emergencies only. Directors shall sign and file with the Secretary, a memorandum showing the nature of the action taken, and the names of the Directors who approved the action so taken and the names of the Directors who oppose such action. The action shall be formally adopted at the next duly held meeting.

SECTION 14. RECORDS OF MEETINGS

The secretary shall keep, or cause to be kept, a complete and accurate record of all meetings, copies of which shall be furnished to the Board of Directors and to the Council.

SECTION 15. COMPENSATION

Board members shall receive honorariums approved by the Council, and shall be compensated for reasonable expenses, set forth by Board policy.

SECTION 16. SIGNATURE

The Chairperson or Vice-Chairperson of the Board of Directors may sign such papers as the Board may authorize for and on behalf of the Board.

SECTION 17. VOTING

Each member of the Board of Directors shall be entitled to vote on each matter coming properly before the Board subject to the restrictions set forth in §22..

SECTION 18. RESPONSIBILITY

The Board of Directors shall be responsible to and accountable to the Hoopa Valley Council.

SECTION 19. COMMITTEES

The Board of Directors may from time to time, establish committees which shall have such duties and the members of which shall hold office for such periods as the Board determines.

- (a) Parent Committees shall be in two categories: 1) elected to maintain maximum participation of parents concerned with their children's education, and 2) appointed to fulfill such duties as specified by the Hoopa Tribal Education Association and Program Federal and/or State regulations.
- (b) Parent Committees and/or Policy Council membership shall be elected members as designated by applicable written policy of the Tribal Council and Federal and State regulations. General membership shall include those persons who qualify as members according to the specific Bylaws governing the program which the Parent Committees and Policy Council is set up to serve. Parent Committees established to act in an advisory capacity shall be clearly spelled out in the specified regulations and program board's Bylaws.

- (c) Appointed Parent Committee members and Policy Council members shall be appointed by the Tribal Council.
- (d) Length of term for elected Parent Committees and Policy Council shall be consistent with rules and regulations governing the program. Length of term for appointed parent members will be specified in each agreement by the Hoopa Tribal Education Association's Rules and Regulations and shall not exceed the authority of the Hoopa Tribal Education Association.

SECTION 20. BONDING

All members of the Board of Directors and those corporate employees specifically designated by the Board shall be bondable. The Board shall designate those persons to be bonded and the amount of any such bond thereof.

SECTION 21. DUTIES OF OFFICERS

The officers of the Board of Directors shall have the following duties and powers:

- (a) Chairperson: The chairperson shall be the principal officer of the Association, subject to the control of the Board of Directors. He/She shall, when present, preside at all meetings of the Board. He/She shall sign with the Secretary, or any other officer authorized by the Board, any deeds, mortgages, contracts, or other instruments which the Board has authorized to be executed. In general, the Chairperson shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.
- (b) Vice-Chairperson: In the absence of the Chairperson, or in an event of his/her death or failure to act, the Vice-Chairperson shall perform the duties of the Chairperson and when so acting shall have all the powers of and be subject to all the restrictions of the Chairperson. In addition, he/she shall perform such other duties as shall, from time to time, be assigned by the Chairperson or Board of Directors.

- (c) Secretary: The Secretary shall record and maintain or cause to be recorded and maintain a full report of all proceedings of each meeting of the Board of Directors and shall in general perform all duties as may from time to time, be assigned to the Secretary by the Chairperson or Board.
- (d) Treasurer: The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association and deposit all such monies in such banks or other depositories as may be designated by the Board of Directors, establish and maintain or cause to be established and maintained proper book and records accounting for all receipts and disbursements, and in general, perform all the duties incident of the office of Treasurer and such other duties as may, from time to time, be assigned to the Treasurer by the Chairperson or the Board. The Treasurer shall be bondable for an amount set forth by the Board.

SECTION 22. ABSTENTION FROM DELIBERATION

(a) Disqualification for Interest

No director, officer, attorney, agency or employee of the Association shall in any manner, directly or indirectly, participate in the deliberation upon, or the determination of, any matter affecting his/her pecuniary interest of any corporation, partnership of individuals in which he is directly interested, as per Title 8 of the Hoopa Valley Tribal Code.

(b) Disqualification for Nepotism

No board member shall take part in the deliberation upon, or in the determination of, any matter affecting his/her spouse, son, daughter, brother, sister, mother, father, grandmother, grandfather, aunt, uncle, niece, nephew, and the following in-laws: son, daughter, brother, sister, mother, and father from the board meeting room during the deliberation or determination of any matter with respect to which he is disqualified and the minutes shall so state. The board member may be counted present for the purpose of constituting a quorum. Should any member not comply with these provisions, the board

member's vote shall automatically be void and not counted. Intentional non-compliance shall be considered misconduct and the member shall be subject to removal.

ARTICLE 4. MANAGEMENT

SECTION 1. GENERAL MANAGER

The Board of Directors shall have the authority to hire a General Manager for the Association under a written employment contract. The General Manager shall have the following powers and duties:

- (a) He/She shall be responsible for daily operation of the Association and for the carrying out of the policies, plans and procedures established by the Board.
- (b) He/She shall be responsible for employing, directing, training, and discharging all employees under his/her charge, subject to the Personnel Policy as adopted by the Board. In hiring, he/she shall give preference to qualified members of the Tribe.
- (c) He/She shall have the power to direct purchasing and sales within limits set by the Board.
- (d) He/She shall be responsible for planning and development as directed by the Board.
- (e) He/she shall be responsible for income and expenditures, budgeting and accounting for programs under his direction.
- (f) He/She shall be required to make quarterly reports to the Board.

SECTION 2. PROFESSIONAL SERVICES

The Association may retain services of Attorneys with prior consent of the Business Council and may retain services of business consultants as determined by the Board.

SECTION 3. CLAIMS MADE IN LITIGATION

In litigation, the Association shall neither assert nor concede to any claims regarding legal status, authorities or immunities of the Association of the Hoopa Valley Tribe, the Hoopa Valley Indian Reservation or activities taking place thereon or property found thereon, without the consent of the Council.

ARTICLE 5. OPERATION OF ENTERPRISE

SECTION 1. DEPOSIT OF FUNDS

All funds of the Association not otherwise employed shall be deposited in such banks, trust companies or other reliable depositories as the Board of Directors may determine. Each account in any depository selected by the Board of Directors shall be in the name of the program, or programs if any, for whose use the funds are being held.

SECTION 2. CHECKS, ETC.

All checks, drafts or other orders for payment of money, notes or other evidence of indebtedness issued in the name of or payable to the Association, shall be signed or endorsed by such officers or agents of the Association and in such manner as the Board of Directors may determine.

SECTION 3. LOANS

No loan or advance shall be contracted on behalf of the Association and no note, debenture, bonds, guarantees or other evidence of indebtedness shall be issued in its name unless and except as authorized by the Board of Directors. Each such authorization of the Board shall relate to specific transactions and may include authorization to pledge, as security of loans and advances to authorized, any or all securities or other properties at any time owned by the Association, subject to the restrictions set out in this Charter.

SECTION 4. CONTRACTS

When authorized by the Board of Directors, the Chairperson or other officers or agents of the Association may, in the name and on behalf of the Association, enter into such contracts or execute and deliver such instruments as are authorized by the Board.

SECTION 5. INSURANCE

Fire and other insurance on property owned by the Association, or on property in which the Association has an insurable interest, shall be in amounts and type of coverage specified by the Board of Directors.

SECTION 6. FISCAL YEAR

The fiscal year of the Association shall be established by the Board of Directors.

SECTION 7. RECORDS

There shall be maintained at the principle office of the Association all financial books and records of accounts, all minutes of the Board of Directors meetings and copies of all other materials, books, records, documents and contracts shall be made available for inspection at any reasonable time during usual business hours by the Council or duly authorized representative thereof for any lawful or proper purpose. Upon leaving office each officer or agent of the Association shall turn over to the Chairperson, in good order, such monies, books, records, minutes, writs, documents, contracts or any other property of the Association as have been in the custody of such officer or agency during his term of office.

SECTION 8. AUDIT

Annual audits shall be conducted in accordance with generally accepted auditing standards, in accordance with the requirements by funding sources. Within 90 days after the close of the fiscal year the Council may order an independent audit, at its expense, by Certified Public Accountants of the books of the Association. A report by the CPA for the audit shall be submitted to the Council and Association when it is issued.

SECTION 9. REPORTS

The Association shall file a yearly report with the Council due within 90 days of the end of the fiscal year of the Association. Said report shall describe the business done and intended to be done by the Association, material changes and developments since the last report in the programs administered, any material pending legal proceeding to which the Association is a party, annual audited financial statements of the Association, including a consolidated balance sheet and consolidated statements of income and source and application of funds for each such fiscal year, and an operations plan for the coming year including the short-range and long-range goals and objectives of the Association and strategies to be employed by the Association to accomplish these goals and objectives. The Association shall file with the council all additional reports as are required from time to time by the Council.

SECTION 10. SOURCE OF FUNDS

The Association shall be entitled to apply for funds from the Hoopa Valley Indian Tribe, Bureau of Indian Affairs, any governmental agency, and private sector. In any such application, it shall be entitled to identify itself as a subordinate body of the Hoopa Valley Indian Tribe, with delegated authority to act on behalf of the Tribe on educational matters. The Association shall also have authority to negotiate grants or loans from any non-governmental foundation, institution, business or private individual, subject to the provisions of Section 2 herein.

SECTION 1. OWNERSHIP

All the assets acquired by the Association and any of its business ventures shall belong to the Association as a subordinate Tribal body operated by and for the benefit of the Hoopa Valley Tribe, provided however, that title to real property and property which is to become a part of the land will be taken either in the name of the United States in trust for the Hoopa Valley Tribe if such property is located on the Hoopa Valley Reservation or in the name of the Association, as determined by the Council.

ARTICLE 7. AMENDMENTS

Amendments of these Bylaws shall become effective upon adoption of a resolution:

- (a) Approved in writing by a three-fourths majority vote of the Board of Directors at a duly held meeting.
- (b) Approved by a resolution of the Tribal Council.
- (c) Or by three-fourths vote of the Council.

CERTIFICATION

I, the undersigned, as Vice-Chairman of the Hoopa Valley Council do hereby certify that the Bylaws of the Hoopa Tribal Education Association were approved by a vote of 3 for with 2 against at a Regular Meeting held November 7,

CHAIRMAN
HOOPA VALLEY COUNCIL

ATTEST: _____

EXECUTIVE SECRETARY
HOOPA VALLEY COUNCIL

**ACTION SHEET
HOOPA VALLEY TRIBAL COUNCIL
REGULAR MEETING
TRIBAL COUNCIL CHAMBERS
AUGUST 5, 1999**

THROUGH THE LPA PROCESS. MSC: LEMIEUX/DICKSON
MOTION CARRIED

- MOTION #9 TO ADOPT THE CHARTER AND BYLAWS FOR THE EDUCATION ASSOCIATION, EXCEPT FOR THE TWO ISSUES TERM OF OFFICE AND CONSTITUTING A QUORUM, AND TO MAKE GENDER CHANGES. MSC: DICKSON/LEMIEUX MOTION CARRIED.
- MOTION #10 TO APPROVE SPENDING GRANT FUNDS FOR A HAMMER MILL IN THE AMOUNT OF \$2,659.00 FOR TSEMETA NURSERY. MSC: CUNHA/DICKSON MOTION CARRIED.
- MOTION #11 TO APPROVE PAUL CROSBIE'S EVALUATION PAYMENT IN THE AMOUNT OF \$5,000.00 FOR THE EVEN START PROGRAM. MSC: CUNA/COLEGROVE MOTION CARRIED.
- MOTION #12 TO APPROVE BROAD LINK WIRELESS BRIDGE IN THE AMOUNT OF \$2,300.00 FOR THE HOOPA ADULT VOCATIONAL PROGRAM. MSC: CUNHA/COLEGROVE MOTION CARRIED.
- MOTION #13 TO APPROVE A PURCHASE ORDER IN THE AMOUNT OF \$15,000 TO OFFICE FX FOR STUDENT TEXTBOOKS FOR FALL SEMESTER FOR THE HOOPA ADULT VOCATIONAL PROGRAM. MSC: CUNHA/COLEGROVE MOTION CARRIED.
- MOTION #14 TO APPROVE SUBMISSION OF GRANT IN THE AMOUNT OF \$100,000.00 FOR TRIBAL COURT TO THE U.S. DEPARTMENT OF JUSTICE. MSC: DICKSON/COLEGROVE MOTION CARRIED.
- MOTION #15 TO APPROVE MORISSET, SCHLOSSER, AYER & JOZWIAK INVOICE IN THE AMOUNT OF \$9,074.32, \$5,731.91 OTA - OUTSIDE ACCOUNT, \$3,342.41 LUCKY BEAR. MSC: CUNHA/DICKSON MOTION CARRIED.
- MOTION #16 TO APPROVE JOE MEMBRINO'S INVOICE IN THE AMOUNT OF \$11,724.42 FOR THE MONTH OF JUNE 1999. MSC: CUNHA/KANE MOTION CARRIED.
- MOTION #17 TO APPROVE \$4,667.44 FOR 1999 FIRE SEASON CONTRACT WITH NORTH COAST INDUSTRY AIR PATROL FOR WILDLAND FIRE. MSC: DICKSON/KANE MOTION CARRIED.

