

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MUSCOGEE (CREEK) NATION, DEWAR PUBLIC SCHOOLS,
WELEETKA PUBLIC SCHOOLS, WETUMKA PUBLIC SCHOOLS,
AND THE
ACADEMIC DEVELOPMENT INSTITUTE**

THIS MEMORANDUM OF AGREEMENT (hereinafter “MOA”) is made on this 8th day of March, 2018, by and between the Muscogee (Creek) Nation (MCN) Native Youth Community Project (NYCP), P.O. Box 580, Okmulgee, Oklahoma 74447 (hereinafter “NATION”), Academic Development Institute (hereinafter “ADI”), 121 Kickapoo, Lincoln, Illinois 62206; and the Dewar Public Schools, P.O. Box 790 Dewar, OK 74431; Weleetka Public Schools, P.O. Box 278 Weleetka, OK 74880; and Wetumka Public Schools, 416 S. Tiger Wetumka, OK 74883 (hereinafter “DISTRICTS”) to coordinate their resources, skills, and expertise in order to provide high quality College/Career Readiness services, resources, and opportunities to Native students.

WITNESSETH:

WHEREAS, through this collaboration the intent is to be a leading force in enhancing the lives of Native American/Alaskan (AI/AN) students by providing quality College/Career Readiness Afterschool services, and

WHEREAS, the purpose of this MOA is to establish working procedures between the ADI, the DISTRICTS and the NATION for the provision of coordinated MCN NYCP program services to eligible AI/AN students, and

WHEREAS, the NATION wishes to enter into an agreement with the ADI and the DISTRICTS in order to provide services to eligible AI/AN students, and

WHEREAS, NATION agrees to provide qualified personnel who are willing and able to perform the services described herein, and

NOW THEREFORE, and in consideration of the mutual covenants, promises, agreements, understandings, and conditions herein contained, the parties hereto promise to the other, agree and understand as follows:

1. PURPOSE OF MOA.

- A. The purpose of this MOA is for the NATION, ADI, and the DISTRICTS to clarify roles and responsibilities in providing services to eligible AI/AN students. This MOA also seeks to reduce duplicative efforts to provide services, training, or other support that can be provided more cost-effectively through combined efforts.

- B. The provisions of this MOA are not intended to alter, amend, or invalidate any existing policies or procedures of the NATION, ADI, or the DISTRICTS unless expressly otherwise stated herein. The signatory parties intend that the responsibilities and understandings set-forth therein are to be followed in all relations and communications between the NATION, ADI, and the DISTRICT with respect to the NYCP Program.
- C. The MOA also serves to support data sharing among the parties for evaluative and reporting purposes for the NYCP Program.

Through written agreements between the NATION, ADI, and the DISTRICTS, the NATION shall receive authorization and permission to access student data information as outlined in Title 34 Part 99 Subpart D §99.31(FERPA). The DISTRICTS and the NATION will ensure compliance with the Family Educational Rights and Privacy Act (FERPA) and corresponding federal regulations. Access to student data information is essential in maintaining a data base to track AI/AN student progress and increasing academic performance for AI/AN students.

2. TERM OF MOA.

This MOA shall begin on October 1st, 2016, and end on September 30th, 2020. Thereafter, the parties may renew this MOA, provided that said renewal shall be in writing and signed by the Muscogee (Creek) Nation Principal Chief, the Secretary of Education and Training, and the School Superintendents.

3. TERMINATION AND AMENDMENT.

This MOA may be terminated by the NATION or the DISTRICTS at any time during the term of the MOA. Termination shall be effective thirty (30) days after receipt of written notice sent by United States Registered mail to the other party at the above address. This MOA may be amended by the parties, provided that no amendment to any provision of the MOA shall be binding upon the parties unless in writing and signed by the Principal Chief, the Secretary of Education, and the Superintendent.

4. RESPONSIBILITIES OF SIGNATORIES.

- A. The NATION Responsibilities. The NATION agrees to the following provisions:
 - 1. The Nation agrees to provide professional development to increase teacher efficacy and support a strong linkage between school day and after school programming as outlined in proposal.
 - 2. The NATION will reimburse the DISTRICTS for mileage accumulated through transportation for after-school participants and activity mileage accumulated pursuant to the grant.
 - 3. The NATION will maintain and produce accurate financial records and documents.

4. The NATION will make policy recommendations based on evaluation research to increase the effectiveness of the program.
5. The NATION will provide training, consultations, technical support, and assist with data collection and adhere to all federal regulations in Education Department General Administrative Regulations (EDGAR).
6. The NATION will become 'authorized agents' for participating AI/AN students thereby adhering to all FERPA student information disclosure requirements.
7. The NATION will provide Education Advisors to the DISTRICTS to support and implement activities and events pertaining to the Muscogee (Creek) Nation NYCP Grant.

B. The ADI Responsibilities. The ADI agrees to the following provisions:

1. The ADI shall provide professional expertise and evaluation services.
2. The ADI agrees to provide professional development to increase Tribal Education Agency capacity and support a strong connection between school day and after school programming as outlined in proposal.
3. The ADI shall assist the NATION with policy recommendations based on evaluation research to increase the effectiveness of the program.
4. The ADI will provide training, consultations, technical support, and assist with data collection and adhere to all federal regulations in EDGAR.

C. The DISTRICTS' Responsibilities. Each DISTRICT agrees to the following provisions:

1. The DISTRICT shall provide facilities to house NYCP programs and services that will mutually benefit all stakeholders.
2. The DISTRICT will allow computer network usage and access to technological resources for NYCP staff and students as applicable to meet the needs of the grant.
3. The DISTRICT will provide transportation for after-school programming and other trips to colleges and activities as outlined in the grant proposal and will be reimbursed by the NATION for these mileage expenses.
4. The DISTRICT will continuously support effective assessment, implementation, and evaluation of the academic standards to ensure an increase in student achievement.

5. The DISTRICT will allow the NATION access as ‘authorized agents’ to participating AI/AN student records including, but not limited to, contact information, academic, and other student data relevant to the intervention services outlined within the project scope.
6. The DISTRICT will facilitate the identification and recruitment of participants and support the program in its effort to provide information to students.

D. ADI, The NATION and DISTRICTS agree to:

- a. a commitment to regular meetings to secure the following:
 - i. project development and action and sustainability planning;
 - ii. project implementation, assessment, and evaluation;
 - iii. project recruitment, coordination, and collaboration;
 - iv. project staff professional development;
 - v. project fiscal management;
 - vi. project communications, and family and community engagement; and
 - vii. project compliance.

b. abide by:

“Title 34 Part 99 FERPA Subpart D §99.31

(a) An educational agency or institution may disclose personally identifiable information from an education record of a student without the consent requested by §99.30 if the disclosure meets one or more of the following conditions:

1(i)(B) A contractor, consultant, volunteer or other party to whom an agency or

institution has outsourced services or functions may be considered a school official under this paragraph provided the outside party-

(1) Performs an institutional service or function for which the agency or institution would otherwise use employees;”

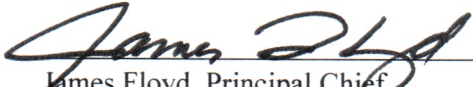
5. PRIOR AGREEMENTS.

This MOA constitutes the entire and exclusive agreement concerning program services between the parties signing below. Execution of the MOA supersedes and nullifies all prior agreements, contracts, negotiations and promises or representations concerning that subject matter.

IN WITNESS WHEREOF, the parties have executed and entered into this MOA.


APPROVED:

MUSCOGEE (CREEK) NATION


James Floyd, Principal Chief

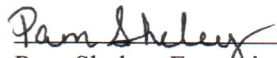
05/02/2018
Date

Approved as to Form:


Greg Anderson, Secretary of Education

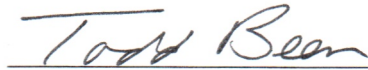
5/2/18
Date

ACADEMIC DEVELOPMENT INSTITUTE


Pam Sheley, Executive Director

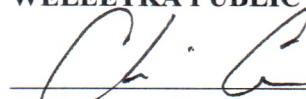
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Date

DEWAR PUBLIC SCHOOLS


Todd Been, Superintendent

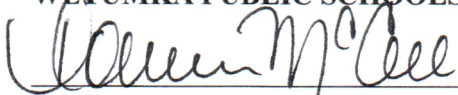
4-4-18
Date

WELEETKA PUBLIC SCHOOLS


Chris Carter, Superintendent

4-4-18
Date

WETUMKA PUBLIC SCHOOLS


Donna McGee, Superintendent

4-4-18
Date



Muscogee (Creek) Nation
Human Resource Management Services

Employee Requisition

PO BOX 580
 OKMULGEE, OK 74447
 Telephone (918) 732-7827
 Toll-Free (800) 482-1979
 Fax (918) 756-2284

Submitted Date 10/16/2018	Employee Requisition Number ER-19028	JOB OPPORTUNITY	
Title/Position: EDUCATION ADVISOR			
Pay Grade SG 11	Salary Range \$35,859-46,820	Classification Full Time	
Department: SECRETARY OF EDUCATION/TRAINING	Location: Weleetka	Location Code: 100	FT/PT 1-Full Time

COMPLETED EMPLOYMENT APPLICATION IS REQUIRED.
MUSCOGEE (CREEK) AND INDIAN PREFERENCE.

General Summary:	Under the supervision of the Project Coordinator, the Education Advisor will coordinate and deliver educational advisement and assist Native students in making successful transitions to further education, training, and employment. Duties and responsibilities include the following:
Principal Duties and Responsibilities:	<ol style="list-style-type: none"> 1. Provide leadership and ongoing strategic planning for college for native junior high/high school students. 2. Provide academic advising to students, individually or in groups, about College admission, financial aid, program study and degree options. Provide students with information about alternatives and possible consequences of academic decision making. 3. Manage the delivery of career and transition services, including the provision of subject and career advisement by counselling students on career options and job skills. 4. Complete other advising duties as requested such as: tracking student participation and grades, keep advising statistics, data reporting and documents kept up-to-date. 5. Liaise with higher education institutions to provide accurate information to students, staff and parents. 6. Promote career and transition issues with all stakeholders including parents, students, staff, and community groups. 7. Facilitate professional development to staff and stakeholders. 8. Transport students as necessary to and from cultural and academic events 9. Participate in professional conferences and other self-directed professional development activities. 10. Perform other duties as assigned.
Minimum Requirements:	Bachelor Degree in Education/Business/ Human Development w/ experience working with Youth/ HS and College students
Preferred Requirements:	Master Degree with experience working in Indian Education, Higher Education, or Native Youth.
Valid Oklahoma Driver's License required?	Yes



Muscogee (Creek) Nation Human Resource Management Services

Employee Requisition

PO BOX 580
OKMULGEE, OK 74447
Telephone (918) 732-7827
Toll-Free (800) 482-1979
Fax (918) 756-2284

Please list any additional licenses required:	
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Competencies:

- Customer Service:** Responds promptly to customer needs.
- Interpersonal Skills:** Maintains confidentiality; Keeps emotions under control.
- Oral Communication:** Speaks clearly and persuasively in positive or negative situations; Participates in meetings.
- Written Communication:** Writes clearly and informatively; Able to read and interpret written information.
- Teamwork:** Balances team and individual responsibilities.
- Visionary Leadership:** Inspires respect and trust.
- Ethics:** Treats people with respect; Keeps commitments; inspires the trust of others; Works with integrity and ethically; Upholds organizational values.
- Organizational Support:** Follows policies and procedures; Supports organization's goals and values.
- Quality:** Demonstrates accuracy and thoroughness.
- Quantity:** Completes work in timely manner.
- Safety and Security:** Observes safety and security procedures.
- Attendance/Punctuality:** Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.
- Dependability:** Follows instructions, responds to management direction.

Physical Demands:

While performing the duties of this Job, the employee must regularly lift and /or move up to 10 pounds and occasionally lift and/or move: Up to 50 lbs. Up to 100 lbs. Over 100 lbs.
 Physical Exam Required

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing essential functions of this job.

While performing the duties of this Job, the employee is regularly exposed:

- Fumes or airborne particles
- Outside weather conditions
- Toxic or caustic chemicals
- Risk of electrical shock
- Vibration
- Loud Noise

Disclaimer:

The above statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified.

Public Relations:

Important attributes of any employee of the Muscogee Nation, along with the official performance of duties, are personal appearance and public relations. Each employee is expected to make every effort to be well-informed about