

**RESOLUTION OF THE GOVERNING BODY OF THE
THREE AFFILIATED TRIBES OF THE
FORT BERTHOLD INDIAN RESERVATION**

A Resolution entitled, "Authorization to enter into Memorandum of Agreement between the Three Affiliated Tribes and the Native American Rights Fund"

WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and

WHEREAS, The Three Affiliated Tribes Constitution authorizes and empowers the Mandan, Hidatsa & Arikara Tribal Business Council to engage in activity on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and

WHEREAS, The Native American Rights Fund has received a grant from the Kellogg Foundation for a three year project to assist tribes in improving learning for American Indian children by significantly increasing the involvement of the Tribal governments in the education of tribal children in schools located on or near their reservations (hereinafter referred to as "Project"); and

WHEREAS, To accomplish the goals of the Project, NARF will assist the Tribe with such efforts as the development of an education code, cooperative agreements with schools and school districts, and coordination of the resources of tribal, state and federal agencies to improve the learning experience of Tribal members; and

WHEREAS, In order to access these grant funds, the Tribe and NARF are required to enter into a Memorandum of Agreement to clarify the roles and responsibilities of the parties as they relate to this project; and

WHEREAS, One of the conditions of the grant and Memorandum of Agreement, and in order to access the funds available under the Kellogg grant of \$30,000 is that the Tribe hire a consultant to assist with the Project on behalf of the Tribe and to ensure that the Project will be completed; and

WHEREAS, The Tribe has identified Doris McGrady of New Town, North Dakota, with a broad base of experience in education consulting, as a consultant qualified to handle the Project Coordinator consultant position as described in the Memorandum of Agreement.

NOW THEREFORE BE IT RESOLVED, that the Tribal Business Council hereby approves the Memorandum of Agreement with the Native American Rights Fund in substantially the form as attached hereto, subject to further legal review by the Tribal Legal Department and authorizes and directs the Tribal Chairman to execute the Agreement on behalf of the Tribe; and

MEMORANDUM OF AGREEMENT

BETWEEN
THE NATIVE AMERICAN RIGHTS FUND, AND
TRIBE

*Don
McCrady*

In accordance with a resolution of the Tribal Council adopted on _____, 2003, which is attached hereto and made a part hereof, this MEMORANDUM OF AGREEMENT (hereinafter referred to as "MOA") is made and entered into between the TRIBE (Tribe), ADDRESS, and the NATIVE AMERICAN RIGHTS FUND (NARF), a non-profit, charitable organization incorporated in 1971 under the laws of the District of Columbia, with offices at 1506 Broadway, Boulder, CO 80302, for the purpose of designing and implementing a project aimed at significantly increasing the role of the Tribe in the public programs providing education to Tribal children in order to improve the education experience of Tribal children.

1. The responsibilities of NARF are as follows:
 - a. NARF will provide, at no cost to the Tribe, legal and technical assistance to meet the goals of the Project.
 - b. NARF will assist the Tribe in developing
 - (1) cooperative agreements with schools and school districts serving Tribal children which will facilitate the achievement of the Project goals,
 - (2) a Tribal education code, and
 - (3) other appropriate means of increasing the involvement and input of the Tribe in public, tribal, and private school programs impacting Tribal children and of bringing together the resources of tribal, state, and federal agencies to improve the learning experience of tribal students.
 - c. NARF will assist the Tribe in developing and improving its capability to positively impact the education of its children by providing legal assistance in the development of tribal education policy, law, and infrastructure designed to enable the Tribe to have significant input into the programs of schools serving tribal children.
 - d. NARF will assist the Tribe in developing a means for evaluating the progress of work under the Project.
 - e. In the performance of the duties required of them under this MOA, NARF attorneys shall regularly report to and consult with the Tribal Council. However, in the day-to-day implementation of the Project, NARF attorneys shall work with the Project

*Rec'd
12-9-02
mub*

Coordinator and Tribal Education Committee.

- f. Fund the Project Coordinator position as outlined in Paragraph 3 below.

2. The responsibilities of the Tribe are as follows:

- a. The Tribe will provide the infrastructure necessary or appropriate to meet the goals of the Project, and will make a good faith effort to institutionalize tribal infrastructure that will enable continuity of the Tribe's involvement in the education of tribal children, including, but not limited to,
 - (1) development and enactment of an education code/plan,
 - (2) search and apply for funding to continue the program after three years,
 - (3) provide for the Project Coordinator position as set forth in Paragraph 3 below.
- b. The Tribe agrees that NARF will have meaningful input into the required qualifications for the Project Coordinator position and into the selection of the person to fill the position.
- c. The Tribe, with the assistance of NARF attorneys and/or education consultants retained by NARF, will develop Project goals and will establish a process for evaluating on an annual basis the Tribe's progress toward its defined goals.
- d. The Tribe will, to the extent possible, utilize a cooperative/collaborative approach when interacting with the schools, school districts, and with state and federal agencies.
 - (1) The Tribe will construct and implement agreements with the school districts and schools that provide education to tribal children for the purpose of improving the educational experience of Tribal children,
 - (2) The Tribe will establish a network of people from the schools, the tribal government, and state and federal agencies who understand and support the goals of the Tribe's education project.
- g. The Tribe will gather and assemble information necessary to design and implement the Project including, but not limited to the following:
 - (1) gather baseline data on the status of the education of tribal children in schools serving the Tribe,

- (2) develop a report summarizing the baseline data accumulated,
 - (3) update the baseline data report at least every two years,
 - (4) inventory Tribal and non-Tribal resources available to implement the Project.
- h. The Tribe will undertake continuing efforts to inform the Tribal community about the purpose of the Project and about progress under the Project, including, but not limited to, conducting community meetings throughout the Project period in order to inform Tribal members about the Project and to solicit their support and input.
3. Coordinator position
- a. The responsibilities of NARF are as follows:
 - i. Participate in the interview process.
 - ii. Transfer \$7,500 to the tribe each quarter of the first year to fund the position, with the quarters separated as follows:
 - 1. December, January, February,
 - 2. March, April, May,
 - 3. June, July, August,
 - 4. September, October, November.
 - iii. The first quarterly installment will be made after the receipt by the NARF of the countersigned copy of the Memorandum of Agreement.
 - iv. NARF may diminish funds to this position after the first year depending on the tribe's success at securing outside funding.
 - b. The responsibilities of the Tribe are as follows:
 - i. Interview and hire the Project Coordinator position as an employee of the Tribe, with input from NARF.
 - ii. Provision of overhead necessary to carry out the Project Coordinator's duties under the Project, including at a minimum office space, a computer and telephone access.
 - iii. Payment of the salary funds will be made in quarterly installments each year. NARF will require that the Tribe submit quarterly financial report that reflects expenditures of the funds no later than 30 days after the end of the quarter. Failure to submit reports on a timely basis will delay subsequent quarterly payments from NARF.
 - iv. Seek and apply for funding after the first year so that NARF may diminish its funding to the position
4. This MOA shall be in force for a period of approximately three years beginning on the date of the Tribal resolution approving this MOA and ending on August 31, 2005. The MOA

may hereafter be extended, amended, or otherwise modified by agreement between the Tribal Council and NARF. The MOA may be terminated by either party by giving 30 days written notice to the other party.

5. NARF stipulates that, to the best of its knowledge, each of its attorneys is a fully licensed member in good standing of a state bar and has no disciplinary proceedings instituted against her or him by any bar association of any jurisdiction in the United States or its territories.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the following day and year.

Litigation Management Committee
Native American Rights Fund
506 Broadway
Boulder, CO 80302
(303) 447-8760

Date

Date

Job Description

Title: Kiana Education Coordinator

Job Description:

To help develop and implement a Tribal Education Code under a Memorandum of Agreement (MOA) with the Native American Rights Fund. This will require coordinating with the school on regular record keeping and reporting systems, and establishing and maintaining a network of interested entities and individuals in the community to develop a prospective Code. This will also involve being the education spokesperson for the tribal community at network meetings, Tribal Council and committee meetings, meetings with the local school boards and the state legislature, and working with all tribal entities who will coordinate with or be affected by the Code. The Director will prepare a report on the current state of education in the tribal community, the education goals of the community, and regular reports on the progress towards those goals.

Job Qualifications:

Working knowledge of education institutions and programs – preschool through adult – preferably in the tribal community. Good understanding of the structure and operation of these institutions and programs. Excellent written and verbal communication skills for formal and informal settings. Demonstrated ability to communicate and work with parents, community leaders, educators and tribal legislators, officers and administrators. Working knowledge of tribal government – particularly the council and its committees. Experience with record keeping and reporting systems or management information systems. Experience with data gathering, data analysis and report preparation highly desirable.

Supervised by: Tribal Manager

Job Duties:

- 1) Coordinate with school on record keeping and reporting system.
- 2) Establish network of entities and individuals to help prepare a Tribal Education Report and to help draft a Tribal Education Code.
- 3) Develop format for Tribal Education Report. *SRE*
- 4) Gather data for Report using the School District Report Card to inform how the Traditional Council makes decisions. *SRE*
- 5) Orient key people from the network into highlights and key points of the Code and the Department.
- 6) Establish schedule for conducting network meetings to gain input into the Report and for reviewing draft Code.
- 7) Conduct regular network meetings for input into Report and for input into and consensus on Code.
- 8) Meet regularly with NARF attorney to review progress in preparing Report and revising Code.
- 9) Compile data for Report and prepare draft.
- 10) Compile input for revising draft Code.
- 11) Other duties as assigned.

12) **Salary:** DOE

*Meeting w/
- School Board
- Superintendents
- Staff*

*- Parents
- Students*

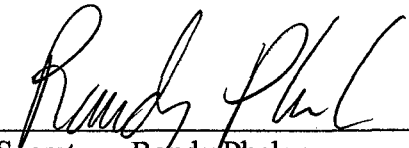
NOW THEREFORE BE IT FURTHER RESOLVED, that the Tribal Business Council hereby approves a Consultant Agreement with Doris McGrady, in substantially the form as attached hereto, subject to further legal review by the Tribal Legal Department, and further authorizes and directs the Tribal Chairman to execute the Agreement on behalf of the Tribe; and

CERTIFICATION

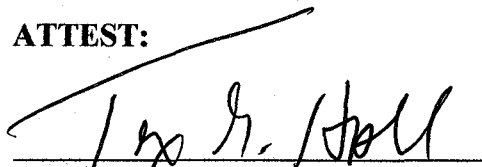
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 6 were present at Regular meeting thereof duly called, noticed, convened and held on the 8th day of January, 2003, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 4 members, 0 members opposed, 1 members abstained, 1 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [☒ Voting. [☐ Not Voting.

Dated this 8th day of January, 2003.


Secretary, Randy Phelan
Tribal Business Council

ATTEST:


Chairman, Tex G. Hall
Tribal Business Council