Committee: Education & Culture Committee

Date: 05-16-11 Committee Date: 05-26-11

Author: Melanie Knight
Sponsor: Julia Coates

RESOLUTION NO. <u>52-11</u>

COUNCIL OF THE CHEROKEE NATION

A RESOLUTION APPROVING THE CREATION OF A CHARTER SCHOOL WITHIN THE CHEROKEE NATION AND APPROVING THE APPLICATION OF CHEROKEE NATION EDUCATION SERVICES TO CHARTER

WHEREAS, the Cherokee Nation is a federally-recognized Indian Nation with a historic and continual government-to-government relationship with the United States of America;

WHEREAS, The Cherokee Nation since time immemorial has exercised the sovereign rights of self-government on behalf of Cherokee people;

WHEREAS, the Cherokee Nation has operated an education system within its territory since the infamous Trail of Tears;

WHEREAS, Cherokee Nation operated the first compulsory co-educational facility west of the Mississippi River;

WHEREAS, over 21,000 Cherokee Nation citizens attend public schools throughout the tribe's territory;

WHEREAS, Cherokee Nation supports public schools through education programming, such as Johnson O'Malley/Co-Partner programs and other Education Services initiatives;

WHEREAS, Cherokee Nation supports public schools through financial contributions in the form of grants from tribal revenue generated by the collection of Cherokee motor vehicle registration taxes;

WHEREAS, Cherokee Nation currently operates its own school system, Sequoyah Schools, which is a federally-and-tribally-funded boarding school, offering grades 7-12, serving the needs of Native youth;

WHEREAS, Sequoyah Schools is the school of choice in Northeastern Oklahoma, offering an Immersion program for grades K-5, wherein children learn core curriculum in the Cherokee language;

WHEREAS, the Immersion school currently serves over 100 students;

WHEREAS, all teachers in the Immersion school are fluent in the Cherokee language and are certified by the State of Oklahoma;

WHEREAS, the Immersion school is supported by a Curriculum Department, a Technology Department and a Translation Department;

WHEREAS, the Immersion school has a relationship with Apple, and has worked closely with the company to develop Cherokee language software for Macintosh operating systems, iPhones, iPods and iPads;

WHEREAS, the mission of the Cherokee Nation Education Division is to build leaders to build the Cherokee Nation;

WHEREAS, the Oklahoma Charter Schools Act, 70 O.S. § 3-130, et al, provides for creation of charter schools, when sponsored by "By a federally recognized Indian tribe, operating a high school under the authority of the Bureau of Indian Affairs as of the effective date of this act, if the charter school is for the purpose of demonstrating native language immersion instruction. and is located within its former reservation or treaty area boundaries. For purposes of this paragraph, native language immersion instruction shall require that educational instruction and other activities conducted at the school site are primarily conducted in the native language", 70 O.S. § 3-132 (7);

WHEREAS, the Cherokee Nation meets the requirements under State law to charter.

BE IT RESOLVED BY THE CHEROKEE NATION, that the application to charter submitted by Cherokee Nation Education Services, a copy of which is attached hereto is hereby approved.

CERTIFICATION

The foregoing resolution was adopted by the Council of the Cherokee Nation at a duly called meeting on the 20th day of June, 2011, having 16 members present, constituting a quorum, by the vote of 16 yea; 0 nay; 0 abstaining.

Council of the Cherokee Nation

ATTEST:

Don Garvin, Secretary

Council of the Cherokee Nation

Approved and signed by the Principal Chief this 24th day of June

Chadwick Smith, Principal Chief

Cherokee Nation

ATTEST:

Melanie Knight, Secretary of State

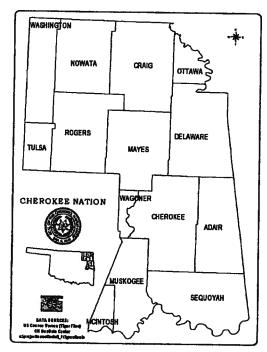
Cherokee Nation

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CHARTER SCHOOL APPLICATION

The Oklahoma Charter Schools Act, 70 O.S. § 3-130, et al, provides for creation of charter schools, when sponsored by "By a federally recognized Indian tribe, operating a high school under the authority of the Bureau of Indian Affairs as of the effective date of this act, if the charter school is for the purpose of demonstrating native language immersion instruction, and is located within its former reservation or treaty area boundaries. For purposes of this paragraph, native language immersion instruction shall require that educational instruction and other activities conducted at the school site are primarily conducted in the native language", 70 O.S. § 3-132 (7)

Cherokee Nation jurisdiction- a fourteen-county (six entire counties, eight partial counties) area in Northeastern Oklahoma that represents the former-existing Reservation boundaries of the Cherokee Nation. Cherokee Nation is situated on lands formerly owned in common by the Nation. These lands were required to be allotted in the early 1900's by a federal act in order to pave the way for statehood. Under the allotment process, the federal government delineated parcels of land to be allotted to individual Cherokees. The remaining lands were declared "surplus" and opened for white settlement. This, as well as lands quickly going out of Cherokee citizen ownership in the succeeding decades, resulted in a "checkerboard" pattern of Indian land interspersed with non-Indian land. However, the governmental boundaries of the Cherokee Nation were never disestablished.



1. Vision Statement:

Building Leaders to Build our Nation

Mission Statement:

The mission of Tsunadeloquasdi is to produce Cherokee speakers who will become leaders within their families, communities and Nation.

The educational goals of the school are:

- a. To improve student learning;
- b. To increase learning opportunities for students;
- c. To encourage the use of different and innovative teaching methods; and
- d. To provide an additional academic choice for parents and students.
- e. To measure student learning, through different and innovative forms of measurement.
- f. To demonstrate accountability for Tsunadeloquasdi.
- g. To create new professional opportunities for teachers and administrators including the opportunity to be responsible for the learning program at Tsunadeloquasdi.

2. Organizational Structure and Governing Body

Organizational Structure:

Administration. A principal oversees the day-to-day operations, ensures the curriculum is developmentally and academically appropriate for the students, assigns staff and other personnel, monitors the budget, submits all reports as required by Cherokee Nation and the Oklahoma State Department of Education and is responsible for data input in the Student Information System as directed by the State Department of Education. (Appendix 1: Tsunadeloquasdi Organizational Chart.)

Regulation. Staffs hold appropriate certification for their administrative and classroom assignments. Tsunadeloquasdi personnel have undergone background checks as required by Cherokee Nation and Oklahoma state law. All staffs are required to be fluent, biliterate Cherokee to be employed in the language immersion school.

School Layout. The school is organized into nine classrooms in three locations (Appendix 3: Sequoyah Campus map). Three- and four-year old students are located in modular building two (2) and Kindergarten through sixth grade are housed in modular building one (1). The seventh and eighth grade students are housed on the first floor of "The Place Where They Play" building located on Sequoyah campus.

Future facility plans include consolidation into one site on the southern side of the Sequoyah campus.

Grade Orientation

Pre-school through Eighth Grade

Three-year old through grade 7 classes are self contained and all students receive physical education classes taught by a physical education instructor. The school has a special education teacher who ensures that students having individualized education plans have appropriate educational activities. A tutor is provided for grades kindergarten through third grade students. The seventh grade students are allowed to select one class elective from the following: Cherokee, Band, Robotics or Drama

The pre-school through grade 7 classrooms are staffed as follows:

Immersion Staff

2010-2011

Pre-School (3 yr)

Teacher-Dora Dunn - Child Development Associate Credential, 91 hrs. at Northeastern State University, Cherokee Nation Certified Language Teacher.

Assistant-Chris Holmes - BA of Technology

Part time Assistant - Ruby Jackson

Pre-Kindergarten (4 vr)

Teacher-Cindy Collins - Child Development Associate Credential - Bacone Associates of Science in Child Development, Cherokee Nation Certified Language Teacher

Assistant-Thelma Soap - Child Development Associate Credential, Cherokee Nation Certified Language Teacher

Kindergarten

Teacher-Glenda Beitz – B. A. Early Childhood-Bacone, Cherokee Nation Certified Language Teacher

Assistant-Nora Birdtail- B. A. Behavioral Science and 48 hrs NSU, Cherokee Nation Certified Language Teacher

First Grade

Teacher-Curtis Washington - M. S. Elementary Education, Oklahoma Teacher License Number 157197

Assistant-Marie Eubanks - 154 hrs-NSU, Cherokee Nation Certified Language Teacher

Second Grade

Teacher-Denise Chaudion – B. A. Elementary Education, Oklahoma Teacher License Number 001100

Assistant-Mary Pettit - B. A. General Studies- NSU, Cherokee Nation Certified Language Teacher

Third and Fourth Grade

Teacher-Shirley Reed - M. A. Elementary Education, Oklahoma Teacher License Number 123882

Assistant-Treesa Vann - Cherokee Nation Certified Language Teacher

Intern-Meda Nix - Cherokee Nation Certified Language Teacher

Fifth Grade

Teacher-Helena McCoy - B. A. Elementary Education, Oklahoma Teacher License Number 166009, Cherokee Nation Certified Language Teacher

Assistant - Ryan Mackey - B. A. Arts of Native Studies, Cherokee Nation Certified Language Teacher

6th Grade

Teacher - To be hired

Assistant – To be hired

7th Grade

Teacher - Janice Carr

Tutor - Ella Christie - Cherokee Nation Certified Language Teacher

Physical Education

Teacher - Jeromie Hammer - B. A. Physical Education, Oklahoma Teacher License Number 304428

Assistant-Peggy Sawney - Cherokee Nation Certified Language Teacher

Special Education

Donetta Henson-B. A. Special Education, Oklahoma Teacher License Number 199016

Eighth Grade

The eighth grade is departmentalized. The teachers rotate while the students remain in the classroom. The eighth grade classes and teachers are as follows:

Reading - Kim Livingston

Math - Jill Garcia

Language Arts – Kim Livingston

Science – Susan Adair

Social Studies - Gerald Livingston

P. E. - Jeromie Hammer

P.E. Assistant - Athena Polecat

One class elective from: Cherokee, Band, Robotics or Drama.

The seventh grade and eighth grade programs have already received state accreditation.

Transportation. A licensed CDL bus driver that transports students on field trips and to the cafeteria on rainy days. No transportation to or from the students' home is provided. Parents are responsible for the transportation to and from school.

Bus Driver - Nelson Kingfisher - B. A. Social Work

<u>Curriculum.</u> Staff develop Cherokee curriculum that is aligned with Oklahoma's Priority Academic Student Skills (PASS). The enclosed disc contains the curriculum for language arts, social studies, math, science, arts, cultural behaviors and health and safety for preschool through 5th grade.

Curriculum Developer - Sherry Holcomb - B. A. Native American Studies, Cherokee Nation Certified Language Teacher

Translator - Pauline Teehee - M. S. Elementary Education

Translator - Bonnie Kirk - Cherokee Nation Certified Language Teacher

Curriculum Assistant - To be Hired

Administration. The administrative assistant performs all office duties such as answering the telephone, copying, greeting visitors and assisting with completing all paperwork associated with the school. The language specialist works with the principal, assists with supervision of classroom teachers and teaches music classes.

Assistant-Kathy Vanbuskirk

Language Specialist-Rebecca Drywater- BA- Oklahoma Teacher License Number 238136, Cherokee Nation Certified Language Teacher

Principal-Holly Davis- MS- Teacher License Number 152950

Governing Body:

The governing body is a school board consisting of five (5) tribal members who shall be appointed by the Principal Chief of Cherokee Nation, and confirmed by the Tribal Council of the Cherokee Nation. (Appendix 4: Resolution on Tsunadeloquasdi Charter.)

3. Financial Plan

Cherokee Nation will receive funds on behalf of the school. The Treasurer, a cabinet official, will be responsible for setting up the following processes:

- a. Designating staff who will receive training and enter financial data in the Oklahoma Cost Accounting System.
- b. The recording of grant/contract costs according to categories of the approved budget.
- c. Identifying the receipt and expenditure of funds separately for each funding source.
- d. Ensuring an annual financial audit is conducted.
- e. Overseeing the preparation of an annual budget for the school.
- f. Presenting to the Principal Chief the proposed budget.

I. Projected Income

The budget was calculated with anticipated revenues from State and Federal sources. The State Finance office calculates on Raw ADM and Weighted ADM for each school. State funds include a base rate of \$7,014 per student, additional funding is added on for Child Nutrition, Gifted and Talented, and Exceptional Education.

The approximate amount from the State Department of Education is \$8,400 per student. This will include the federal flow through funds of Gifted and Talented, Exceptional Education, Title I and Title II-Part A.

REVENUES	STATE	TOTAL
Base	\$7,014 x **160 students	\$1,122,240
Weighted	\$8,400 x **160 students	\$1,344,000

Market Analysis

a. Description of the area or districts that the school will serve:

The school will serve students who live within the Cherokee Nation jurisdiction. Currently, many students live within the city of Tahlequah, Cherokee County, but others are transported from the surrounding counties of Adair, Sequoyah, and Muskogee.

b. Target student population:

The school will serve students and their families desiring to be immersed in the Cherokee language. Cherokee will be the language of instruction for all educational activities from preschool through grade eight.

c. Competition. Other schools seeking the same student:

Other schools within Cherokee Nation jurisdiction seeking students to participate in a Cherokee language immersion program would normally be outside parental transportation range of Tsunadeloquasdi. The school does not provide transportation to or from home.

Market Strategy

The school will conduct an awareness campaign through the following avenues:

a. Newspapers - An article will be written specifically for the Cherokee Phoenix. This newspaper is available to all Cherokee Nation registered citizens, and free copies are also available to any interested individual via print copy stands throughout the

- a. Newspapers An article will be written specifically for the Cherokee Phoenix. This newspaper is available to all Cherokee Nation registered citizens, and free copies are also available to any interested individual via print copy stands throughout the Cherokee Nation jurisdiction, online and via smartphones. In addition, a press release will be sent to area news outlets by the Cherokee Nation Communications office.
- b. Radio Cherokee Nation has radio programs conducted in Cherokee and English that cover areas within the Cherokee Nation jurisdiction.
- c. Brochures Informational brochures will be developed and distributed during community meetings, the Cherokee National Holiday and other events.
- d. Educational competitions Students will participate in the Cherokee language bowls, language fairs and other competitions using the language.
- e. Specific admission and recruiting plans and policies.
- f. A student application packet has been developed (see Appendix: Tsunadeloquasdi Application). If the number of applicants exceed the capacity of a school classroom, the school shall select students through a lottery selection process.
- g. Once a child is admitted to the school, they will not have to go through the lottery process in subsequent years.
- h. Siblings of enrolled students will be given preference for enrollment.
- i. Students will be recruited from the Child Development Center's Child Care immersion classrooms and Head Start immersion classrooms.
- j. Cherokee-speaking children will be admitted to an age-appropriate classroom.
- k. Non-Cherokee-speaking students will be admitted up to kindergarten age.

4. Hiring Policy

The school will utilize Cherokee Nation's Human Resources Policy and Procedures to recruit and hire all teachers, support staff and other school personnel.

It is the policy of Cherokee Nation to assure complete communications, necessary records, and the employment of competent personnel as replacements or new employees, to provide proper controls on manpower complements and to ensure compliance with applicable laws.

Cherokee Nation Policy: See Appendix 5: Employment Policy Chapter II, Sections D, D-1 and E for procedures of employment.

5. Applicant and Requested Sponsor

The Applicant: Tsunadeloquasdi (a tribal Cherokee language immersion school).

Tsunadeloquasdi — Opened in 2002 as a pre-school "language nest", the school now serves 95 children from three-year olds through grade 5 in a full language immersion setting with a full curriculum offered 5 days each week for 6 hours each day for a school year covering 175 school days (September — May). In August 2011, a sixth grade will be added which will bridge the gap between the immersion school and the existing seventh and eighth grades. The seventh and eighth grades are accredited programs.

Requested Sponsor: Cherokee Nation, a federally recognized Indian tribe.

The Cherokee Nation is the federally recognized government of the Cherokee people and thereby has sovereign status granted by treaty and law. The seat of tribal government is the W.W. Keeler Complex near Tahlequah, Oklahoma, capitol of the Cherokee Nation.

The Cherokee Nation has had a constitutional form of government since 1839. The most recent superseding Constitution became effective in 2006. The most recent superseding Constitution became effective in 2006. The Cherokee Nation Constitution calls for three branches of government with equal powers.

Executive:

Executive Power is vested in the Principal Chief. The Principal Chief is responsible for the execution of the laws of the Cherokee Nation, establishment of tribal policy and delegation of authority as necessary for the day-to-day operations of all programs and enterprises administered by the Cherokee Nation tribal government. The Deputy Principal Chief is empowered to act as directed by the Principal Chief. The Principal Chief and Deputy Principal Chief are elected to four-year terms by popular vote of registered Cherokee voters.

Legislative:

The Legislative Branch consists of the 17-member Tribal Council elected by popular vote to represent five districts of the Cherokee Nation. Two Councilors are "at-large" members elected to represent those citizens who live outside the boundaries of the Cherokee Nation. The Tribal Council enacts legislation and conducts other business which will further the interests of the Cherokee Nation and its citizens. An elected Speaker presides over the Council as its president. Tribal Council terms are four years, staggered every two years..

Judicial:

The Judicial Branch consists of the five-member Cherokee Nation Supreme Court, and the Cherokee Nation District Courts. The Supreme Court, whose Justices are appointed by the Principal Chief and confirmed by the Tribal Council, is the highest court of the Cherokee Nation. The primary responsibility of the Supreme Court is to hear and resolve any disagreements arising under the provisions of the Cherokee Nation Constitution or enactments of the Tribal Council, as well as serve as the highest appellate court. The role of the District Court system is to hear all cases brought before it under jurisdiction of the Cherokee Nation judicial code, including original civil and criminal jurisdiction. The District Court Judges are also appointed by the Principal Chief and confirmed by the Council.

6. Facility Description and Location

The school is located on the campus of Sequoyah Schools five miles southwest of the Cherokee Nation capital city of Tahlequah, Oklahoma. Originally constructed by the Cherokee Nation as an orphanage after the UnitedStates Civil War, the school was assumed by the federal government at Oklahoma statehood and later became Sequoyah Vocational School. From a school with one building and 40 acres of land, Sequoyah Schools has grown into a modern institution covering more than 90 acres and a dozen major buildings nestled on a beautiful campus. In 1985 the Cherokee Nation resumed the operation of Sequoyah Schools from the Bureau of Indian Affairs. It is regionally and state accredited for grades 7-12.

Tsunadeloquasdi occupies space in two modular buildings and two classrooms on Sequoyah Schools campus. (Please refer to Appendix 3: Sequoyah Schools Campus map.) The modular buildings sit on the southwest corner of the campus. The two buildings are adjoined by a constructed walkway. All buildings are handicap accessible as are the inside classrooms and restrooms. The seventh and eighth grade classrooms are on the first floor of the gymnasium "The Place Where They Play". This building is located on the northwest corner of Sequoyah's campus. All buildings meet the Building Officials and Code Administrators and the Life Safety Codes. The fire extinguishers are checked and replaced as needed.

Modular Building #1 houses the classrooms of Kindergarten through 6th grade, teacher work room, Curriculum and Instruction staff, Exceptional Education Office, 2 water fountains, girls and boys restroom facilities and a room for the school's computer servers. (Appendix 6: Modular Building #1 Floor Plan.)

All classrooms are equipped with appropriate sized student furniture, desks and chairs for the teacher and teacher assistants, a telephone, individual storage space for students' personal items, a computer station for student use, a reading area with books developed by the Curriculum and Instruction Team. The fifth grade classroom has a whiteboard. Macintosh laptop computers are assigned to each student from third grade and higher.

The teacher workroom is equipped with desks, chairs, six computers (which enable teachers and assistants to conduct research, prepare lesson plans, etc.) It is equipped with a copier, printers, and other supplies. It also provides a place for tutoring.

The Curriculum and Instruction room has four desks, four chairs, four telephones, four desktop computers, four bookshelves, Epson Stylus Pro 4000 printer/plotter, Epson GT2500 Automatic Document Feeder (a scanner that can scan up to 50 pages at a time), Xerox Workcenter 7655 (a printer/copier), fastback 15xs (a binding machine) and an iMac computer.

odular building #2 houses a lobby/reception area with a couch and chairs for visitors. It also has divider separating the lobby section from the receptionist area which has a desk, chair, telephone, computer, the intercom system and copier. The language assistant office contains a desk, three chairs, telephone, bookshelf and a file cabinet. The principal's office contains a desk, telephone, three chairs, a file cabinet, two bookshelves, a table for conferences and small group meetings. (Appendix 7: Modular Building #2 Floor Plan)

The multipurpose room is utilized for large group meetings, staff development, student assemblies and for physical education activities on rainy days. The room is equipped with folding tables and chairs, three dry erase boards and a smart board. The west end of the room contains a small kitchenette with a stove and refrigerator. This area is used for preparing and/or storing refreshments for staff and students.

The three and four year-old classrooms each contain appropriate size tables and chairs, two teacher desks with chairs, individual storage space for each student, two file cabinets, a student computer station, telephone, shelving for activity centers, developmentally appropriate big books and other Cherokee books.

The boys and girls restrooms are handicapped accessible with child and adult stools and sinks. There are two water fountains.

An outside classroom and a play area are adjacent to the buildings. The outside play area has room for large motor activities and a large storage building within an enclosing fence. The outside classroom has a walking trail for plant and tree identification, bird watching, a seating area for lectures or craft demonstrations, and other cultural activities.

Physical education classes are conducted on and in Sequoyah High School facilities (i.e. the old gymnasium, softball fields, track, etc).

7. Grades Served

The school will offer classes from three-years of age through eighth grade in the 2011-2012 school year. All curriculums follow the Oklahoma State Priority Academic Student Skills (PASS) standards. The lessons have been adapted in presentation to reflect Cherokee values and behaviors. (See enclosed disc: Cherokee Immersion Curricula and Language Materials).

Curriculum subject areas for each of the grades are as follows: The table of contents for each grade curriculum list specific lesson plans within the subject areas.

Three and Four Year Olds: Greetings and Courtesies, Me, Numbers, Colors, Shapes, Animal/Insects, Food, Community Helpers, Clothing and Environment/Weather.

Kindergarten: Language Arts, Mathematics, Social Studies, Science and the Arts.

<u>First Grade</u>: Language Arts, Mathematics, Social Studies, Science, and Health and Safety.

<u>Second Grade through Sixth Grade</u>: Cultural Behaviors, Language Arts, Mathematics, Social Studies, Science, Health and Safety, and Technology.

Seventh and Eighth grades are accredited through the Oklahoma State Department of Education. The classes offered to the seventh and eighth grades are as follows:

Seventh Grade: Required classes - Science, Mathematics, Social Studies, and Language Arts. Elective classes - Cherokee, Band, Robotics, and Drama.

<u>Eighth Grade</u>: Required Classes – Math, Language Arts, Science, Social Studies, Reading, and Physical Education. Elective Classes – Cherokee, Band, Robotics and Drama.

8. Effectiveness Criteria and Accountability

- a. The success of Tsunadeloquasdi is attributed to the students, teachers, parents, and administration.
- b. The students attend classes, focus on assignments and use their Cherokee language with confidence.
- c. The teachers present daily lessons that increase the students' language and content skills.
- d. Parents assure the attendance of the student, ensure that homework is completed and that use of the language is encouraged in the home.
- e. The administration ensures that the school is in compliance with all Cherokee Nation, federal and state policies, rules, and regulations, communicates with parents, Cherokee Nation administration and other entities.

Student progress is reported to the parents by the teacher on a quarterly basis through parent/teacher conferences and quarterly and semester written reports are sent to the home.

Student progress will be measured through but not limited to the following activities: teacher made content tests, quizzes, projects, student portfolios, teacher anecdotal records, videotaping, hands-on participation, teacher observations, and application of concepts into daily life situations.

In addition, language proficiency and literacy will be documented through assessments written in Cherokee that have been tested for reliability and validity. Content area tests in the language of instruction will be developed by classroom teachers to measure student achievement in core classes of Mathematics, Language Arts, Social Studies, Science, and Cultural Behaviors. The teachers also teach and test the content of the following classes: the arts, health and safety, technology.

Tsunadeloquasdi is a monolingual Cherokee environment where students achieve academic standards comparable to their monolingual English counterparts while developing high degrees of proficiency in Cherokee. Curriculum development is aligned with Oklahoma's Priority Academic Student Skills. The Priority Academic Student Skills provide a model for teachers to follow in developing, presenting, assessing and evaluating the effectiveness of their instruction. The scope and sequence of the lessons are determined by the teachers. While developing lessons, teachers have the support of the curriculum development team, a translation team, and a technology team.

Oklahoma State adopted assessments will be the Otis-Lennon School Ability Test and the Oklahoma Proficiency Test. The state adopted assessments will be administered as directed by the Oklahoma State Department of Education.

Skills Assessments. The Kansas University team will continue to work with Immersion staff on developing a fifth grade level Cherokee language assessment to be administered in April. A standardized math assessment reflecting Cherokee objectives will be administered in Cherokee in April. A writing test similar to the fifth grade writing test mandated by Oklahoma State Department of Education will be conducted in Cherokee in February. The panel of evaluators will include the following: One fluent Cherokee Speaker from outside the Immersion School, one fluent Cherokee speaker from within the Immersion school, and one certified elementary school non-speaker with experience in preparing students for standardized writing tests. This panel will utilize a writing rubric to maintain consistency in evaluation individual students writing. A writing test similar to the fifth grade writing test mandated by Oklahoma State Department of Education will be conducted in English in April. The same or a similar rubric used in the Cherokee writing test will be used.

Staff Evaluations: These evaluations are directed by contract, Cherokee Nation Goal Views and based upon the Oklahoma Criteria for Effective Teachers. Each teacher will have annual personal goals with opportunity to be coached on the goals throughout the

year. Proficiency in Cherokee language, history and lifeways will be assessed regularly with the assistance of other Education Service Programs. (Appendix 8: Teacher Contract)

ASSURANCE

The Oklahoma Charter Schools Act, 70 O.S. Sections 3-130-144, requires the State Department of Education to prepare a list of relevant state and Federal rules and statutes that a charter school must comply with relating to health, safety, civil rights and insurance.

Tsunadeloquasdi Public Charter School assures the Cherokee Nation and the Oklahoma State Department of Education that it will comply with each of the following:

Health Laws: Smoking in Public Places Act (63 O.S. Section 1-1521 thru 1527); Immunizations (70 O.S. Section 1210.191); Asbestos Hazardous Emergency Response Act 15 (U.S.C. 2641 and 40 CFR 763); Oklahoma Hazard Communication Standard (40O.S. Sections 401-424); Drug-Free schools Act (20 U.S.C. Section 7101); Family and Medical Leave Law (Public Law 103-3); Student Smoking Bans (63 O.S. Section 1-1523 and 20 U.S.C. 6081); AIDS Prevention Education (70 O.S. Section 11-103.3); Confidentiality of AIDS Infected Student Multidisciplinary Team (63 O.S. Section 1-502.2); Students Under Influence of Non-intoxicating Beverage, Alcoholic Beverage or Controlled Dangerous Substance Written Policy (70 O.S. Section 24-138); Meningococcal Meningitis (70 O.S. Section 1210.195); Vision Screening (70 O.S. 1210.284); Healthy and Fit Advisory Committees (70 O.S. Section 24-100a); Foods of Minimal Nutritional Value (70 O.S. Section 5-174); Recess and Physical Education (Amended 70 O.S. Section 11-103.9); Administration of Medication (70 O.S. Section 1-116.2).

Health Rules: Acquired Immune Deficiency Syndrome (AIDS) Prevention Education (OAC 210:15-17-1;2) and Health Services (OAC 210:35-3-107)

Safety Laws: Safety Belts for School Bus Drivers (70 O.S. Section 24-121); Safe Workplace and Safety Training of Employees (40 O.S. Section 403); Fire Drills (63 O.S. Section 176); Safe School Committee (Amended 70 O.S. Section 100.5); Safety Goggles (70 O.S. Section 24-117); Reports of Child Abuse (10 O.S. Section 7103 and 21 O.S. Section 826); Driver Education (70 O.S. Section 19-113-123); Transportation Equipment-Inspection (70 O.S. Section 9-101.1); Teacher Training Recognition/Reporting of Child Abuse and Neglect (70 O.S. Section 6-194); CPR Training (70 O.S. Section 1210.199); Sex Offenders (70 O.S. Section 6-101.48 and 70 O.S. Section 57-589); Placement of Student Victims (70 O.S. Section 24-100.6); Lockdown Drills (Amended, 70 O.S. Section 5-148); School bullying Prevention Act (70 O.S. Section 24-100.6); Automated External Defibrillators in Schools Act (70 O.S. Section 1210.200); Felony Offense Conviction (70 O.S. Sections 5-142; 142.1); School Protection Act (70 O.S. Sections 6-140 through 148).

Safety Rules: Transportation (OAC 210:30-5-1.2); Driver Education (OAC 210:15-19-4 thru 12, 210.35-5-45(b)(3) and 210:5-7-44 (e); Athletic Coaches/Care and Prevention (OAC 210:35-3-45h and 210:7-44; 9-44); Tornado Drills (OAC 210:35-3-186).

Civil Rights Laws: Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232 g); Records of Disabled Students (34 CFR 300.562-573); Discrimination based on Religion (42 U.S.C. Section 2000e); Age Discrimination in Employment Act (29 U.S.C. Section 621); Pregnancy Discrimination Act (42 U.S.C. Section 2000e(k) and 70 O.S. Section 6-104); Sex Discrimination: Equal Pay (29 U.S.C. 206(d)(l); Sexual Harassment (25 O.S. Section 1301, Title IX, Title VII); Sex Discrimination: Athletic Programs (Title IX); Rehabilitation Act of 1973, Section 504 (20 U.S.C. Section 701); Americans with Disabilities Act (42 U.S.C. Section 12101); Civil Rights Act of 1963 and Amendments of 1974 (42 U.S.C. 2000C-2); Individuals with Disabilities Education Act (Public Law 105-17); Family Medical Leave Act (29 CFR Part 825).

Insurance Laws: Federal Unemployment Tax Act (26 U.S.C. Section 3301) and Employment Security Act (40 O.S. Section 1-101.

9. Charter School Support

To gage support for Tsunadeloquasdi becoming a charter school, meetings were held with parents and staff. The agenda of the meetings included an overview of the Oklahoma Charter Schools Act, descriptions of other charter schools and anticipated impact on Tsunadeloquasdi. The participants were given a time to ask questions. Letters expressing their support of Tsunadeloquasdi becoming a chartered public school are included in the appendix. (Appendix 8: Letters of Support

10. Charter School Training

Charter School Training Certificates for Corey Bunch, Holly Davis, Casey Ross-Petherick and Gloria Sly are attached. (Appendix 9: Charter School Training certificates.)

Charter School Budget School Year 2011 - 2012

	-	FY 2011	1_	FY 2012	L	FY 2013
Personnel		<u> </u>	\perp		L	
Pre-School (3 yr) Teacher (1. FTE)	\$	43,035.20	\$	44,326.26	\$	45,656.04
Pre-Kindergarten Teacher (4 yr) (1 FTE)	\$	40,560.00	\$	41,776.80	\$	43,030.10
Kindergarten Teacher (1 FTE)	\$	42,432.00	\$	43,704.96	\$	45,016.11
First Grade Teacher (1FTE)	\$	41,600.00	\$	42,848.00	\$	44,133.44
Second Grade Teacher (1 FTE)	\$	43,700.80	\$	45,011.82	\$	46,362.18
Third & Fourth Grade Teacher (1 FTE)	\$	42,432.00	\$	43,704.96	\$	45,016.11
Fifth Grade Teacher (1 FTE)	\$	53,206.40	\$	54,802.59	\$	56,446.67
Sixth Grade Teacher (1 FTE)	\$	41,600.00	\$	42,848.00	\$	44,133.44
P.E. Teacher (1 FTE)	\$	43,264.00	\$	44,561.92	\$	45,898.78
Sr Dir of Cultural Lang (.5 FTE)	\$	37,096.00	\$	38,208.88	\$	39,355.15
Certified Secondary Ed Teacher (1 FTE)	\$	40,425.00	\$	41,637.75	\$	42,886,88
2 Certified Secondary Ed Teachers (.5 FTE)	\$	39,992.00	\$	41,191.76	\$	42,427.51
3 Certified Secondary Ed Teachers (.25 FTE)	\$	32,563.00	\$	33,539.89	\$	34,546.09
Academic Counselor (1. FTE)	\$	41,600.00	\$	42,848.00	\$	44,133.44
Youth Nurse (.5 FTE)	\$	28,184.00	\$	29,029.52	\$	29,900.41
Custodian (1 FTE)	\$	18,782.00	\$	19,345.46	\$	19,925.82
Tutor/Sub (2 PT)	\$	31,200.00	\$	32,136.00	\$	33,100.08
2 Curriculum Developers (1. FTE)	\$	92,019.20	\$	94,779.78	\$	97,623.17
2 Translators (1. FTE)	\$	84,240.00	\$	86,767.20	\$	89,370.22
8 Teacher Assistants (1 FTE)	\$	308,609.60	\$	317,867.89	\$	327,403.92
Bus Driver (1 FTE)	\$	29,660.80	\$	30,550,62	\$	31,467.14
Administrative Assistant (1 FTE)	\$	32,780.80	\$	33,764.22	s	34,777.15
Language Specialist (1 FTE)	\$	43,118.40	\$	44,411.95	\$	45,744.31
Principal (1FTE)	\$	71,385.60	\$	73,527.17	\$	75,732.98
Curriculum Assistant (1 FTE)	\$	19,760.00	\$	20,352.80	\$	20,963.38
Cook (1 FTE)	s	18,720.00	\$	19,281.60	\$	19,860.05
		10,7 20.00	*	13,201.00	*	17,000.03
TOTAL	\$	1,361,966.80	\$	1,402,825.80	\$	1,444,910.57
	<u> </u>					
Fringe Benefits 29.3%	\$	399,056.00	\$	411,027.96	\$	423,358.80
Administrative Support						
Insurance (Property/Liability)	\$	23,200.00	\$	23,664.00	\$	24,137.00
Rent	\$	160,000.00	\$	163,200.00	\$	166,464.00
Utilities	\$	14,800.00	\$	15,096.00	\$	15,398.00
Maintenance	\$	30,000.00	\$	30,600.00	\$	31,212.00
Supplies & Materials	\$	172,915.00	\$	176,373.00	\$	179,901.00
Equipment Purchase	\$	18,000.00	\$	18,360.00	\$	18,727.00
Equipment Lease/Maintenace	\$	30,000.00	\$	30,600.00	\$	31,212.00
Postage	\$	750.00	\$	765.00	\$	780.00
Telephone	\$	1,200.00	\$	1,224.00	\$	1,248.00
TOTAL	\$	450,865.00	\$	459,882.00	\$	
IVIA		100,000.00	-	TJ7,004,UU	-	469,079.00
Student Support						
Transportation	\$	24,500.00	\$	24 000 00	\$	25 400 60
Cafeteria	\$	122,000.00	\$	24,990.00	\$	25,490.00
Extra Curricular	\$		\$	124,440.00	<u> </u>	126,929.00
Textbooks	\$	30,500.00	\$	3,111.00	\$	31,732.00
· · · · · · · · · · · · · · · · · · ·	\$			7,650.00	\$	7,803.00
TOTAL		184,500.00	\$	160,191.00	\$	191,954.00
Total Expenses	\$	2,396,387.80	\$	2,433,926.76	\$	2,529,302.37
Administrative Cost @ 5%	\$	119,819.39	\$	121,696.34	\$	126,465.12
TOTAL	\$	2,516,207.19	\$_	2,555,623.10	\$	2,655,767.49

Tsunadeloquasdi Charter School Budget Narrative

Year 1 - SY 2011 - 2012

Personnel

Pre-school Teacher – \$43,035.20 annual Salary of 1.0 FTE Child Development Associate certified, lead teacher responsible for instructional activities in the 3 year-old classroom.

Pre-Kindergarten Teacher – \$40,560 Annual Salary of 1.0 FTE Child Development Associate certified, lead teacher responsible for instructional activities in the 4 year-old classroom.

Kindergarten Teacher – \$ 42,432 Annual Salary of 1.0 FTE Early Childhood teacher responsible for instructional activities in the Kindergarten classroom.

First Grade Teacher – \$ 41,600 Annual Salary of 1.0 FTE Elementary certified teacher responsible for instructional activities in the first grade classroom.

Second Grade Teacher – \$ 43,700.80 Annual Salary of 1.0 FTE Elementary certified teacher responsible for instructional activities in the second grade classroom.

Third and Fourth Grade Teacher - \$ 42,432 Annual Salary of 1.0 FTE Elementary certified teacher responsible for instructional activities in the combination third and fourth grade classroom.

Fifth Grade Teacher – \$ 53,206.40 Annual Salary of 1.0 FTE Elementary certified teacher responsible for instructional activities in the fifth grade classroom.

Sixth Grade Teacher - \$ 41,600 Annual Salary of 1.0 FTE Elementary certified teacher responsible for instructional activities in the sixth grade classroom.

Physical Education Teacher – \$ 43,264 Annual Salary of 1.0 FTE Physical Education certified teacher responsible for physical activities for all students from 3-years old through eighth grade.

Senior Director of Cultural Language - \$ 37,096 Annual Salary of 0.5 FTE

Seventh Grade Teacher – \$ 40,425 Annual Salary of 1.0 FTE Secondary certified teacher responsible for instructional activities in the seventh grade classroom.

Secondary Education Teachers - \$ 39,992 Annual Salaries of two 0.5 FTE Secondary certified teachers responsible for instructional activities in the eighth grade reading, Language Arts and physical education.

Secondary Education Teachers - \$32,563 Annual Salaries of three 0.25 FTE Secondary certified teachers responsible for instructional activities in the eighth grade math, science, and social studies classes.

Academic Counselor - \$ 41,600 Annual Salary of 1.0 FTE certified Academic Counselor responsible for counseling activities for all students from 3-years old through eighth grade.

Youth Nurse - \$28,184 Annual Salary of 0.5 FTE registered nurse responsible for assessing illnesses for all students from 3-years old through eighth grade.

Custodian - \$18,782 Annual Salary of 1.0 FTE custodian responsible for cleaning the two modular Building housing all Tsunadeloquasdi staff. from 3-years old through eighth grade.

Tutor/Substitute - \$31,200 Annual Salaries of two 0.5 FTE staff responsible for tutoring students from age 3-year old through third grade and substituting in the classroom for all classrooms from 3-years old through eighth grade.

Curriculum Developer - \$92,019.20 Annual Salaries of two 1.0 FTE staff responsible for developing Cherokee curriculum that is aligned with Oklahoma's Priority Academic Student Skills.

Translators – \$84,240 Annual Salaries of two 1.0 FTE staff responsible for translating English documents into Cherokee for use in the curriculum.

Teacher Assistants - \$308,609.60 Annual Salaries of eight 1.0 FTE staffs responsible with assisting the certified teacher in educational activities for all students from 3-years old through eighth grade.

Bus Driver - \$29,660.80 Annual Salary of 1.0 FTE licensed CDL bus driver that transports students on field trips and to the cafeteria on rainy days.

Administrative Assistant - \$32,780.80 Annual Salary of 1.0 FTE staff responsible for performing all office duties such as answering the telephone, copying, greeting visitors and assisting with completing all reports and paperwork associated with the school.

Language Specialist - \$43,118.40 Annual Salary of 1.0 FTE staff responsible for working with the principal, assists with supervision of classroom teachers and teaches music classes.

Principal - \$71,385.60 Annual Salary of 1.0 FTE certified School Administrator responsible for overseeing the day-to-day operations, ensuring the curriculum is developmentally and academically appropriate for the students, assigning staff and other personnel, monitoring the budget, submitting all reports as required by Cherokee Nation and the Oklahoma State Department of Education.

Curriculum Assistant - \$19,760 Annual Salary of 1.0 FTE staff responsible for working with the curriculum developers, assists with copying, typing, binding and other duties is production of curriculum materials.

Cook - \$18,720 Annual Salary of 1.0 FTE staff responsible for preparing meals, snacks and ensuring food preparation meets all health and safety codes.

Physical Education Teacher – \$43,264 Annual Salary of 1.0 FTE Physical Education certified teacher responsible for physical activities for all students from 3-years old through eighth grade.

Fringe Benefits

Are calculated at the current rate of 29.3% of salaries and consist of: FICA, ESC, financial savings/loans, investment plans, insurance (healthy, dental, medical, life, disability, and auto), retirement benefits, legal assistance, etc. for eligible Cherokee Nation employees.

Administrative Support

Insurance (Property and Liability) - \$1,933.00 per month x 12 months. This is the cost for insurance on the equipment, furniture, fixtures, etc in the buildings and injury of individuals while on the property.

Rent - \$13,333.00 per month x 12 months. This is space cost for 2 buildings and 2 classrooms located in The place where they play.

Utilities - \$1,233 per month x 12 months. This is the cost of the utilities for each month based on costs incurred during the 2010-2011 School Year.

Maintenance - \$2,500 per month x 12 months. This is the cost of cleaning and daily upkeep of the Tsunadeloquasdi classrooms and office space.

Supplies and Materials - \$14,410 per month x 12 months. Classroom supplies (paper, pencils, art supplies, etc) and supplies utilized by the Curriculum staff to produce materials (books, posters, work sheets, CDs, etc).

Equipment Purchase - \$1,500 per month x 12 months. This is for computers, teacher furniture, classroom furniture for the sixth grade classroom.

Equipment Lease/Maintenance - \$2,500 per month x 12 months. This is the lease and maintenance contracts for copiers located in each of the three buildings.

Postage - \$62.50 per month x 12 months. This is the cost of postage for newsletters, progress reports and other communication to parents, teachers, administration and other community members.

Telephone –\$100.00 per month X 12 months. These phones are located in each classroom, office, reception area, and teacher work area.

Student Support

Transportation - \$2,042 per month x 12 months. This is the cost of mileage and fuel for student transportation to lunch, field trips, and other school related activities.

Cafeteria - \$10,167 per month x 12 months. This is the cost of contracting meals from Sequoyah Schools (breakfast, lunch and snacks for 120 students x 22 days per month).

Extra Curricular - \$2,542 per month x 12 months. This is the cost of admissions, equipment, uniforms, etc.

Textbooks - \$625.00 per month x 12 month. These are the textbooks needed by the seventh and eighth grade students.

Administrative Cost – This is the amount charged by Cherokee Nation to record contract costs according to categories of the approved budget. Identifying the receipt and expenditure of funds separately for each funding source.

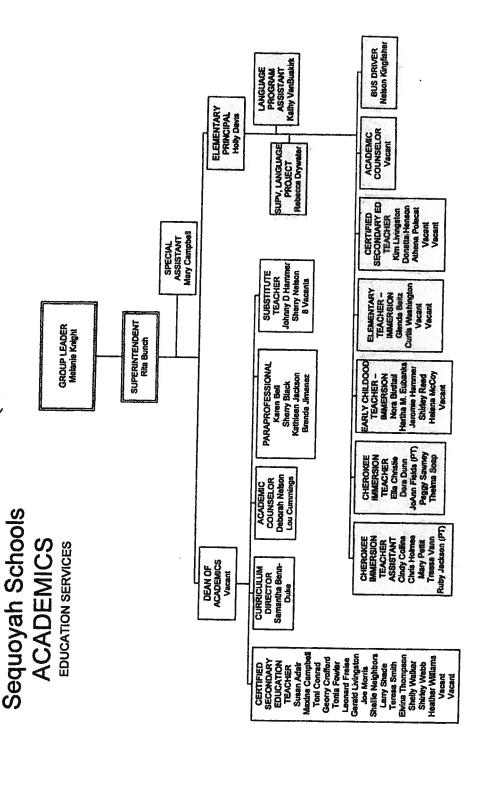
Tsunadeloquasdi Charter School Budget Narrative

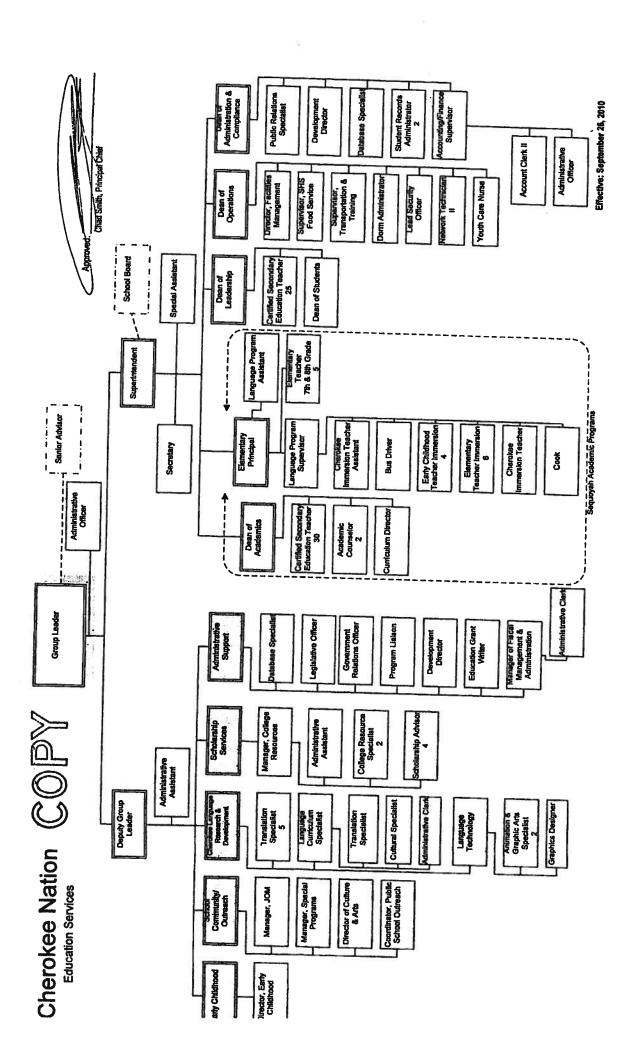
Year 2 - FY 2012 and Year 3 - FY 2013

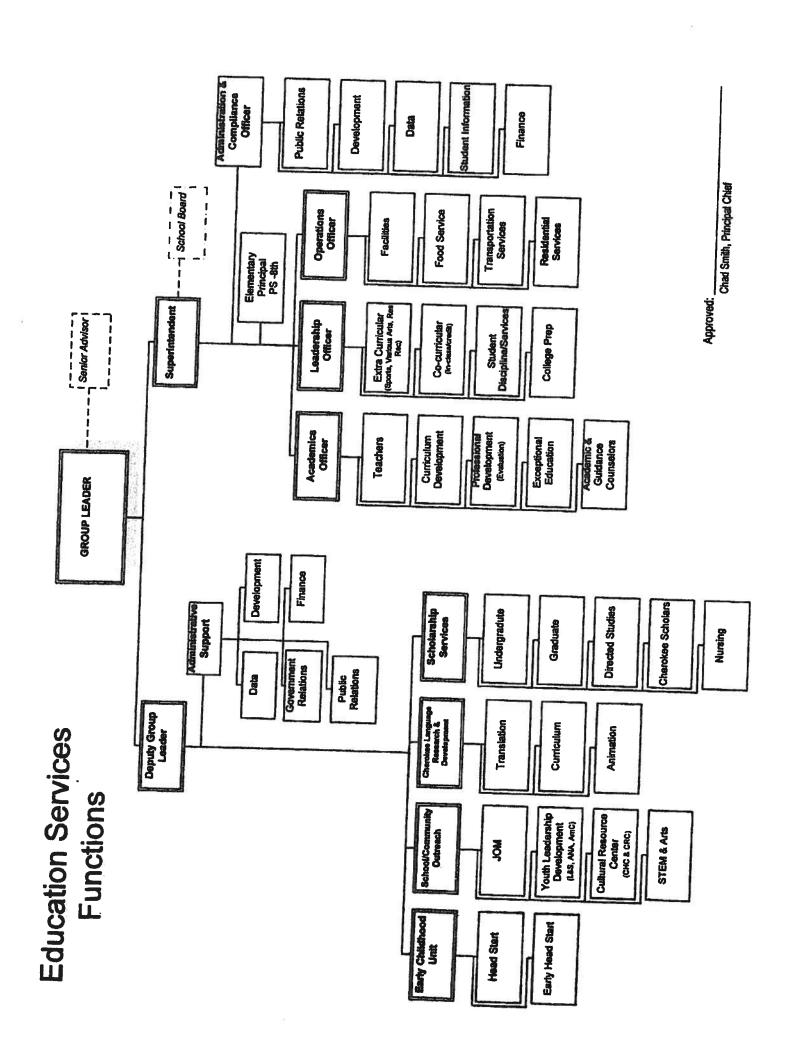
Each of these budgets have been prepared with modest increase of expenditures of 3% for personnel for each year and 2% in other categories of the budgets.

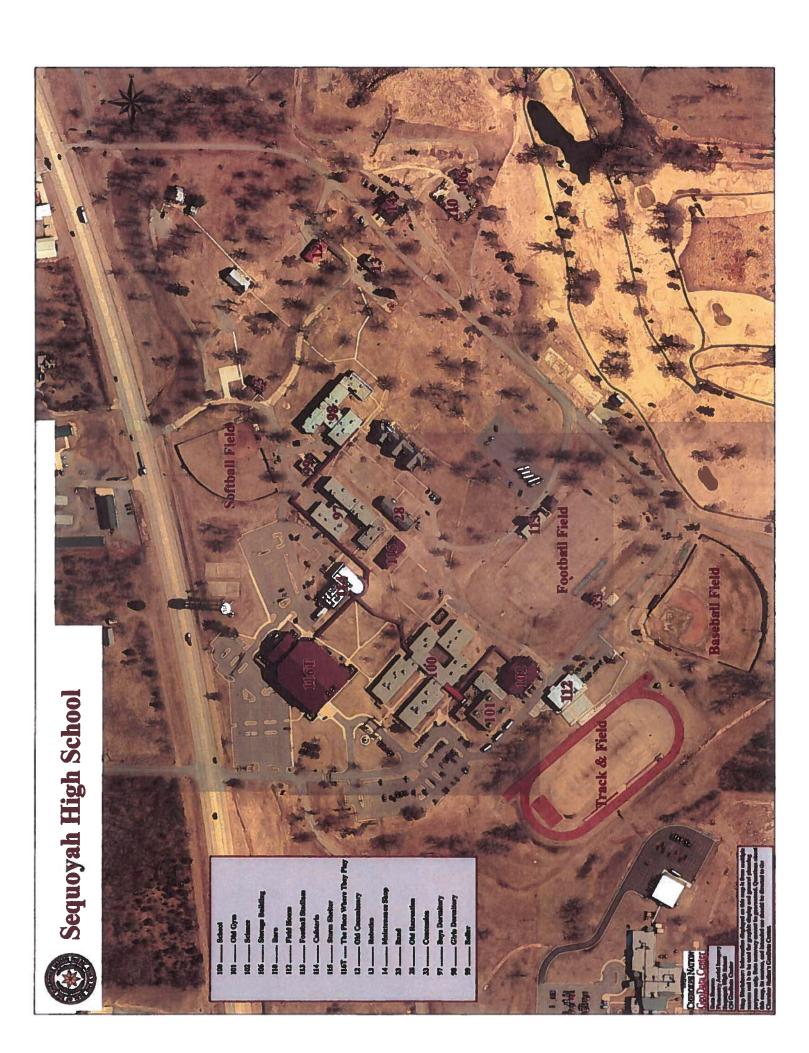
Appendix

- 1. Tsunadeloquasdi Organizational Chart
- 2. Sequoyah School Campus Map
- 3. Charter Resolution
- 4. Tsunadeloquasdi Application for Admission
- 5. Cherokee Nation Employment Policy
- 6. Modular Building #1 Floor Plan
- 7. Modular Building #2 Floor Plan
- 8. Blank teacher Contract
- 9. Letters of Support
- 10. Charter School Training Certificates











LYW ISCIEJSEQUOYAH SCHOOLS



P.O. Box 520 • Tahlequah, OK. 74465 (918) 453-5400 • (888) 467-4746

OhGJ Chad "Corntassel" Smith Principal Chief

ILO @ IO ho Joe Grayson, Jr. Deputy Principal Chief

Tsalagi Tsunadeloquasdi Application for Admission

2011-2012

Dear Parents:

Osiyo! Thank you for your interest in the Cherokee Nation Language Immersion School. Our admissions process will be a little different as we are in the process of becoming a part of Sequoyah Schools. Please read every page of the application carefully. Be sure to sign in each required area and submit the completed application to the Tsunadeloquasdi office no later than Friday, May 13. We will need for each document to be completed and submitted before the application is considered complete.

By completing and submitting this application for admission to Tsalagi Tsunadeloquasdi, you demonstrate your understanding that this is a full-immersion Cherokee language school, and you will assist your child in becoming a fluent speaker and literate reader and writer of the Cherokee language. Please realize that this is a long-term commitment. We are preparing our students to be fluent in Cherokee language and demonstrate Cherokee intelligence and leadership; our goal is NOT to prepare them for entrance into public schools, though our course curriculum does align to Oklahoma Priority Academic Student Skills standards.

We appreciate your support and look forward to a strong academic and cultural year as our school continues to grow. Wado.

Rebecca Drywater	Holly Davis
Language Project Supervisor	Principal, Immersion School

2011-2012

Tsalagi Tsunadeloquasdi Admissions Application Check-List ALL APPLICATIONS MUST HAVE THE FOLLOWING LIST OF DOCUMENTS! ADMINISTRATION WILL NOT REVIEW INCOMPLETE APPLICATIONS!

Student:_		Grade applying for:		
Date:	Date: School year:			
Last scho	ol attende			
(include p	ohone nun	nber)		
	page	#		
(01	der in ap	plication) Student Enrollment Application		
	1	Letter To Parents		
	2	Admissions Application Check-List		
	3	Identification		
	4	Family & Background Information		
	5	Schools Previously Attended		
	6	Admissions and Continuing Enrollment Criteria		
	7	Check Out Form		
	8	Background Information		
	9-10	Parental Consent Forms		
183	11	Student Code of Conduct		
	12	Student Policies		
	13-14	Commitment to Education		
	15-16	Internet Policy		
	17	Screening Permission		
		You will also need:		
	Recent photograph of applicant			
	Immunization record			
	Copy of CDIB and Proof of Tribal Membership			
	Copy of Birth Certificate			
	Copy of Social Security Card			
	Copy of Health/Medical Insurance Card (if coverage)			
		ppointed Parent or Legal Guardian <u>must</u> provide legal documentation		

REVISED 04/19/11

Student Enrollment Application Tsalagi Tsunadeloquasdi

2011-2012

DATE:	
Term Applying for:	
Fall	
Spring	

		Spring	
Name of School: <u>Cherokee Nation Im</u>	Student Age	·	
(PLEAS	E PRINT OR TYP	E)	del
1. IDENTIFICATION	Social Security	y Number:	
Name of Student:Last	First		Middle
Address:			
City:			
Date of Birth:/ Hospital or	Clinic Used:	Chart #:	
Place of Birth:		Gender: Male () Female (
Do you live with: Mother () Father () Legal Guardian () Other ()	
Tribal Affiliation:		Degree Indian:	
Tribal Enrollment Number:			
Religious Affiliation (Optional):			
Dominant language spoken in the home:			ŷ.

Revised 04/11

Student Name:	

2. FAMILY AND BACKGROUND INFORMATION:

IMPORTANT – PLEASE NOTIFY THE ADMISSIONS OFFICE IMMEDIATELY IF ADDRESS OR PHONE NUMBERS CHANGE!

Parent(s) or Legal Guardian(s) - Circle	e one or both for custodial parent/guardian
Father:	Mother:
Address:	Address:
Tribal Affiliation:	Tribal Affiliation:
Living () Deceased () Date:	Living () Deceased () Date:
Occupation:	Occupation:
Employer:	Employer:
Telephone: Work Home Emergency Email GUARDIAN INFORMATION	Home Emergency
APPROPRIATE LEGAL DOCI If the student does not live with either particle student is a ward of the court, attained applicant who will be same: Address:	DATE OF THE PARTICLE OF THE PA
Telephone: Work Home	
Emergency Email	

			Grade:
			
g:		· · · · · · ·	
YES ()	NO ()
			Grade:
YES ()	NO ()
	-	•	•
for his/her by the sch	adn ool l	nission to pefore the	this school. e student is admitted.
775		Date	
	YES (YES (YES (YES (YES (YES () YES () YES () YES ()	YES () NO (The school before the s

Failure to provide inclusive and accurate information could result in immediate dismissal.

Tsalagi Tsunadeloquasdi Admission and Continuing Enrollment Criteria

Student's Name:	
Student Signature	Date
health and safety of all students at Sequoyah Sc at their discretion exercise search, seizure, an	gree for reasonable cause and essential to assuring the hools, staff, acting in attendance in loco parentis, may d drug testing while my student is in attendance a compliance with 25CFR-part 42.3,(b), (Rights of the C)(Drug Free School and Campuses).
Parent/Legal Guardian Signature	Date

PARENT or LEGAL GUARDIAN & STUDENT MUST SIGN FORM

Tsalagi Tsunadeloquasdi Check Out Form

(Please print or type) Student legal name:			G	rade:
SSN:	Sex	: M F		/B:
Address:			State:	7in:
Father:				гар
Address:			State:	Zin:
Father's home phone:	Fa	ther's work	phone:	
Father's cell Phone:	Fath	er's email		
Mother:				
Address:			State:	Zin:
Mother's home phone:	M o	ther's work	phone:	
Mother's cell phone:	Mot	her's email		
Legal guardian (if not parent):				
Address:	City:		State:	Zip:
Home phone:				
IN CASE OF EMERGENCY				
Home phone:	Work phone:		Relati	onship
PERSON(S) AUTHORIZE (MUST	D TO CHECK OUT ST BE 21 OR OLDER or 1	UDENT DU	JRING SCHO LING)	OOL HOURS
NAME, RELATIONSHIP, PHON	E NAM	E, RELATIO	ONSHIP. PH	IONE
NAME, RELATIONSHIP, PHON	E NAM	E, RELATIO	ONSHIP, PH	ONE
This authorized list will remain st must be submitted in writing ot be allowed to leave school winardian.	or in Derson by the na	arent(s) and	/or mordia	n(s) Studente mill

Tsalagi Tsunadeloquasdi – Background Information

Student Name:	
EDUCATIONAL INFORMATION	
1. List all schools student attended in the last year	•
 Did student miss 15 or more days in the last sch Has student ever been suspended? Yes () No If yes, date and reason must be given Has student ever received extra help in school? If yes, please circle one of the following? Tut 	Yes () No ()
MEDICAL INFORMATION	
 Does student have any medical problems which needs medical care while in school? Yes() Does the student have any allergies of which we List any medication taken regularly: Does student wear glasses or contacts? Yes () Hearing and/or ear problems? Yes () No () SOCIAL INFORMATION	No () If yes, please attach doctor's statement should be aware? Yes() No() No () Examination needed? Yes () No ()
 Is student a ward of the court? Yes () No () I Has student ever received counseling? Yes () Name	No ()
I, the parent/legal guardian of the above mention provided is true and accurate to the best of my known verify all information. Any false statement of information in application will result in denial of	ledge and I understand that Sequoyah Schools will r misrepresentation or omission of required
Student Signature	Parent/Legal Guardian Signature
DADENTE - LECAL CITADDIANA	

PARENT or LEGAL GUARDIAN & STUDENT MUST SIGN FORM

PARENTAL CONSENT FOR HEALTH SERVICES

Student	Name:	Birth Date:
I (We), _		
have read health ser	the Consent Form for the vices for this child:	Indian Health or other to arrange for or to provide the following
1.	Transport student to and from	om medical facilities for services.
2. Emergency health care for accidents or illness.		
3.		lical and physical examinations, immunizations, , x-ray procedures and skin tests.
4.	Dental Care including deninecessary emergency care.	tal examinations, preventive use of fluorides and
5.	Mental health services incl	luding evaluation and treatment as necessary.
6.	Vision and hearing screening	ngs
7.	Give Permission for Imme	rsion to give your childTylenolCough dropTums
Exception	ons or Special Instructi	ions:
	carry health/medical in ease provide copy of in	surance on student?surance card)
prescribed understand	by a physician if the medical that all prescription medici	apervisor, or the Supervisor's designee to administer medication ation is in the original container and properly labeled. I must be registered with the school nurse, Principal, or don the "Log of Administration of Medicine".
The unde Tsunadel	ersigned hereby gives co loquasdi to obtain medic	onsent for all the above services and authorizes Tsalagical treatment for the student.
Tsalagi Tsı	nt of an emergency requiring unadeloquasdi or the employ effects sustained as a result	s such treatment the under-signed agrees that under state law, yees of the school shall not be held liable for injuries, reactions, of medical treatment
Signed _		Relationship
Address	(Parent/Legal Gua	Relationship
rnone		Date

PARENT or LEGAL GUARDIAN MUST SIGN FOR CONSENT

PARENTAL CONSENT FORM

Student's Name:	D.O.B.:
Emergency numbers:	
1. FIELD TRIPS	
I (We) hereby grant permission for the activity trip as approved by Tsalagi Tsu	above student to participate in any organized school sponsored inadeloquasdi administration.
I (We) understand the students will be j his/her safety.	properly chaperoned and all precautions will be taken to insure
I understand that parents will be notified	d prior to any field trips that take place outside the local area.
or exhibit purposes as approved by repre Department, Sequoyah Schools, or other	herokee Nation, Sequoyah Schools, and Tsalagi tudent's photograph and name for public information, internet esentatives of the Cherokee Nation Communications approved agencies. It is clearly understood that no royalty,
release. Signature of Parent/Legal Guardian	ter will become payable to me by reason of such use or Date
Samuel and Samuel Mail	Date
PARENT or LEGAL GUAR	DIAN MUST SIGN FOR CONSENT
PAGE REVISED 04/11	

STUDENT CODE OF CONDUCT

The following rules and regulations shall apply to <u>all</u> enrolled students of Sequoyah Schools and remain in effect during the academic year for the purpose for establishing and maintaining an orderly atmosphere conducive to an effective teaching -learning-living environment appropriate with approved educational programs:

- 1. The use and/or possession of the following are prohibited: (A) alcoholic beverages; (B) illegal drugs, such as marijuana; (C) sniffing volatile fumes such as paint, glue, gasoline, etc.; (D) tobacco products.
- 2. Unauthorized leave from the campus of the following types will not be tolerated: (A) absent without official leave AWOL; (B) absences from the classroom, assembly, or other school functions; (C) excessive tardiness; (D) excessive absences.
- 3. Use or possession of the following is prohibited: fireworks or explosives, firearms, knives or other dangerous weapons such as home made letter openers, etc.
- 4. None of the following will be tolerated and may lead to legal prosecution: (A) theft; or (B) damage to private property; (C) unauthorized entry of school or personal property; (D) gambling; (E) being under the influence of alcohol; or (F) under the influence of drugs.
- 5. Disrespectful violent or defiant actions, disruptive in nature, including but not limited to, the following are not permitted; (A) striking an employee; (B) fighting; (C) threatening or bullying other students or employees intimidation; (D) swearing or vulgar language; (E) obscene gestures.
- 6. Engaging in defacement or destruction of personal or school property is prohibited. This would also include any act of desecration of the American flag.
- 7. Willful or defiant disobedience to a reasonable request by a staff member shall be a violation of school rules and may result in suspension or expulsion.

"I,accepted as a studen	t at Sequoyah Schools, I agree to abide by the rules as stated above."
Date	Student Signature
"I,	ild to abide by the prescribed 'Code of Conduct', I further agree to cooperate in nary problems that may involve my child."
Date	Parent/Legal Guardian Signature

PARENT or LEGAL GUARDIAN & STUDENT MUST SIGN FORM

Tsalagi Tsunadeloquasdi

Student Policies

The staff of Tsalagi Tsunadeloquasdi strives to provide a positive learning environment for our students. The school's major goals are to encourage strong academic progress and to create a safe, effective classroom and dormitory situation.

Search and Confiscation Policy

Periodic random searches for illegal drugs and alcohol, weapons, and other contraband may be made. Searches may be conducted in classrooms, dormitory rooms, lockers, on campus, personal luggage, and/or person of student. Searches may be conducted with a dog trained to detect illegal drugs and alcohol; provided searches of students will be done by person of same sex with a witness present. Illegal items will be promptly confiscated when found. Parents would be contacted in this instance. Disciplinary action will result.

Clothing Policy

Any wearing apparel that signifies gang membership, items with gang connection such as handkerchiefs, "rags", necklaces, and/or other clothing depicting any drug, tobacco, liquor, or explicit/implied sexual connotation, oversized garments/ "sagging" clothing, and overalls with unbuttoned straps are prohibited. Furthermore, any clothing decided by the Sequoyah Schools administration to be gang-related, vulgar, or inappropriate will be banned.

My signature below indicates that I have been inf the above policies.	ormed of these policies and agree to abide
Student Signature	Date
Parent/Legal Guardian	Date

PARENT or LEGAL GUARDIAN & STUDENT MUST SIGN FORM

by

Sequoyah Schools

Commitment to Education

THESE PROMISES ARE VOLUNTARY COMMITMENTS MADE BY INDIVIDUALS TO THEMSELVES AND TO OTHERS.

As a student....

I promise to...

- * attend school regularly.
- * work hard to do my best in class and and schoolwork.
- * help keep my school safe.
- * ask for help when I need it.
- * respect and cooperate with other students and adults.
- * respect other students right to learn by not disrupting class.
- * abide by the parent/student handbook.
- *respect the teachers, administrators, and staff of Sequoyah Schools.
- * respect my body and maintain a drug free/ violence free school.
- * respect the cultural and individual differences of others.

I need...

- * teachers and staff who care about me.
- * people who believe I can learn.
- * schools that are safe.
- * respect for my culture and me as an individual.
- * a family and community that support me.
- * time with caring adults.
- * to be treated fairly and consistently by all.
- * to follow school rules and be expected to abide by them.

My personal promise:

Student Name	
Student Signature if able	
Date	

STUDENT MUST SIGN FORM

Tsalagi Tsunadeloquasdi

Commitment to Education

THESE PROMISES ARE VOLUNTARY COMMITMENTS MADE BY INDIVIDUALS TO THEMSELVES AND TO OTHERS.

As a Parent/Caring Adult...

I promise to...

- * have high expectations for my child as an individual.
- * help my child attend school and be on time.
- * find a quiet place for school work and make sure work is done.
- * help my child learn to resolve conflicts in positive ways.
- * communicate and work with teachers and school staff to support and challenge my child.
- * abide by the parent/student handbook.
- *respect the teachers, administrators, and staff, and other families of Tsalagi Tsunadeloquasdi and Sequoyah Schools.
- * respect the cultural and individual differences of others.
- * attend school events and functions as much as possible to support and encourage.
- * be a positive role model.
- * encourage my child to speak the Cherokee Language both in school and at home.
- * make attempts to create opportunities for my child to speak Cherokee outside of school.

I need...

- * teachers and staff who respect my role as a parent/caring adult.
- * clear and frequent communication with school.
- * respect for my culture and my children as individuals.
- * a community that supports families.
- * advanced notice of school activities. so I can make arrangements to attend.

My personal promise:

Student Name (please print)	
Parent/Caring Adult Signature	
Date	



Tsalagi Tsunadeloquasdi



Acceptable Internet Use Policy Form

Student's Last Name	Student's First Name
Grade	Home Phone

Introduction:

The Internet links thousands of computer networks around the world, providing Sequoyah Schools students access to a wide variety of technological and informational resources.

Sequoyah Schools does not have control of the information on the Internet. Some sites accessible via the Internet may contain material that is inappropriate for educational use in a K-12 setting. Cherokee Nation does not condone the use of such materials and does not permit usage of such materials in the school environment.

Sequoyah Schools specifically denies any responsibility for the accuracy or quality of information obtained through its Internet accounts.

Student Guidelines:

Students are expected to follow all guidelines stated below as well as those given verbally by the staff and to demonstrate ethical behavior in using the network facilities. Students are also expected to realize that the opportunity to use the network and the Sequoyah Schools facilities go hand in hand with using computer hardware, software, and the Internet in a responsible manner. Any actions that might harm the computer equipment or software, or impair its effective use, or showing disregard for the proper procedures will not be tolerated. Access is a privilege, not a right.

- 1. Before use, all students will receive an overview of the aspects of security and ethics involved in using the Sequoyah, and Immersion Schools network.
- 2. Students may not allow others to use their account name and/or their password. To do so is a violation of the Acceptable Use Policy.
- 3. Any action by a student that is determined by the instructor or a system administrator to constitute inappropriate use of the Internet at Sequoyah Schools or to improperly restrict or inhibit others from using the Internet is a violation of the Acceptable Use Policy.
- 4. Transmission of material, information or software in violation of any school district policy, or local, tribal, state or federal law is prohibited and is a breach of the Acceptable Use Policy.
- 5. Transmission of a minor's personal information is strictly prohibited.

Violating the Acceptable	Use Policy ma	y result in:
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- Restricted network access
- Loss of network access
- Suspension or expulsion from Sequoyah Schools
- Disciplinary or legal action including, but not limited to, criminal prosecution under appropriate tribal,
 state and federal laws.

In order to ensure efficient system operation, the System Administrator has the authority to monitor all accounts.

Student Access Contract:

Parent's/Guardian's Work Phone

I understand that when I am using the Internet or any other telecommunication environment, I must adhere to all rules of courtesy, etiquette and laws regarding access and copying of information as prescribed by tribal, federal, state or local law and Cherokee Nation Internet Policy.

My signature below, and that of my parent(s) or guardian(s), means that I agree to follow the guidelines of the Acceptable Use Policy for Internet access at Sequoyah Schools.

Student Signature	Date
Parent or Guardian Agreement:	
If the applicant is under the age of 18, a parent or g	guardian must also read and sign this agreement.
policy with your son or daughter. If you would I	this consent form. Each instructor has already discussed this like more information about the Sequoyah Schools internet ormation Systems help desk at (918) 456-0671 Ext. 2739.
As the parent or guardian of this student I have read the Acceptable Use Policy for Sequoyah Schools internaccess. I hereby give my permission for my child to use the Internet through classroom curriculum projects.	
Parent/Guardian Name	Parent/Guardian Signature

Date

PARENT or LEGAL GUARDIAN & STUDENT MUST SIGN FORM

Tsalagi Tsunadeloquasdi

Health & Wellness Screenings

I, as Parent / Legal Guardian of	ams, offered by the Cherokee Nation Health Services and
permission for the following screening exa Northeastern State University:	ams, offered by the Cherokee Nation Health Services and
 Dental Screening Exam Speech & Hearing Exam Vision Screening Exam 	
It is my understanding that these are screen providers are to reveal possible needs of m	nings only. Any recommendations made by the screening by child in these areas.
I further understand that we, as parents/leg Nation Clinic, Indian Health Service, or ou address attention to the needs specified, if	al guardians, are advised to contact the nearest Cherokee or private family doctor specializing in these areas, to any.
In closing, I understand that the Cherokee Speech and Hearing Department, and Nort offer assistance in better health care in our	Nation Health Services, Northeastern State University heastern State University College of Optometry strive to communities.
Parent / Guardian Signature	
Date	

CHEROKEE NATION

POLICY CHAPTER:	Employment Policy	CHAPTER #:	II
SUBJECT:	Replacements/Additions To Staff	SECTION- SUBSECTION:	D
EFFECTIVE DATE:	07/08/02	SUPERSEDES MATERIAL DATED:	09/24/01
APPROVED BY:		DATE:	06/24/02

PURPOSE

To provide a system by which staff can be replaced and added.

POLICY

It is the policy of Cherokee Nation that recruiting and selection procedures in place are objective and consistently applied.

PROCEDURE

A. REQUESTING REPLACEMENTS OR ADDITIONS TO STAFF

- When a position is vacated that requires a replacement, the Hiring Manager shall
 review the existing <u>Job Description</u> for the position to ensure it reflects the current
 job duties and standards prior to initiating a <u>Personnel Requisition Form</u>. The
 Personnel Requisition Form requires approval by two levels of management, one
 being the Executive Director.
- 2. The Hiring Manager must ensure an approved job description for a new position is on file in Human Resources prior to submitting a requisition.

B. STEPS IN HIRING

- Upon receipt of a Personnel Requisition Form, Human Resources shall conduct a
 record search for recall of any qualified laid-off employee(s). If the position is not
 filled by a qualified, laid-off employee, the position shall be announced.
 Applications for current employees will be considered prior to external applicants.
- If a need to advertise the vacancy is determined, Human Resources shall coordinate with the Purchasing Department to place advertisements in identified media.
- 3. Human Resources shall review all applications, eliminate those that do not meet the applicable criteria, and rank the remaining according to qualifications. The Hiring Manager may request to review all applications received for a vacant position.
- 4. The Hiring Manager shall conduct interviews with all referred candidates and make a selection.
- The Hiring Manager shall notify Human Resources of the selected applicant by submitting a <u>selection memo</u> accompanied by a completed <u>Employee Action</u> <u>Notice (EAN)</u> and all other appropriate documents.
- Human Resources shall perform all necessary background checks on the selected applicant.
- The selected applicant's employment package is forwarded to the Executive Director of Human Resources or written designee for final approval.
- 8. Upon receipt of the approved EAN, Human Resources shall extend a job offer.

 The applicant should not be informed of his/her chances of employment at any time during the hiring process.
- Human Resources shall notify all applicants not selected via mail after the position has been filled.

C. DISQUALIFICATION

An applicant may be disqualified from consideration for employment if he or she:

- 1. fails to meet job qualifications for the position they are applying for;
- 2. has made a false statement of material fact on the application form or supplements thereto as determined by the Executive Director of Human Resources;
- has committed or attempted to commit a fraudulent act at any point in the selection process;
- 4. is not a citizen or legal resident of the United States at the time application is made;
- 5. for any other reasonable grounds relating to job requirements.

D. TEMPORARY POSITIONS REQUIRING SHORT TERM EMPLOYMENT – UP TO 180 DAYS

- A temporary position may be justified when conditions severely hamper Cherokee Nation in effectively delivering client programs, products, and services.
- 2. Normally, temporary positions are:
 - a. an addition to staff for a period of six months or less in duration; or,
 - b. the temporary replacement of a regular full-time or regular part-time employee who has been temporarily relieved of duty for a bona fide reason for a period of six months or less.
- 3. Intermittent, substitute, or locum tenens employees are exempted from this provision.
- 4. Hiring Managers shall not initiate requests for temporary positions if there is a

bona fide and justifiable requirement for a regular full-time or regular part-time employee.

- 5. When a temporary position is added, a <u>memorandum of justification</u> must accompany the <u>Personnel Requisition Form</u> from the Hiring Manager.
- The Personnel Requisition is forwarded to Human Resources where a file search
 is conducted of qualified applicants.
- 7. Written requests for the extension of a temporary hire shall require the approval of the Executive Director and Human Resources.
- 8. Should a temporary employee become a regular full-time or regular part-time employee, the time spent in the temporary position will not be counted towards the employee's introductory period.

E. EMERGENCY EMPLOYMENT

- Whenever an emergency exists which requires the immediate need for personnel, Hiring
 Managers shall submit a <u>Personnel Requisition Form</u> signed by the Executive Director
 accompanied by a <u>memorandum of justification</u> and a recommendation.
- If a recommendation from the Hiring Manager is not submitted, Human Resources shall conduct a file search for qualified applicants.
- Emergency replacement shall not normally exceed thirty (30) calendar days.
 Written requests for the extension of an emergency hire shall require the approval of the Executive Director and Human Resources.

F. MEDICAL EXAMINATION

A person considered for employment may be required to undergo a medical examination.

G. RESIDENCE REQUIREMENTS

There are no absolute residence requirements for tribal employment; however, employees likely to be called back to work in case of emergency or "on call employees", may be required to reside within reasonable commuting ranges of their place of work.

H. PROMOTIONS

A promotion occurs when an employee is selected for a position resulting in a salary increase. Employees who wish to apply for a promotion must complete a Promotion/Transfer Form securing their supervisor's signature acknowledging their intention to apply.

- Consideration for promotion shall be limited employees who have completed 60 days of their employment and are not currently in the discipline track.
- 2. Discipline track is defined as having an active disciplinary action on file in the employees' official personnel file in Human Resources.

I. CAREER LADDER PROMOTION OR TRANSFER

A career ladder promotion or transfer occurs when an employee is promoted or transferred into a position for which they are qualified within an approved career ladder and may result in an increase in pay.

- Consideration for a career ladder promotion or transfer shall be limited to regular full-time and regular part-time employees who have completed their introductory period and are not currently in the discipline track.
- Career ladder promotions or transfers may be effected at the discretion of management and subject to budgetary constraints.
- The affected Program/Department Director, the affected
 Program/Department Executive Director, and the Executive Director of
 Human Resources must approve career ladder promotions or transfers.

4. Requests for career ladder promotions must contain a <u>justification memo</u> and <u>Employee Action Notice.</u>

J. TRANSFERS

A transfer is the assignment of an employee from one position to another not involving a pay increase. In all transfers, the employee must be qualified and able to perform the duties of the position to which the transfer is contemplated.

K. LATERAL TRANSFER

A Lateral Transfer occurs when an employee leaves one position for another position not resulting in a change in pay. Employees who have completed 60 days of their introductory period may apply for job vacancies that would result in a lateral transfer. The employee must complete the appropriate form securing their supervisor's signature acknowledging their intention to apply.

L. ADMINISTRATIVE TRANSFERS

- Administrative transfers may be effected for the purpose of best utilizing the
 talent and skills of the work force at the discretion of management.
 Administrative transfers shall not be deemed an adverse action and are not
 subject to any type of appeal.
- Administrative transfers shall not be used as an employee promotion procedure, and shall not result in an increase in pay.
- 3. Administrative transfers must be approved by the affected Executive Director and the Executive Director of Human Resources.

M. TRANSFER DATE

An employee must give a two-week notice to the releasing supervisor unless an agreement is reached between the releasing supervisor and the acquiring supervisor regarding the transfer date.

N. VOLUNTARY DEMOTION

A voluntary demotion occurs when an employee is selected for a position having a lower

salary. Employees who have completed 60 days of their introductory period may initiate a request to transfer to a lower job classification. The employee must complete the appropriate form securing their supervisor's signature acknowledging their intention to apply.

O. DETAILS OF ASSIGNMENT/INTERIM POSITIONS

Management shall have the right to detail work and assign staff to special projects as needed in order to fulfill its mission. Details of Assignments/ Interim Appointments shall be made by the employee's Executive Director in conjunction with Human Resources and shall require a concurrence of agreement among the assigning supervisor, the supervisor to whom the employee shall be assigned for the special project, and the Executive Director of Human Resources.

- 1. In all Details of Assignment/Interim Appointments the employee must be qualified and be able to perform the duties of the position assigned.
- 3. If an employee is assigned to a position having a higher salary range, he/she shall normally receive a salary increase to the minimum of the new range or 5% whichever is greater. This salary increase shall be only for the duration of the assignment. In no case shall there be a salary decrease due to a Detail of Assignment/Interim Appointment.

CHEROKEE NATION

POLICY CHAPTER:	Employment Policy	CHAPTER #:	п
SUBJECT:	Job Announcement and Posting	SECTION- SUBSECTIONS:	E
EFFECTIVE DATE:	08/15/00	SUPERSEDES MATERIAL DATED:	04/15/95
APPROVED BY:		DATE:	08/15/00

PURPOSE

To provide an avenue for announcing job vacancies to employees and the public when needed.

POLICY

It is the policy of the Cherokee Nation to assure complete communications, necessary records, and the employment of competent personnel as replacements or new employees, to provide proper controls on manpower complements and to ensure compliance with applicable laws.

DEFINITIONS

Throughout Chapter II, "Employment Policy," cross-reference is made to related topics of concern and wherever the following terms are found, these definitions shall apply:

Break in Service	means a period of time greater than 12 months since the date of employment termination.
Laid-off Employee	means an employee who is separated from employment by Cherokee Nation as a result of a Reduction-in-Force and/or Job Elimination.
Recalled Employee	means an employee who has been laid-off and has subsequently been notified of their eligibility to return to work to a position for

which they are qualified.

Rehired Employee

means the re-employment of a former employee after a one-year

Break in Service.

Reinstatement

means the re-employment of a former employee without a Break in Service, as outlined in <u>Chapter II</u>, <u>Section G</u>, <u>Subsection A</u>, except for reinstatement following a return from military service, in which case the definition is described in <u>Chapter II</u>, <u>Section G</u>, <u>Subsection</u>

<u>A-4</u>.

PROCEDURE

A. RESPONSIBILITY

- The Human Resources Department is responsible for the administration and coordination activities involved in maintaining the Job Announcement and Posting System.
- Managers are responsible for guiding the development of employees who are capable and motivated to progress within Cherokee Nation.

B. JOB ANNOUNCEMENT AND POSTING SYSTEM

- Immediately following receipt of an approved <u>Personnel Requisition Form</u>,
 Human Resources shall first determine if there are any laid off employees who are eligible for recall to that position. Recalls shall be in
 accordance with Layoff and Recall of Laid-off Employees Policy, <u>Chapter II</u>,
 <u>Section S</u>, provided:
 - a.) the employee was laid-off due to a reduction in workforce and/or job elimination;
 - b.) the laid-off employee is eligible for reinstatement or rehire and has signed a request to be considered for rehire/reinstatement at the time of lay-off;
 - c.) the laid-off employee's job performance was satisfactory at the time of layoff and is qualified for the current job vacancy.

NOTE: An announced job that has been reevaluated to a higher salary grade or has had significant responsibility changes may also have different qualifying standards than those required at the time the employee was laid-off.

2. If the position is filled with a laid-off employee who is recalled, no further job announcement will be made.

C. JOB ANNOUNCEMENT TO EMPLOYEES

- It is the practice of the Cherokee Nation to provide promotional opportunities to qualified employees whenever possible. Opportunities for promotion across program and department lines will be maximized. A promotion occurs when an employee is selected for a position having a higher salary or salary range.
- 2. If the job vacancy is a position that has been appropriately classified, Human Resources will immediately prepare a Job Announcement. Each announcement, insofar as practicable, shall specify the title, salary, required qualifications, and nature of the job; whether competition for the job is open to the general public or restricted to tribal employees; and the deadline for and method of application. Each announcement shall contain a statement affirming tribal commitment to a policy of equal employment opportunity and Indian preference in hiring. The Job Announcement shall be posted on the designated bulletin board in Human Resources. Each department shall receive and make available to the employees, Cherokee Nation Job Vacancy Announcements.
- 3. Cherokee Nation employees shall be given opportunity to apply for the job vacancy before any applications received as a result of announcements to the general public will be considered. Eligible employees who are qualified for job vacancies through the Job Announcement and Posting system are encouraged to apply.

- 4. The Job Vacancy Announcement shall be posted for five (5) working days during which time employees who are interested in the position and who meet the eligibility and minimum qualifications of the job vacancy may submit a Promotion/Transfer Form to the Human Resources Department.
- Employees applying for the position within the five-day posting shall be given first consideration. Employees applying after the initial five-day period shall be considered along with external candidates.
- 6. Human Resources shall review the qualifications of the employees who have applied for the position.
- The Job Announcement and Posting System shall be used for all positions up to and including Department Directors and Program Managers.
- 8. Advertising for vacant positions may be initiated at any time during the hiring process at the discretion of the hiring manager and Human Resources.

D. JOB ANNOUNCEMENT TO GENERAL PUBLIC

- Human Resources shall maintain a public posting of current employment opportunities. This posting shall be made after completion of the job announcement to employees and the internal selection process has been completed.
- 2. Applications for vacant positions shall be submitted on <u>Job Application forms</u> provided by Human Resources in the manner specified in the applicable announcements. Cherokee Nation reserves the right to cease accepting or processing applications at any time at the discretion of the Human Resources Executive Director.

- All information submitted in connection with applying for employment in tribal positions is subject to verification and information shall be held in confidence.
- Applications shall be accepted for specific positions as well as general areas of employment. Applications shall remain on file for one year from date of receipt in Human Resources.

E. ADVERTISING VACANCIES

- If there is a requirement to advertise the job vacancy as determined jointly by the hiring manager and Human Resources, the position shall be advertised in the appropriate media. Vacancies may be advertised in newspapers, journals, professional organizations, and any other means, which will effectively communicate the position opening.
- 2. Ads shall be coordinated by the Human Resource Department with the Purchasing Department. The Purchasing Department shall place the ad in the appropriate newspapers and other publications based upon Human Resources recommendations. Human Resources shall be responsible for the development of the ad content upon conferring with the Hiring Manager.
- 3. All ads shall have an Indian Preference statement. (Reference Indian Preference Policy, Chapter II, Section C.

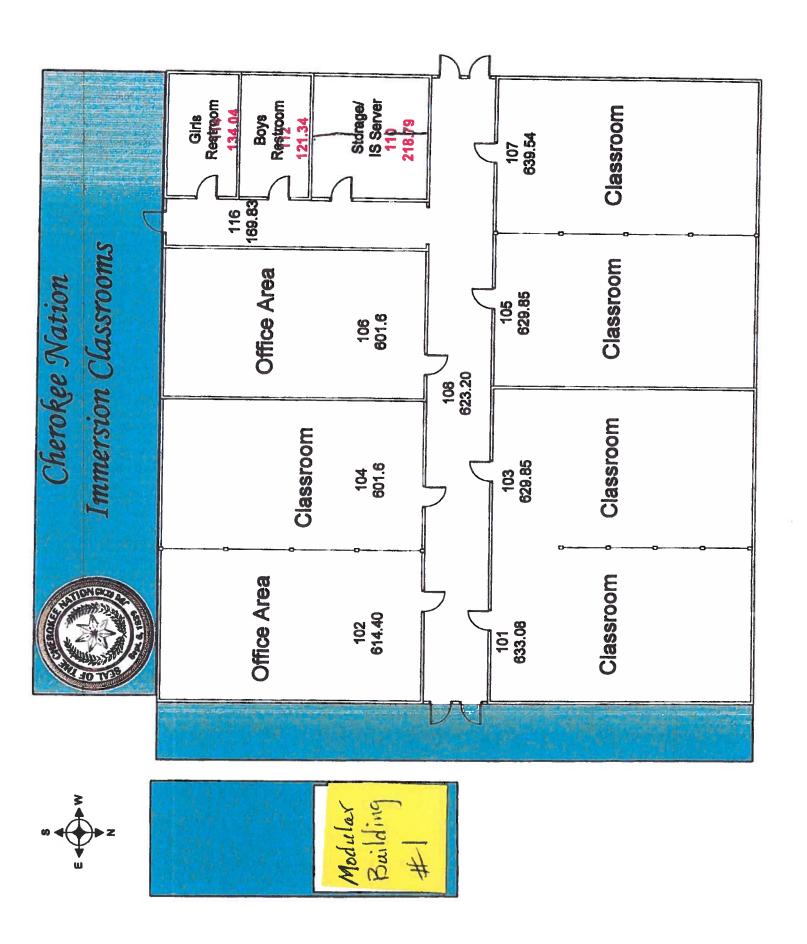
F. FILE SEARCH

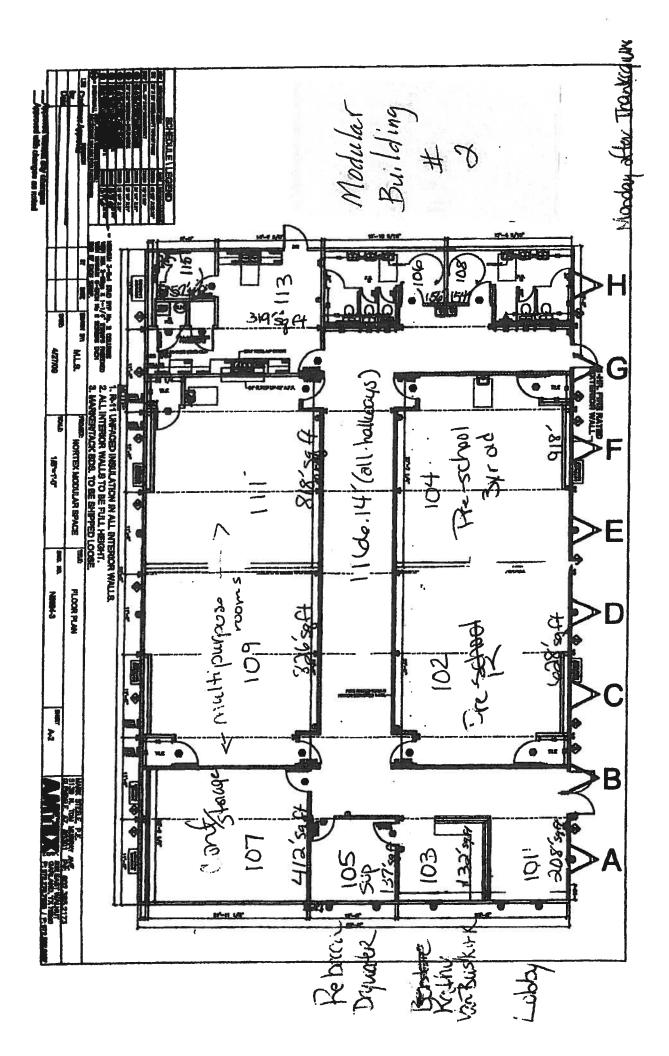
 If a job vacancy occurs and there are <u>no</u> internal applicants selected for the position, Human Resources may conduct a file search for qualified external candidates who have previously made application with the Cherokee Nation.

- NOTE: Employees that apply for posted positions after the five day posting period has lapsed may be considered along with other external applicants.
- 2. Applicants obtained through the file search as well as employees applying after the lapsed posting period shall, if qualified for the position, be considered. Candidates shall be referred to the hiring manager based upon the applicant job skills, experience and overall qualifications in relation to the job requirements.

ELIGIBILITY TO PARTICIPATE IN JOB ANNOUNCEMENT OPEN TO EMPLOYEES ONLY

EMPLOYEE GROUP	ELIGIBLE	REQUIREMENTS
Regular, Temporary, Full Time, Part Time, Community Service Employment (CSE), or On-the- Job-Training (OJT)	Yes	After completion of 60 days of employment





SEQUOYAH HIGH SCHOOL CERTIFIED EMPLOYEE AGREEMENT

THIS AGREEMENT is made and entered into thisth day of July, 2008 by a Tahlequah, Oklahoma 74465 (hereinafter referred to as the "NATION"), and as the "EMPLOYEE"), Social Security Number and that he/she will per Teacher at Sequoyah High School (hereinafter referred to as the "SCHOOL") during	currently of (hereinafter referred to
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TERM OF AGREEMENT, RENEWAL AND/OR MODIFICATION

This Agreement shall be effective and shall terminate as specified below.

- A. Term. The term of this Agreement shall be for the period of August 9, 2008 to August 8, 2009, subject however, to prior termination as provided for in this Agreement. The EMPLOYEE shall acquire Cherokee Nation employee status pursuant to this Agreement effective on August 9, 2008, and such employee status shall end on August 8, 2009
- B. School Term. The 2008 2009 school term shall be up to One Hundred Eight-one (181) days beginning August 5, 2008 and conclude on May 19, 2009. The EMPLOYEE shall be in attendance for the SHS Alumni banquet, every regular school calendar and such professional days as required by the SCHOOL unless on approved leave.
- C. Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by both parties.

COMPENSATION

For these services the Sequoyah High School Board (hereinafter referred to as "BOARD") agrees to pay the EMPLOYEE a salary, and fringe benefits specified in this contract according to board approved salary schedule.

Scheduled Salary Additional 5% Tribe Approved Number of year's experience	
Board Determined Salary (Administrators, etc.)	Q
Tabel Commence of	

Total Compensation
(To be paid in twenty-six (26) bi-weekly installments)

Compensation in the Event of Termination: Should this Agreement be terminated or canceled by either party, the NATION shall compensate the EMPLOYEE only for services provided up to the point of termination or cancellation, under the terms of this Agreement. Leave of absence and/or Family and Medical Leave Act (FMLA) leave shall not be considered days worked and shall not be compensable upon termination of this Agreement.

The BOARD reserves the right to assign the EMPLOYEE to such buildings and work areas as are deemed to best serve the needs of the SCHOOL.

This Agreement shall be void if the EMPLOYEE fails to have on file with the Board, continuously during employment, valid Oklahoma certification for the position and responsibilities for which the EMPLOYEE has been employed.

BENEFITS

The EMPLOYEE shall be afforded and receive the same benefits as provided to regular full-time employees of the NATION pursuant to the Cherokee Nation Human Resources Policies and Procedures and the Cherokee Nation Employee Benefit Program, unless otherwise stated by special provision herein, including the following special provisions.

Leave Benefits. EMPLOYEE shall receive holiday leave in accordance with Sequoyah High School calendar. EMPLOYEE shall be entitled to Four (4) Days of personal leave upon Inception of this Agreement. EMPLOYEE agrees he/she will not receive additional days of personal leave and shall not be subject to Cherokee Nation Human Resources Policies and Procedures, Chapter V, Section B, Annual Leave. Personal Leave hours do not carry over from one term to the next. The EMPLOYEE shall receive Ten (10) Days of sick leave upon Inception of this Agreement. EMPLOYEE agrees that he/she will not receive additional days of sick leave and shall not be subject to Cherokee Nation Human Resources Policies and Procedures, Chapter V, Section D, Sick Leave. Sick leave hours remaining at the end of the school year may be carried over to the next school year and accumulated to the maximum allowed by the Cherokee Nation Human Resource Policy. The EMPLOYEE agrees to obtain the approval of the EMPLOYEE'S supervisor for leave requests.

DUTIES OF EMPLOYEES

The EMPLOYEE shall well and faithfully serve the NATION in such capacity as aforesaid, and shall at all times devote his or her whole time, attention, and energies to the NATION to the utmost of his/her ability and shall do and perform all such services, acts and things connected therewith as the NATION shall from time to time direct that are of a kind properly belonging to the duties of an employee of this type as stated in the Job Description. The duties and authority hereby conferred are subject to change at the pleasure of the NATION.

The EMPLOYEE further agrees to abide by the Policies and Procedures of the Cherokee Nation Human Resources and Administrative Policies, as amended from time to time, Policies and Procedures outlined by the Teacher Handbook, and the laws and Constitution of the Cherokee Nation, all of which are incorporated herein and made a part hereof by reference.

The EMPLOYEE expressly waives any constitutional right the EMPLOYEE may have to have this agreement terminated only for cause as provided in the Cherokee Nation Constitution Article XII. This Agreement may be terminated notwithstanding any other provision to the contrary as follows.

- A. Mutual Agreement. In the event the NATION and the EMPLOYEE shall mutually agree in writing, this Agreement may be terminated on the terms and date stipulated in such written agreement. The EMPLOYEE expressly waives any right to appeal, either to the Judicial Appeals Tribunal or to the Employee Appeals Board, a termination of this agreement pursuant to this provision.
- Drovision.
 Unilateral Termination Without Cause. The EMPLOYEE or the NATION may terminate this Agreement without cause at any time during the term hereof by giving the other party sixty (60) days notice in writing. The EMPLOYEE expressly waives any right to appeal, either to the Judicial Appeals Tribunal or to the Employee Appeals Board, a termination of this agreement pursuant to this provision.
- C. Termination for Cause by the NATION. The NATION may terminate this Agreement for cause if, during the effective period of this Agreement, the EMPLOYEE loses his/her credentials, licenses or qualifications for the position based on conduct or activities providing for termination of employment as set forth in the Cherokee Nation Human Resources Policies and Procedures and/or violation of policies and procedures by the Teacher's Handbook. The EMPLOYEE retains the right to appeal under the Cherokee Nation Constitution and procedures set forth in the Cherokee Nation Employee Administrative Procedures Act, 51 CNCA SS 1001 et seq. A termination of this agreement made pursuant to this provision when the
- Death of EMPLOYEE. This Agreement shall terminate upon the death of the EMPLOYEE. Compensation due will be paid according to Cherokee Nation Human Resources Policies and Procedures.

GENERAL PROVISIONS

- A. Notices. All written notices required hereunder shall be sent via certified mail, return receipt requested, postage fully prepald thereon, as follows:
 - Notice to the NATION. Notice to the NATION shall be addressed to the Cherokee Nation, Attention: Superintendent's Office, Sequoyah High School, Education Division, P.O. Box 520, Tahlequah, OK 74465-0948.
 - ii. Notice to EMPLOYEE: Notice to EMPLOYEE shall be addressed to
- B. Personnel Record of Employee. It is agreed by the NATION and the EMPLOYEE that an Employee Action Notice shall be attached to an original, signed copy of this Agreement and sent to the Cherokee Nation Human Resources Department for inclusion in the EMPLOYEE'S personnel file.
- C. Effect of Partial invalidity. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event any provision of this Agreement is held to be invalid, the parties agree the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungment of the invalid provision(s).
- D. Applicable Law. This Agreement shall be subject to the laws of the Cherokee Nation. The parties agree that their respective personal performance hereunder shall be governed by an obligation of good faith.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed at the Cherokee Nation on the date(s) indicated below. I agree to the terms of this agreement and will adhere to all standards of performance and conduct as outlined in the Teacher Handbook and Cherokee Nation Human Resources Policies and Procedures.

EMPLOYER: CHEROKEE NATION	EMPLOYEE	
Dr. Neil Morton, Group Leader of Education Date		Date
Michael Botello, Group Leader of Human Resources Date	Chad Smith, Principal Chief	Date



The State Superintendent of Public Instruction expresses appreciation and congratulations to

Corey Bunch

upon Successful Completion of Charter School Training

achievement and student success, and serves as a model for quality values and esteemed character in our community and throughout for exemplified excellence and commitment to academic the Great State of Oklahoma.

December 2010

Sandy Garrett

State Supported of Public Instruction

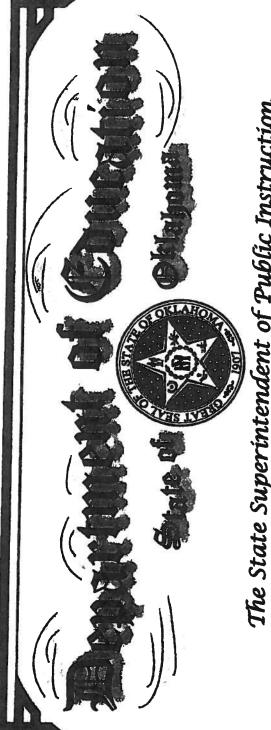


The State Superintendent of Public Instruction expresses appreciation and congratulations to

Holly Davis upon Successful Completion of Charter School Training

achievement and student success, and serves as a model for quality values and esteemed character in our community and throughout for exemplified excellence and commitment to asademic the Great State of Oklahoma.

December 2010



The State Superintendent of Public Instruction expresses appreciation and congratulations to

Casey Ross

upon Successful Completion of

Charter School Training

values and esteemed character in our community and throughoui achievement and student success, and serves as a model for quali for exemplified excellence and commitment to academic the Great State of Oklahoma.

April 26, 2011



The State Superintendent of Public Instruction expresses appreciation and congratulations to

Gloria Sly

upon Successful Completion of Charter School Training

achievement and student success, and serves as a model for quality values and esteemed character in our community and throughout for exemplified excellence and commitment to academic the Great State of Oklahoma.

December 2010

State Superintendent of Public Instruction