



**Facilitating Successful Reentry through
Partnerships with Tribes, Workforce
Development Centers, and more**

PARTNERING WITH MUSCOGEE CREEK NATION AND THE EDUCATION AND EMPLOYMENT MINISTRY

AT A GLANCE:

- **SUPPORT WORK WITH VARIOUS DOJ AND DOL GRANTS, INCLUDING WORKFORCE INNOVATION AND OPPORTUNITY ACT FUNDS**
- **ASSIST WITH ANY BARRIERS TO EMPLOYMENT**

In November 2019, NLADA's Project to Advance Civil Legal Aid Collaborations (PACC) held the inaugural convening of a new leadership cohort that will utilize a peer learning model to support emerging civil legal aid leaders' efforts to strategically organize the delivery of their services to be collaborative and holistic. Seven equal justice leaders from West Virginia, Oklahoma, Maryland, Vermont, and Illinois gathered from across the country to learn about and share best practices in partnership building, monitoring and evaluation, and replication.

We believe that each cohort member represents an idea and project poised to change the landscape of justice in America. And we are committed to scaling the very best of these projects nationwide.

To that end, we have drafted case studies, like this one, for each of the leaders that describe how they build their partnerships and funded their work. Each case study also includes supporting documents, ranging from training materials for partnering staff to grant details and MOUs.

To contact PACC or to receive individualized technical assistance about specific funding for your practice, email resourcedesk@nlada.org. PACC is staffed by Casey Chiappetta and Radhika Singh.

PACC is generously funded by the Kresge Foundation.



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Legal Aid Services of Oklahoma (LASO) partners with regional workforce development partners, nonprofits, and tribes to assist with workforce development and reentry services.

LASO'S FEDERALLY FUNDED REENTRY WORK



1 OKLAHOMA CITY

The Education and Employment Ministry: Services include GED prep, job skills training, resume writing, interview coaching, mentorship, and legal aid
Center for Employment Opportunities: They serve reentry youths with employment issues

2 CITIZEN POTAWATOMI NATION

CPN Workforce & Social Services: Offers its Tribal Re-entry Program to former inmates who are members of federally recognized tribes

3 MUSCOGEE CREEK NATION

Reintegration Program: Provides reentry services, such as housing, assistance with food and clothing, community service, legal services, and career development

***All attorneys are embedded in partner organizations unless otherwise noted**

4 TULSA

Workforce Tulsa: LASO takes referrals from Workforce Tulsa, which is supported by Workforce Innovation and Opportunity Act (WIOA) funds

Tulsa Community Services Council: Provide legal services at the one-stop shop for reentry

First, LASO works with The Education and Employment Ministry (TEEM). TEEM is a nonprofit that provides employment services to reentry males. TEEM's Reentry Services Program provides services pre-release and continues for 12 months post-release. Services include GED preparation, job skills training, and computer navigation, resume writing, interview coaching, mentorship, and legal aid. A LASO attorney is embedded at TEEM. This LASO attorney is funded as a subgrantee to a OneStop Department of Labor (DOL) grant. Second, LASO has a similar DOL subgrant with the Center for Employment Opportunities (CEO) in Oklahoma City serving reentry youths with employment issues. Third, they also have a DOL subgrant with the Tulsa Community Services Council at its one stop shop for reentry for an embedded attorney. Fourth, Workforce Tulsa contracts with LASO to accept referrals. This work is supported by Workforce Innovation and Opportunity Act (WIOA) funds.

LASO also has reentry attorneys embedded with the reentry/employment programs of the Muscogee (Creek) Nation (MCN) as well as the Citizen Potawatomi Nation (CPN). The former is funded through the Second Chance Act and the latter is funded through Coordinated Tribal Assistance Solicitation (CTAS). With MCN, the Reintegration Program provides reentry services, such as housing, assistance with food and clothing, community service, and career development for Muscogee Creek citizens.

For the purpose of this leadership cohort, LASO is focusing on its work with TEEM and MCN. In both of these projects, LASO provides a range of services to individuals experiencing barriers to employment. For example, attorneys address issues and needs around obtaining drivers and occupational licenses, accessing birth certificates, securing means of transportation, clearing or sealing criminal records, obtaining fair housing, combatting employment discrimination, receiving Social Security, and addressing family law issues.

ABOUT THE PARTNERSHIPS

Muscogee Creek Nation's Reintegration Program: The [Reintegration Program](#) provides reentry services, such as housing, assistance with food and clothing, community service, and career development for Muscogee Creek citizens. To qualify for the program, individuals must have a felony conviction, be an enrolled Creek citizen, and reside within the jurisdiction. Prison staff refer Muscogee citizens to the Reintegration Program and staff visit inmates regularly while they are incarcerated. The program also holds classes and offers cleansing ceremonies. Upon release, program participants have access to case managers and reentry services including legal aid. The program began as a pilot project in 2005, received sustainable funding from the tribe through legislation in 2007, and multiple times over the next six years through DOJ's *Coordinated Tribal Assistance Solicitation*. LASO has been working on the Reintegration Program for over five years.

TEEM: TEEM provides individuals with educational support, social services, and job training and placement. [TEEM's Reentry Services Program](#) provides services pre-release and continues for 12 months post-release. Services include GED preparation, job skills training, computer navigation, resume writing, interview coaching, mentorship, and legal aid. In 2014, LASO placed an in-house attorney in TEEM.

NARRATIVE

LASO Executive Director, Michael Figgins, compares his process for seeking partners to getting a free sample at the grocery store – once people get a taste of what legal aid can do, they want more. In each of these partnerships, LASO made the initial contact. For example, with Muscogee Creek Nation, the tribe has quarterly reentry meetings that Figgins began attending with a stack of business cards, to establish interest and connect with future clients. He also started a relationship with the grant writer, and when a new grant came in, LASO was written into it. He finds the outreach and relationship building phase rewarding, though not without challenges. Often, he says, partners may initially be focused on other important issues like finding clients a place to live or connecting them with other services. In response, he underscores legal aid as an important tool in their service toolkit, and one that is necessary for addressing the holistic needs of clients.

Each project is staffed by one embedded full-time attorney funded at \$80,000 per year. This attorney works on-site four days a week. On the fifth day, they come to LASO's office for case staffing. Each on-site attorney is remotely supervised. LASO wants their attorneys fully integrated into the non-profit so that in addition to serving the clients, they are also able to consult on various cases with partner staff. LASO's goal is for the partnering organization to forget that the attorney is a legal aid employee.

With a few exceptions, LASO embeds attorneys and avoids referrals. Figgins doesn't like referrals because they rely on partner staff to identify and refer legal issues. When there is an embedded full-time attorney, clients can be screened for all legal issues. For example, partner staff might not identify or connect a problem a client is facing as a legal need and issue.

Training partner staff on legal aid and legal needs is at the core of LASO's successful partnerships. At the onset of each partnership, they have an initial training and then have top-up trainings over the

course of the partnership to respond to staff turnover, changes in the organization, etc. In these trainings, LASO presents scenarios of legal issues, teach them about common legal issues, and provide screening tools and how to ask the right questions.

Attorneys who are excited about working with tribes and are interested in criminal justice reform are chosen for these positions. Figgins says compassion and empathy are key qualities he looks for in attorneys – he says that he can teach attorneys how to be successful in obtaining positive outcomes for their clients, but he cannot teach someone compassion. This also helps prevent staff turnover because as legal aid attorneys are passionate about the work.

CHALLENGES

To minimize turnover, each attorney is salaried at \$80,000. LASO has found that because Muscogee Creek Nation is more remote – it's approximately 1.5 hours from Tulsa – it has been harder, but not impossible, to staff this location. To address this challenge, they try to recruit attorneys from Muscogee Creek Nation and are often successful. While Figgins wants the attorneys to become fully embedded in their partnering organizations, he doesn't want them to lose their connection to LASO, so there is regular communication between on-site attorneys and managing attorneys.

EVALUATING SUCCESS AND COLLECTING DATA

LASO uses LegalServer to collect and track outcomes – what the attorneys did, how did they do it, and what was accomplished each year of the project. LASO shares this information with their partners and periodically meets with them to discuss the status of the various projects. Figgins is adamant that this relationship is also one of customer service and works to ensure that all of their partners are satisfied with the legal aid partnership. As LASO has found, data collection and sharing is a key component of maintaining these relationships.

CONTRACT AGREEMENT

THIS AGREEMENT is entered into by and between Legal Aid Services of Oklahoma, Inc., an Oklahoma not-for-profit corporation (hereinafter "LASO"), and Muscogee (Creek) Nation (hereinafter "MCN"), a sovereign tribal nation.

WHEREAS, MCN agrees to engage the services of LASO under the following terms; and,

WHEREAS, LASO has agreed to be so engaged;

NOW, THEREFORE, the parties hereby agree as follows:

1. LASO shall be engaged and responsible for providing assistance to MCN in the performance of the services as are outlined in this Agreement for the period of one year (365) days from the date of execution of this Agreement.
2. LASO's services and activities shall include but not be limited to the following:
 - a. LASO agrees to provide twelve (12) months of legal services of one full-time attorney licensed to practice in Oklahoma and licensed to practice in the Muscogee (Creek) Nation, if the LASO Attorney is representing clients in Tribal Court. The attorney will be a LASO employee, physically located with the Muscogee (Creek) Nation Re-integration Services staff. Attorney will provide legal advice, brief services, and legal representation to the Muscogee (Creek) Nation ex-offenders and others eligible for Muscogee (Creek) Nation Re-integration services, to remove/ameliorate barriers to successful re-entry.
 - b. LASO will employ a diagnostic legal needs assessment to all program participants to identify, anticipate and resolve legal problems that may otherwise lead to re-offending.
 - c. LASO will provide legal issues training to Muscogee (Creek) Nation Re-integration staff, Re-integration program participants, and pre-release participants to recognize legal obstacles, injustices, and how to obtain assistance from LASO attorney(s).
 - d. LASO services will commence within thirty (30) days of the execution of this Agreement.

3. LASO understands and agrees that MCN is only providing office space for LASO to operate, and that MCN states that MCN will not in any way, shape or form be legally representing any client at any point in time.

4. LASO agrees to have and maintain the appropriate amounts of liability and malpractice insurance to protect against any potential claims against LASO. LASO agrees to indemnify and hold MCN harmless against any and all claims for loss, liability or damage, including attorney fees, arising out of or in connection with any acts done or to be or have been done by LASO, or arising out of or in connection with negligent omissions of LASO. Acts or omissions of LASO are deemed to include for purposes of this Paragraph the acts or omissions of any LASO employees, agents, or representative, or any other third parties.

5. LASO shall be compensated for all work performed pursuant to this Agreement pursuant to the following conditions:

- a. Muscogee (Creek) Nation Office of Principal Chief will pay to LASO for the above services the amount of \$50,000.00. Payment will be made in four (4) quarterly installments:
 - i. \$12,500.00 will be payable to LASO thirty (30) days after the first day of employment for the LASO attorney.
 - ii. A second payment of \$12,500.00 will be payable to LASO at the beginning of the fourth month of services.
 - iii. A third payment of \$12,500.00 will be payable to LASO at the beginning of the seventh month of services.
 - iv. A fourth and final payment of \$12,500.00 will be payable to LASO at the beginning of the tenth month of services.
- b. All payments will be mailed to the LASO Administrative address of 2915 N. Classen Blvd., Ste 500, Oklahoma City, OK 73104.

6. This Agreement contains and constitutes the entire agreement between the parties with respect to the matters contemplated herein and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter hereof. No change, modification, or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties.

7. This contract may be terminated by either party hereto at any time upon giving the other party not less than thirty (30) days written notice setting forth intention to exercise this right and option. In the event that the contract is terminated, the compensation referenced in Paragraph 5 and its subparts will be pro-rated based on the date of the termination.

FOR MUSCOGEE (CREEK) NATION:

FOR LEGAL AID SERVICES OF OKLAHOMA,
INC.:

Date: _____

Date: _____

Signed _____
George Tiger, MCN Principal Chief

Signed: _____
Michael G. Figgins, Executive Director
2915 N. Classen Blvd., Ste 500
Oklahoma City, OK 73106

Independent Contractor Agreement

THIS AGREEMENT entered into by and between The Education and Employment Ministry Inc. (hereinafter "TEEM") and Legal Aid Services of Oklahoma, Inc. (hereinafter "LASO" Independent Contractor.)

WHEREAS, TEEM agrees to engage the services of the Independent Contractor on a full-time basis under the following terms; and,

WHEREAS, Independent Contractor has agreed to be so engaged;

NOW, THEREFORE, the parties hereby agree as follows:

1. Independent Contractor shall be engaged and responsible for providing assistance to TEEM in the performance of the services as are outlined in this Agreement for the period of one year from the date of execution of this Agreement.
 2. Independent Contractor's services and activities shall include but not limited to the following:
 - LASO will provide a comprehensive and holistic array of legal services to adult offenders both pre and post release. LASO will accept referrals from TEEM of adult offenders in need of legal services.
 - Each partner adds significant resources to contribute to the matter of achieving successful re-entry. Contributions include time not compensated by this RFP, staff, training, space, materials, overhead and supervision.
 - Representatives of the planning and development team include:
 - Michael Figgins, LASO
 - Kris Steele, TEEM
 - This team will meet monthly and as needed to ensure progress and the efficient delivery of services. Project staff will report to the team.
 - The partners show years of commitment and dedication to providing essential services to ensure successful re-entry. This commitment among the partners will be brought to bear on this project to achieve optimum results both during the funding of this project and afterward.
- 1) LASO will provide comprehensive legal services to adult offenders, both pre and post release, including:
- Providing representation for legal matters such as but not limited to family law matters, public benefits, housing, landlord/tenant matters, and employment;
 - Providing other legal services that may become necessary to properly and completely remove/ameliorate barriers to successful re-entry;
 - Providing staff time of LASO's planning and development team, without additional cost to this grant, to participate in partner meetings and ensure success of this project; and
 - Recruit pro bono attorneys to increase the capacity of the project;
 - Recruit volunteer legal interns to increase the capacity of the project;

*Drop to
1/2 time
March 2017*

- Employ a diagnostic legal needs assessment tool to all program participants to identify, anticipate and resolve legal problems that may otherwise lead to re-offending;
- LASO will provide legal issue training to participants pre-release to prepare offenders to recognize obstacles, injustices and how to get relief from LASO attorneys.

2) LASO and TEEM will collaborate in the following manner:

- Sharing the task of supporting successful re-entry for ex-offenders by making and accepting referrals for legal assistance;
 - Collaborating as a partnership to meet the goals and objectives as stated in the project narrative;
 - Meeting on a monthly basis or more often as needed to discuss project status and confer about pending cases where necessary with client permission;
 - Participating in Semi-Annual Progress Report completion by providing TEEM with relevant activities performed, information on persons served and demographics.
3. Independent Contractor shall be compensated for the provision of one FTE attorney in the annual amount of \$50,000 to be paid monthly by invoice submission.
 4. Nothing herein shall be construed to create a relationship of employer and employee between TEEM and Independent Contractor. Independent Contractor shall be free to exercise his/her own judgment in the performance of such work.
 5. TEEM understands and expressly agrees that LASO is an independent contractor for all purposes, including any federal or state statute, and that LASO shall not be deemed or construed as being an employee of TEEM for any purpose. Independent Contractor further understands and expressly agrees that TEEM shall not withhold from any of the payments made to LASO in accordance with this Agreement any amounts of federal income taxes, FICA, or any other federal or state taxes, and that the Independent Contractor shall be responsible for paying their own employment taxes, and any other federal or state taxes on any monies received by the Independent Contractor as set forth herein. In addition, Independent Contractor shall be responsible for furnishing any worker's compensation, public or contractors liability insurance, if any, is required by law within regard to the services performed by Independent Contractor as described herein. Independent Contractor will also provide professional liability coverage.
 6. In performing the services described in this Agreement, Independent Contractor is under the control of TEEM only as to the final result of Independent Contractor's performance and not as to the means by which Independent Contractor accomplishes the result. TEEM will provide no special tools, material, or supplies to Independent Contractor under this Agreement except:
 - a. TEEM will provide a TEEM email/internet access to Independent Contractor to facilitate the performance of Independent Contractor's work under this Agreement; and

b. Independent Contractor will provide access to WestLaw.

Further, Independent Contractor's work hours shall be within the discretion of Independent Contractor and shall not be regulated by TEEM. That being said, Independent Contractor will strive to adhere to TEEM hours of operations and advise TEEM if Independent Contractor is out of the office.

7. Independent Contractor agrees to indemnify and hold TEEM harmless against any and all claims for loss, liability or damage, including attorney fees, arising out of or in connection with any acts done or to be or have been done by Independent Contractor, or arising out of or in connection with negligent omissions of Independent Contractor are deemed to include for purposes of this Paragraph the acts or omission of any of his employees, agents, or representative, or any other third parties.
8. This Agreement shall be construed in accordance with the laws of the State of Oklahoma. The accepted venue for any actions regarding enforcement, interpretation or application of this Agreement shall be Oklahoma City, Oklahoma.
9. This Agreement contains and constitutes the entire agreement between the parties with respect to the matters contemplated herein and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter hereof. No change, modification or waiver of any provision of the Agreement will be valid unless in writing and signed by the parties.
10. This contract may be terminated by either party hereto at any time upon giving the other party not less than thirty (30) days written notice setting forth intention to exercise this right and option. In the event that the contract is terminated, the compensation referenced in Paragraph 3 and its subparts will be pro-rated based on the date of the termination.

FOR The Education and Employment Ministry (TEEM)

Date 2-11-14
Signed Kris Steele
Kris Steele

FOR Legal Aid Service of Oklahoma, Inc. (LASO- Independent Contractor)

Date 1-31-14
Signed Michael Figgins
Michael Figgins