

Ordinance 10-20

An Ordinance of Supplemental Appropriation for the Administration, Health & Human Services, and Education Departments for the Fiscal Years ending September 30, 2019 and September 30, 2020.

The District III Representative introduced the following Bill on the 14th day of November, 2019.

Preamble

It is enacted by the Band Assembly of the Mille Lacs Band of Ojibwe for the purpose of appropriating and authorizing expenditures for the Administration, Health & Human Services, and Education Departments for the Fiscal Years ending September 30, 2019 and September 30, 2020.

Title I

Section 1: Governmental Operations. The Band Assembly hereby appropriates and authorizes expenditures for the Administration, Health & Human Services, and Education Departments for the Fiscal Years ending September 30, 2019 and September 30, 2020.

Section 1.01: Amendment to Section 1.02. The Band Assembly hereby appropriates and authorizes the expenditures of: Six thousand, five hundred dollars and no cents (\$6,500.00) for Grassroots Solutions 107-2200-4 of FY19 Grant funds as submitted under **Administration**; Eighteen thousand, nine hundred fifty dollars and no cents (\$18,950.00) for Prevention/Assist Homelessness 223-4465-2 of FY19 Grant Funds as submitted under **Health & Human Services**; One hundred thousand dollars and no cents (\$100,000.00) for School Improvement NEW of FY19 Grant Funds as submitted under **Education** which amends the **Total Fiscal Year 2019 Mille Lacs Band Tribal Operations** to read: Two hundred sixty-one million, one hundred seventeen thousand, three hundred twenty three dollars and fifty-four cents (\$261,117,323.54)

Fifty-one thousand, eight hundred eighteen dollars and eighteen cents (\$51,818.18) for Ojibwe Language 206-NEW of FY20 Grant Funds as submitted under **Education** which amends the **Total Fiscal Year 2020 Mille Lacs Band Tribal Operations** to read: Nine million, nine hundred seven thousand, six hundred ninety-eight dollars and six cents (\$9,907,698.06).

Section 1.02: The Band Assembly hereby appropriates and authorizes the expenditures of supplemental programmatic funds for the following:

<u>Tribal Operation Fiscal Year 2019</u>	<u>Supplemental</u>	<u>Total Amended Amount</u>
Administration		
Grassroots Solutions 107-2200-4 of FY19 Grant Funds	\$6,500.00	\$31,843,798.45

Health & Human Services

Prevention/Assist Homelessness 223-4465-2
of FY19 Grant Funds

\$18,950.00

\$37,182,898.91

Education

School Improvement NEW
of FY19 Grant Funds

\$100,000.00

\$23,425,725.23

Total Grant/Self Governance Funds for Fiscal Year 2019

\$57,459,631.03

Total Operation for Fiscal Year 2019

\$261,117,323.54

Tribal Operation Fiscal Year 2020**Supplemental****Total Amended Amount****Education**

Ojibwe Language 206-NEW
of FY20 Grant Funds

\$51,818.18

\$96,263.18

Total Grant/Self Governance Funds for Fiscal Year 2020

\$1,494,196.61

Total Operation for Fiscal Year 2020

\$9,907,698.06

Section 1.03: All funds appropriated for federal, state and private grant funds shall be appropriated to align with the grant term so as to automatically carry-over to the next Fiscal Year if appropriated funds remain and if the grant is not completed within Fiscal Year 2020. If, for any reason, the grant term runs over the original end date causing costs to exceed the original appropriated amount, the Band Assembly must be notified so as to take appropriate action. In addition, Band Assembly hereby appropriates and authorizes the expenditure of all federal, state and private grant funds only after receipt by Band Assembly, of signed award letter from grantor agency.

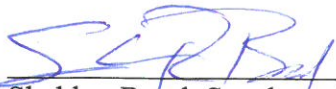
Section 1.04: All funds appropriated are maximum fund amounts and shall not be exceeded.

Ordinance 10-20

(Band Assembly Bill 18-04-10-20)

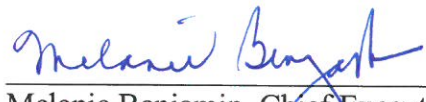
Introduced to the Band Assembly on this
Fourteenth day of November in the year
Two thousand nineteen.

Passed by the Band Assembly on this
Fourteenth day of November in the year
Two thousand nineteen.


Sheldon Boyd, Speaker of the Assembly

APPROVED

Date: November 15, 2019


Melanie Benjamin, Chief Executive

OFFICIAL SEAL OF THE BAND

Band Assembly Bill 18-04-10-20

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Administration		
Grassroots Solutions 107-2200-4 of FY19 Grant Funds	\$6,500.00	\$31,843,798.45

**ADMINISTRATION POLICY BOARD
REGULAR MEETING
OCTOBER 29, 2019 – BAND ASSEMBLY
DISTRICT 1 GOVERNMENT CENTER UPSTAIRS MEDIA ROOM**

The Commissioner of Administration called the meeting to order at 10:23 a.m.

MEMBERS PRESENT

Baabiitaw Boyd, Commissioner of Administration
Joycelyn Shingobe, Commissioner of Education (via telephone)
Nicole Anderson, Commissioner of Health & Human Services (via telephone)
Bradley Harrington, Commissioner of Natural Resources (via telephone)

MEMBERS ABSENT

Assistant Commissioner of Administration, vacant
Percy Benjamin, Commissioner of Community Development (approved absence)

QUORUM PRESENT

OTHERS PRESENT

Stacey Sanchez, Human Resources Director
Angel Oehrlein, Executive Assistant of Administration

Approval of Agenda

The Commissioner of Natural Resources made a motion to approve the October 29, 2019, Administration Policy Board for Band Assembly agenda. The Commissioner of Health & Human Services seconded the motion. (attachment #1)

ROLL CALL VOTE

Joycelyn Shingobe	--Aye
Nicole Anderson	--Aye
Bradley Harrington	--Aye

3- For	0- Against	0- Silent	Motion Carried
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CONTRACTS

The Commissioner of Natural Resources made a motion to approve and forward to Band Assembly for approval the following contracts:

Community Development

Jack's Construction Inc. – (\$10,565.00) addendum #1 to deduct the overall cost for block and fill materials included in the base bid but not needed for construction of three (3) Elder homes in the Sher Development for total contract amount of \$578,522.00 as submitted (attachment #2)

Health & Human Services

Corey Martin, Innovations in Resilience - \$60,000.00 – addendum to contract to provide continued Chief Medical Officer assistance on the process alignment and training for medical and administrative staff to ensure moving in the right direction for all services in the new clinic with contract date extension to January 30, 2020 for total contract amount of \$120,000.00 as submitted (attachment #3)

Education

Brothers Fire & Security – \$38,906.00 – to provide replacement of outdated camera systems in both D2 and D3 Early Education locations as submitted (attachment #4)

Department of Justice – Tribal Police

Zuercher Technologies - \$54,161.42 – to provide maintenance for the Zuercher Suites Software Records Management System for Tribal Police through November 1, 2020, as submitted (attachment #5)

Deerwood Technologies - \$65,000.00 – to provide monthly maintenance, repair services and troubleshooting for the Tribal Police computers and services to keep in compliance with Federal and State regulations through September 30, 2020, as submitted (attachment #6)

Guardian Fleet Safety - \$72,000.00 – to provide police vehicle equipment installation, maintenance and repair services through September 30, 2020, as submitted (attachment #7)

The Commissioner of Health & Human Services seconded the motion.

The Commissioner of Health & Human Services stated the HHS contract is to continue forming a multi-disciplinary team approach and coinciding with the budgetary cycle as well as manage providing services to the best ability of the organization.

ROLL CALL VOTE

Joycelyn Shingobe	--Aye
Nicole Anderson	--Aye
Bradley Harrington	--Aye

3- For 0- Against 0- Silent Motion Carried

REQUEST FOR APPROPRIATION

The Commissioner of Health & Human Services made a motion to approve and forward to Band Assembly for approval the following requests for appropriation:

Administration

FY 2019 – Grassroots Solutions – 107-2200-4 - \$6,500.00 – request appropriation of grant funds specific to census mobilization planning as submitted (attachment #8)

Health & Human Services

FY 2019 – Prevention/Assist Homelessness 223-4465-2 - \$18,950.00 – request appropriation of Family Homeless Prevention & Assistance Program grant funds as submitted (attachment #9)

Education

FY 2019 – School Improvement NEW - \$100,000.00 – request appropriation of BIA grant funds as submitted (attachment #10)

FY 2020- Ojibwe Language 206-NEW - \$51,818.18 – request appropriation of MIAC funds as submitted (attachment #11)

The Commissioner of Natural Resources seconded the motion.

ROLL CALL VOTE

Joycelyn Shingobe	--Aye
Nicole Anderson	--Aye
Bradley Harrington	--Aye

3- For 0- Against 0- Silent Motion Carried

OTHER

The Commissioner of Health & Human Services noted the following for the record:

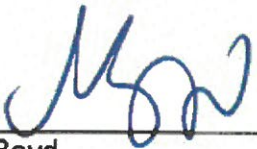
Administration

Minnesota Timberwolves – Suite License agreement/partnership with Aanjibimaadizing – an extension of the agreement Legislative and MLCV has which will offer opportunities to partner with the Timberwolves & Lynx to provide youth services basketball clinics and job development opportunities for youth and adult clients the program serves (attachment #12)

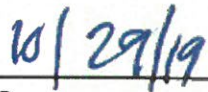
The Commissioner of Health & Human Services made a motion to adjourn.

The Commissioner of Education seconded the motion.

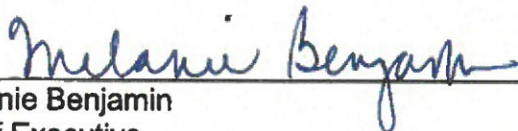
The meeting adjourned at 10:29 a.m.



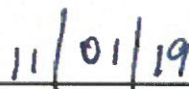
Baabiiaw Boyd
Commissioner of Administration



Date



Melanie Benjamin
Chief Executive



Date

#8

INTEROFFICE MEMORANDUM

TO: ADMINISTRATION POLICY BOARD & BAND ASSEMBLY
FROM: BAABIITAW BOYD, COMMISSIONER OF ADMINISTRATION
DATE: OCTOBER 9, 2019
SUBJECT: REQUEST APPROVAL OF GRANT FUNDING

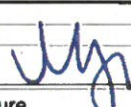
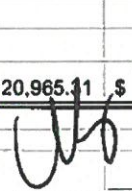
Administration is requesting approval of a grant award from Grassroots Solutions to assist in a census mobilization planning in the amount of \$6,500.00 into the Administration budget 107-2200-4 as submitted

Budget Revision Spreadsheet

#8

Mille Lacs Band of Ojibwa		Date		10/9/2019	
Budget Revision/Modification					
Department	107-2200-4	FY 2019			
Program Name	Administration				
	Grassroots Solutions grant appropriation				
		Check			
Source of Revenue		Off	Amount		
	Self Governance		200,000.00		
	State Grant		-		
	Net Revenue		41,099.07		
	Program Transfer		375,000.00		
	Indirect Cost		-		
	Total Revenue		616,099.07		

Expenditures:	Account Code	Available Balance	Increase	Decrease	Revised Amount
Salaries	4000	20,965.31	6,500.00		27,465.31
Health	4105				-
Life	4106				-
Disability	4107				-
Dental	4108				-
Work Comp	4109				-
Unemployment	4110				-
Retirement	4111				-
FICA E/S	4112				-
Contract Services	4300				-
Local Travel	4400				-
Non- Local Travel	4450				-
Communication	4500				-
Postage	4550				-
Training	5000				-
Miscellaneous	5700				-
Office Supplies	6100				-
Insurance	6120				-
Program Supplies	6400				-
Equip Rent	6500				-
Donations	6668				-
State of the Band	6800				-
Specialized Program Activities	6801				-
Hotel Comps	6811				-
Small Equipment	7000				-
Equipment	7100				-
Totals:		\$ 20,965.31	\$ 6,500.00	\$ -	27,465.31

	
Director Signature	Commissioner/Authorized Signer Signature
10/10/19	Date
Date	Date



MILLE LACS BAND OF OJIBWE INDIANS
Budget vs. Actual
2200 - COMMISSIONER OF ADMIN
For the Twelve Months Ending Monday, September 30, 2019

9/30/2019
8:16 AM

September			Fiscal Year to Date					
			Budget			Revised to Actual	% Used	
MTD Actual	Encumbrances	Actual	Original	Revisions	Revised			
Revenues								
3305	SELF GOVERNANCE REVENUE	-	-	\$200,000.00	-	\$200,000.00	(\$200,000.00)	-
8010	IOC COLLECT FROM PROGRAMS	-	-	375,000.00	-	375,000.00	(375,000.00)	-
8030	NET REVENUE	-	-	41,099.07	-	41,099.07	(41,099.07)	-
Total revenues		-	-	616,099.07	-	616,099.07	(616,099.07)	-
Expenditures								
4000	SALARIES	25,957.12	-	321,224.40	356,039.71	(13,850.00)	342,189.71	20,965.31 94%
4105	HEALTH INSURANCE	3,213.84	-	31,739.68	65,123.04	-	65,123.04	33,383.36 49%
4106	LIFE INSURANCE	34.49	-	541.64	1,782.46	(450.00)	1,332.46	790.82 41%
4107	DISABILITY INSURANCE	79.63	-	1,525.37	2,963.32	(450.00)	2,513.32	987.95 61%
4108	DENTAL INSURANCE	188.40	-	1,723.29	2,464.44	(450.00)	2,014.44	291.15 86%
4109	WORKERS COMPENSATION	11.28	-	135.76	2,025.14	(1,250.00)	775.14	639.38 18%
4110	UNEMPLOYMENT TAX	-	-	1,600.97	3,703.54	(1,450.00)	2,253.54	652.57 71%
4111	RETIREMENT	1,363.39	-	13,508.91	20,462.38	(5,450.00)	15,012.38	1,503.47 90%
4112	EMPLOYERS FICA	1,956.96	-	24,196.68	27,237.04	(450.00)	26,787.04	2,590.36 90%
4300	CONSULTING CONTRACTING	3,190.00	-	16,467.37	10,000.00	3,277.37	13,277.37	(3,190.00) 124%
4400	LOCAL MILEAGE	308.56	-	4,810.29	7,500.00	(1,500.00)	6,000.00	1,189.71 80%
4450	NON LOCAL TRAVEL	-	-	8,398.28	2,500.00	6,500.00	9,000.00	601.72 93%
4500	COMMUNICATIONS	140.89	-	2,852.17	2,800.00	-	2,800.00	147.83 95%
4550	POSTAGE	10,406.07	-	13,391.13	12,750.00	-	12,750.00	(641.13) 105%
5000	TRAINING	-	-	2,593.24	7,500.00	(4,500.71)	2,999.29	406.05 86%
5700	MISCELLANEOUS EXPENDITURES	335.47	50.00	8,786.70	15,000.00	-	15,000.00	6,163.30 59%
6100	OFFICE SUPPLIES	-	75.00	1,032.68	9,000.00	(2,200.00)	6,800.00	5,692.32 16%
6120	VEH-GEN LIAB-CYBER LIAB-PROP INS	-	-	1,040.05	7,398.00	-	7,398.00	6,357.95 14%
6500	LEASE RENTAL	94.48	-	1,571.85	2,500.00	-	2,500.00	928.15 63%
6668	DONATIONS	-	-	9,217.71	1,750.00	10,000.00	11,750.00	2,532.29 78%
6800	PROGRAM ACTIVITIES	1,300.00	5,350.00	44,014.27	55,000.00	(3,000.00)	52,000.00	2,635.73 95%
6801	SPECIALIZED PROG ACTIVITIES	19,753.85	7,924.50	21,353.91	-	9,585.63	9,585.63	(19,692.78) 305%
7000	SMALL EQUIPMENT	4,102.84	247.99	4,102.84	600.00	5,637.71	6,237.71	1,886.88 70%
Total expenditures		72,437.27	13,647.49	535,629.19	616,099.07	-	616,099.07	66,822.39 89%
Revenue over(under) expenditures		(\$72,437.27)	(\$13,647.49)	(\$535,629.19)	-	-	-	(\$549,276.68)



May 18, 2018

Hello Commission Shelly Diaz,

As you know, CENSUS 2020 is coming up quickly and a complete count is important to all of us. A complete count will allow Minnesota to have the representation and resources it needs to maintain and improve quality of life for all its residents. From where businesses locate and bus stops, to how we are represented in our democracy, the Census shapes our day to day lives in important ways.

However, due to structural, institutional, social, and sometimes technical challenges, some Minnesota communities are at greater risk for being undercounted than others. This is important because it means that these communities may not be considered when it comes to everything from funding formulas for government finances to what languages ballots are written in at polling places. The Census is the backbone for so much of the way our communities operate, and when people are left out, they are left behind. That's why Minnesota Council on Foundations, in partnership with the State Demographer, has hired Grassroots Solutions to develop a communication and mobilization plan that will uncover the specific participation challenges faced by undercounted communities, and surface the community assets that can be leveraged to address those challenges. The final plan will:

1. Recommend outreach and communication strategies specific to each community, and
2. Identify and position key community partners for plan implementation.

We know that we at Grassroots Solutions can't come up with the best plan by ourselves. As an engagement strategy firm focused on purposeful engagement for public good, we know that when people closest to the issue are able to generate and shape solutions, the results are more powerful. That's why we are approaching this project as a partnership with undercounted communities from the beginning. We believe that the personal and professional expertise within these communities combined with our expertise in designing large scale public engagement initiatives will result in a much more effective Minnesota Census 2020 plan.

Strategy driven. People powered. Change minded.

grassrootsolutions.com

We've had many conversations to identify what we are calling "co-creation partners" who have critical expertise and experience, and that has led us to you. The role of a co-creation partner will be to:

- Offer advice on how, what and where to best gather information regarding how people perceive the census, and lift up both challenges and assets within their community that influence census participation
- Help interpret and analyze what we're hearing from the information gathering
- Provide input and feedback on the plan

We recognize that while we all want what's best for our communities and for Minnesota, none of us have limitless capacity. Further, your insight and experience is valuable. We consider our co-creation partners to be seasoned strategists, and we intend to compensate you for your time and talent through mini-grants.

Of course, we know that even with compensation, there may still be limitations in terms of capacity or interest. So, we've come up with a few different ways for you to contribute. We recognize and value your time and expertise and hope that you can join us in some way or form.

Please look over the options below and let us know if and how you'd like to be part of this work. Feel free to consider more than one option for your participation! We anticipate that the first meeting will be in the first week of May, but we will be in touch before then to talk about the process in more detail and hear your feedback.

OPTION 1: Collaborative Co-creation: \$5000

If you choose this option, you'll be part of a group of community strategists working with us to develop the communication and mobilization plan. We anticipate that this will entail 8-12 meetings over the course of seven months. While we know that the pace and frequency of meetings may evolve based on how the work unfolds, at this point we are predicting that the calendar will look something like this:

- May- August: 2 meetings a month
- September- November: 1 meeting a month

We have remote participation options through video conference, and hope to hold meetings in a variety of locations.

OPTION 2: Host Focus Groups: \$1500 per focus group

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If you choose this option, you'll work closely with Grassroots Solutions to plan and host a focus group in your community, to get direct input from individuals with whom you or your organization have relationships.

OPTION3: Input/feedback into final plan: \$1000

In this option, you will work closely with Grassroots Solutions to provide detailed feedback, insight, and suggestions into the plan outside of meetings.

If you have any questions, please contact Huda Ahmed; huda@grassrootsolutions.com , or Ann Wiesner; ann@grassrootsolutions.com

Thank you in advance for considering this request to help make Census 2020 work for Minnesota and *all* its residents.

Sincerely,

Huda



Huda Ahmed
Senior Strategist
D: 612-746-6733

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grassrootsolutions.com

6,500.00

Joni Wall

From: Joni Wall
Sent: Thursday, June 6, 2019 2:02 PM
To: Melanie Benjamin; Emily Johnson; Baabiiitaw Boyd; Brittany Wind
Subject: again a questions about the Grassroots Grant
Attachments: Census Court Project Grant Information 2018-2019.pdf
Importance: High

Good Afternoon,

Here is the same information I had sent you last October about this Grant we have received. It has never been appropriated into a budget. **By any chance was the work done already and is coded in some department expenses?**

The grant documents detail what was to happen. I would need to know where and when these expenses occurred.

Originally Al Olson came to OMB and wanted this check written to him. This did not happen, but there was no follow up on this.

If the work has not been accomplished for this grant, and if it won't happen, we need to send the funds back to the Grassroots Solutions, Inc., the Granting Agency.

Please let me know if you have any information regarding this.

Regards,

Joni Wall
Financial Analyst
Mille Lacs Band of Ojibwe
320-532-7473

Joni Wall

COPY

From: Joni Wall
Sent: Monday, October 15, 2018 10:48 AM
To: Melanie Benjamin; Emily Johnson
Cc: Brittany Wind; Al Olson; Adam Valdez; Katy Radunz (katy.radunz@millelacsband.com)
Subject: the Grassroots Solutions Grant
Attachments: Grassroots Solutions Grant Documents.pdf

Importance: High

Good Morning,

Information has come to OMB on a small grant that has been awarded to the **Mille Lacs Band** for a Census Count Project.

The funding is from the Minnesota Council on Foundations, using the company, Grass Roots Solutions, for \$6,500.00.

This grant needs to be appropriated to a budget, and the 2000 budget can be used. I understand that meetings are to be held, and

the person who is doing the meetings, and other work, can be under contract, with detailed time sheets, and meeting information submitted with invoices to be paid.

Or if this is an employee of the Band, then specific time worked – other than regular work hours – has to be accounted for to be paid.

The grant should use the 4307-102-2000-0 account for appropriation, or we can set up another department or account to use if you wish.

Appropriation information should be submitted to Angel O. as usual to be included for the next APB meeting.

The check has been deposited to a Grant Receivable account.

Grant documents are attached.

Joni Wall
Financial Analyst
Mille Lacs Band of Ojibwe
320-532-7473

deposited
in 1170-102-2000-5
→

this did
not happen ✓
appropriate to

4307-102-2000-0
Partnering Contract line

#9

INTEROFFICE MEMORANDUM

To: BA/APB/Nicole Anderson, Commissioner of HHS
CC: Jan Manary, Executive Director HHS
From: Kristian Theisz 1/10/15.19
Subject: Appropriation Request



Date: 10.15.19

HHS CSS is requesting the appropriation of awarded funds in the amount of \$18,950 per contract agreement as a sub-contractor to White Earth who operates as fiscal agent to this collaborative grant.

In 1993, the Minnesota Legislature established the Family Homeless Prevention and Assistance Program (FHPAP). The program currently provides funds to twenty grantees statewide, including counties, tribal nations and community-based nonprofit organizations.

Funds can be used for direct assistance (rent, utilities and other expenses) or services (housing search or navigation, support services, case management, independent living skills or other approved services) to households who are at or below 200 percent of federal poverty guidelines and who are homeless or at imminent risk of homelessness.

The purpose of the program is to support continuing innovation and development of a comprehensive system to prevent homelessness and to assist people experiencing homelessness by preventing homelessness, minimizing the number of days homeless and eliminating repeat episodes of homelessness.

The outcomes of FHPAP are to:

- 1) Reduce the number of people who become homeless for the first time (*prevent*);
- 2) Reduce the number of people who experience homelessness (*rare*);
- 3) Reduce the length of time people experience homelessness (*brief*);
- 4) Reduce the number of people who return to homelessness (*one-time*); and
- 5) Increase equitable outcomes for households that are disparately impacted by homelessness (*equity*).

Please review the documents and approve as appropriate. Should there be a need for additional information or clarification, please let me know.

Thank you,

A handwritten signature in blue ink, appearing to be 'K. Theisz'.

Kristian Theisz
Director, Community Support Services
Mille Lacs Band Health & Human Services

Budget Revision Spreadsheet

#9

Mille Lacs Band of Ojibwe		Date		10.15.19	
Budget Revision					
Department		223-4465-2			
Program Name		Prevent/Assist Homelessness			
Source of Revenue	Check	Amount	Check	Revision Type	
Federal Grant			X	Increase in Revenue and Expenditures	
State Grant	X	28,224.28		Contingency Fund Utilization	
Private Grant		-			
Net Revenue				Increased Expenditures without	
Carryover				Increase in Revenue	
3rd Party		-			
Misc Income		-		Revision	
Total Changes		28,224.28			
Expenditures:	Account Code	Current Budget	Increase	Decrease	Revised Amount
Salaries	4000	800.00			800.00
Health	4105				-
Life	4106				-
Disability	4107				-
Dental	4108				-
Work Comp	4109				-
Unemployment	4110				-
Retirement	4111				-
FICA E/S	4112				-
Contract Services	4300				-
Local Mileage	4400				-
Non Local Mileage	4450				-
Communication	4500				-
Postage	4550				-
Training	5000				-
Office Supplies	6100				-
Insurance	6120				-
Program Activities	6400				-
Utilities	6700				-
Vehicle Maint	6720				-
Rent Assistance	6901	8,474.28	18,950.00		27,424.28
Small Equipment	7000				-
Equipment	7100				-
Indirect Cost	9010				-
Totals:		\$ 9,274.28	\$ 18,950.00	\$ -	28,224.28
Commissioner Signature		Date		Administration Policy Board	
10-16-19		10/16/19			



MILLE LACS BAND OF OJIBWE INDIANS
Budget vs. Actual
4465 - PREVENT/ASSIST HOMELESSNESS
For the Twelve Months Ending Monday, September 30, 2019

10/7/2019
8:46 AM

		September	Fiscal Year to Date						
		MTD Actual	Encumbrances	Actual	Budget			Revised to Actual	% Used
					Original	Revisions	Revised		
Revenues									
3311	PRIOR YEAR STATE GRANT REV	\$4,534.00	-	\$13,658.74	-	\$9,274.28	\$9,274.28	\$4,384.46	147%
Total revenues		4,534.00	-	13,658.74	-	9,274.28	9,274.28	4,384.46	147%
Expenditures									
4000	SALARIES	-	-	800.00	-	800.00	800.00	-	100%
6901	RENT ASSISTANCE	-	-	8,324.74	-	8,474.28	8,474.28	149.54	98%
Total expenditures		-	-	9,124.74	-	9,274.28	9,274.28	149.54	98%
Revenue over(under) expenditures		\$4,534.00	-	\$4,534.00	-	-	-	\$4,534.00	

INTEROFFICE MEMORANDUM

TO: TAMMY MORELAND, WRAPAROUND
FROM: CALEB DOGEAGLE, SOLICITOR GENERAL *CD*
SUBJECT: FHPAP GRANT CONTRACT
DATE: SEPTEMBER 27, 2019



The Office of the Solicitor General has completed its review of the submitted contractual grant document(s) *See 7 MLBSA § 26(b)(2).*

The office has approved the contract, i.e., sanctioned the substantive legal provisions contained therein.

Please contact us if you have any further questions or concerns. We can be reached at (320) 532-4733.

/s/ Caleb Dogeagle *CD*
Caleb Dogeagle, Solicitor General
Office of Solicitor General

**White Earth Nation Human Services
CONTRACT FOR SERVICES AGREEMENT**

THIS AGREEMENT is entered into by and between White Earth Nation Human Services under the laws of the State of Minnesota hereafter referred to as "WEN Human Services" and Mille Lacs Band of Ojibwe hereafter referred to as "Sub-grantee"

WHEREAS White Earth Nation Human Services operates a Family Homeless Prevention and Assistance Program (FHPAP) funded by Minnesota Housing Finance Agency

WHEREAS White Earth Nation Human Services will subcontract with the Mille Lacs Band of Ojibwe as a sub-grantee to provide homeless assistance and prevention activities to Mille Lacs Band of Ojibwe members living on or near the Mille Lacs Reservation

NOW THEREFORE in consideration of the mutual covenants of the parties hereinafter set forth the parties agree as follows: White Earth Nation Human Services will contract with the Mille Lacs Band of Ojibwe to provide Family Homeless Prevention and Assistance program service.

**Section I
RESPONSIBILITIES OF PARTIES**

1. RESPONSIBILITIES OF PARTIES

Responsibilities of Subgrantee

- 1.1 Provide homeless assistance and prevention activities to qualifying adults, families and youth living on or near the Mille Lacs Reservation.
- 1.2 Report enrollment and outcomes to the WE Earth Homeless Program Coordinator or the Assistant Director of White Earth Human Services by the 10th of each month for the preceding month
- 1.3 Submit request for reimbursement for services by the 10th of each month for the preceding month.
- 1.4 Complete Coordinated Entry ("CE") process to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated entry system covers the geographic area and can be accessed by individuals and families seeking housing or services is well advertised and includes a comprehensive and standardized assessment tool.
- 1.5 Complete HMIS data entry for all individuals and families enrolled in FHPAP monitor for accuracy and revise errors and obtain all necessary disclosures, releases and consents to allow the Grantee and MHFA to access information and reports
- 1.6 Comply with provisions of Grantee contract from MHFA for sub grantees including a sub-grantee must comply with (i) all of the provisions of the licensing, training and other requirements regarding HMIS, (ii) provisions necessary for MHFA or its representatives or the Legislative or State Auditor for the State of Minnesota to inspect, audit, copy, or abstract any and all of sub-grantee's books, records, papers, or other documents relevant to the Grant or the use of the Grant proceeds thereof, (iii) provisions that sub-grantee is not allowed, without the prior written consent of MHFA, which consent may be withheld at the sole discretion of MHFA, to enter into any sub-contractor agreement that is relevant to the Grant or the use of the Grant funds, and (iv) all provisions necessary to assure sub-grantee compliance with applicable state laws
- 1.7 Sub-grantee shall submit monthly project reports to the Grantee as outlined in Exhibit B. These reports must include actual Program results compared to Program objectives outlined in Grantee's Project Plan. The Sub-grantee shall submit demographic and income information about individual households served. The Sub-grantee shall retain all records in connection with this Agreement for a minimum of 6 years from the end of this Agreement, as required by

Minnesota Statutes section 16C 05, subdivision 5. See Exhibit A for Communications Plan

Responsibilities of White Earth Nation Human Services :

- 1.8 Reimburse Mille Lacs Band of Ojibwe for FHPAP services provided to the extent of availability of awarded contract funds.
- 1.9 Submit fiscal outcome and activity reports to MHFA and the FHPAP Advisory Committees.

**Section II
CONTRACT FEES**

2. CONTRACT FEES

2.1 Contract Fees

White Earth Nation Human Services shall pay Subgrantee a fee for performing the services provided pursuant to Section 1 of this Agreement. **Eighteen Thousand Nine Hundred and fifty dollars (\$18,950)**

2.2 Payment of Taxes

The parties agree that the Subgrantee will be solely responsible for all taxes incurred as a result of payments made pursuant to this Agreement. The parties further agree that WEN Human Services has absolutely no responsibility to pay any employment related taxes, social security contributions, pension contributions or any additional sums arising out of or related to the terms and conditions of this Agreement.

2.3 Method of Payment

The Subgrantee will submit invoices for all services provided. Payment will be contingent upon acceptance by WEN Human Services of work completed. WEN Human Services will make every effort to make payment within 15 working days of execution of invoices.

**Section III
TERM AND TERMINATION**

3. TERM AND TERMINATION

3.1 Contract Term

The term of this Agreement shall commence on **receipt of signed contract from Minnesota Housing Finance Agency**, and shall continue in full force and effect except as stated below until **June 30, 2021**.

3.2 Termination

(i) Either party may terminate this Agreement at any time after giving the other party 30 days' prior notice. This notice must be in writing and must be sent by prepaid, registered, or certified mail to the business address of the other party as specified in this Agreement, or to such other address as the receiving party shall hereafter furnish to written notice to the other party; and (ii) Each party shall be required to carry out the terms of this Agreement with respect to any obligations incurred by Grantee pursuant to Grantee's Project Plan prior to the receipt of the notice of termination of this Agreement.

Section IV
INDEMNIFICATION/ HOLD HARMLESS/ INSURANCE

4. INDEMNIFICATION/ HOLD HARMLESS/ INSURANCE

4.1 Indemnification Hold Harmless

The Subgrantee agrees to defend, indemnify and hold WEN Human Services its employees and officials harmless from any and all claims of action, including reasonable attorney's fees and expenses arising out of any reckless, wanton or neglect mission on the part of the Subgrantee or its subcontractors, partners, or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the Subgrantee or the subcontractors, partners or dependent contractors or any of their agents or employees under the Agreement.

4.2 Insurance Requirements

At all times during the term of this Agreement the Subgrantee shall maintain insurance coverage as follows:

421 Auto Insurance

1. General Liability Insurance

422 Workers' Compensation Insurance

1. The policy shall include Employer's Liability insurance.
2. The limits shall be statutory per applicable State and Federal laws. Minimum limits of:

Bodily Injury by Accident:	\$100,000 each Accident
Bodily Injury by Disease:	\$100,000 each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit
3. Workers' Compensation may only be waived pursuant to State and Federal laws.

423 Subcontractor's

1. If possible, the Subgrantee shall include all subcontractors and sub-subcontractors as insured under its policies. If this is not possible, the subcontractors and sub-subcontractors shall be required to follow the same criteria and limits as the Subgrantee.
2. The Subgrantee and/or subcontractor shall furnish separate Certificates of Insurance for each subcontractor.

424 Certificate of Insurance:

1. The Subgrantee shall furnish Certificate(s) of Insurance before work commences.
2. The Certificate(s) shall be signed by the person authorized by the insurer to bind coverage.
3. The Certificate shall include a minimum 60-day written notice of intent to cancel, suspend or reduce coverage and shall provide that a copy of said notice shall be forwarded to WEN Human Services.

425 Certificate of Liability

1. Subgrantee shall obtain and maintain a Certificate of Liability showing employee dishonesty/crime coverage insurance or other similar coverage in the amount of at least one-eighth of the total amount of the Grant.
2. Subgrantee shall name MHFA a certificate holder on the Certificate of Liability as approved in writing by MHFA.
3. Subgrantee, at its sole cost and expense and from time to time and at any time at the request of MHFA, must provide evidence of such coverage.

Section V
REPRESENTATIONS AND WARRANTIES OF SUBGRANTEE

5. SUBGRANTEE CERTIFIES, REPRESENTS, COVENANTS, AND WARRANTIES AS FOLLOWS

(a) It is a duly constituted entity in good standing and authorized to do business in the State of Minnesota

(b) It has legal authority to enter into, execute and deliver this Agreement, and it has taken all actions necessary and incident to its execution and delivery thereof

(c) It is not in violation of any provisions of its organizational documents or of the laws of the State of Minnesota or the United States of America, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before or by any judicial body or governmental authority, against or effecting it, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority that would impair its ability to enter into this Agreement or to perform any of the act required of it in this Agreement.

(d) It will comply with the provisions of any federal, State, or local law prohibiting discrimination in housing on the grounds of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or familial status, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), all requirements imposed by or pursuant to the regulations HUD (24 C.F.R., Subtitle A, Part I) issued pursuant to that Title, regulations issued pursuant to Executive Order 11063, Title VIII of the Civil Rights Act of 1968 and the Minnesota Human Rights Act (Minnesota Statutes Chapter 363A).

(e) It has not made any materially false statements or miss statements of fact to MHFA, and all of the information, terms, conditions, covenants or provisions contained in this Agreement and or incorporated herein by reference are true and correct.

(f) Subgrantee has or will secure at its own expense, all personnel and/or persons required for the performance of this Agreement and, if applicable, Sub-grantee will secure all personnel and/or persons required for performance of the contract.

(g) Neither the execution and delivery of this Agreement, nor compliance with any of the terms, conditions, requirements or provisions contained herein is prevented by, is a breach of or will result in a breach of any term, condition or provision of any agreement or document to which it is now a party or by which it is bound.

(h) It will comply with all applicable provisions of the FHPAP Program.

(i) It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties contained in this Agreement and Grantee's Project Plan and will supply any and all documentation required by this Agreement.

(j) It will furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested in writing by MHFA.

(k) It will agree to minimize administrative costs as a condition to receiving a grant from an appropriation of state funds in accordance with Minnesota Statutes section 168.98.

**Section VI
ADVISORY COMMITTEE**

6. ADVISORY COMMITTEE

Subgrantee shall participate on a regular basis with its advisory committee which Grantee must establish pursuant to Minn. Stat § 462A.204, in the implementation of the project outlined in Grantee's Project Plan.

In the event of a conflict between Subgrantee and its advisory committee, such issue or issues shall be resolved by, and in the sole discretion of MHFA.

**Section VII
MISCELLANEOUS**

7. MISCELLANEOUS

7.1 Confidentiality

The Subgrantee agrees that client names and any other information released to Subgrantee by WEN Human Services shall be kept confidential and shall be used only in connection with the performance of said duties for WEN Human Services. In case of a conflict between this paragraph and the Minnesota Data Practices Act, the Minnesota Data Practices Act shall govern.

7.2 Sub-Contractors

The Subgrantee shall not subcontract any of the services which Subgrantee is to provide without the express written approval of WEN Human Services.

7.3 Independent Contractor

The Subgrantee is expressly forbidden to act for WEN Human Services in any other capacity, or to represent itself in any manner as an agency of WEN Human Services, except under the terms hereof. During the term of this Agreement the Subgrantee, and the Subgrantee's employee(s), if any, shall be considered and act as an independent contractor and shall not be considered as employee(s) of WEN Human Services. The Subgrantee shall furnish all labor required to perform the services and will have full control and direction over the method and manner of performing those services.

7.4 Non-Waiver and Cumulation of Remedies

The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either party shall not be deemed a continuing waiver but shall apply solely to the instance to which such waiver is directed. The remedies provided under this Agreement shall be cumulative and not alternative, and the election of any one remedy for breach shall not preclude the pursuit of other remedies.

7.5 Entire Agreement

This Agreement sets forth the entire agreement and understanding between the Subgrantee and WEN Human Services regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. This Agreement may not be modified or amended except by a writing signed by the party against whom the modification or amendment is sought to be enforced.

7.6 Severability

Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent

jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision shall be deemed severed from this Agreement and all other provisions shall remain in full force and effect.

7.7 Assignment

Neither the Subgrantee nor WEN Human Services may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other.

7.8 Amendments

This Agreement may be altered, extended, changed or amended in writing by mutual agreement of the parties hereto when dated and attached hereto without altering the other terms of this Agreement.

7.9 Controlling Law

This Agreement shall be interpreted in accordance with the substantive laws of the State of Minnesota. Nothing in this Agreement shall be deemed or constructed to be consent to the jurisdiction of the courts of the state of Minnesota on behalf of the sub-grantee, or any of its employees, agents or assigns.

7.10 Notice

Any notice to be given hereunder by either party to the other shall be in writing and may be effectuated by delivery of U.S. certified mail, return receipt requested. Notice hereunder shall be sufficient if properly addressed and made to:

White Earth Nation Human Services
P.O. Box 70 Naytahwaush MN 56566
(218) 935-5554
Ben Bement Director of Human Services

7.11 Fact Finding Inquiries

As a condition of entering into this Agreement, Subgrantee agrees to cooperatively participate in any fact finding inquiries or investigations relative to the subject matter of this Agreement which may be initiated by White Earth Nation.

7.12 Certificate of Non-debarment

The Subgrantee certifies. By execution of this Agreement, that:

- 5.13.1 They are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (see 24 CFR 24.110) by any Federal department or agency.
- 5.13.2 They have not within a three-year period preceding the date of application submission been convicted of or had a civil judgment rendered against them for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 5.13.3 They are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in 5.13.2 above.
- 5.13.4 They have not within a three-year period preceding the date of this Agreement had one or more public transactions terminated for cause or default.

7.13 Statement of Nondiscrimination

Subgrantee acknowledges by execution of this Agreement, that the Subgrantee, in providing the

services contemplated under the terms of this Agreement, will not discriminate against any person(s) on the basis of age, race, creed, color, national origin, ancestry, sex, physical or mental handicap, marital status, sexual orientation, military status, or status as a public assistance recipient.

7.14 Alternative Dispute Resolution

The parties agree to promptly submit to mediation (within ten (10) working days of reaching an impasse) any dispute or controversy arising under this Agreement which cannot be resolved by the parties through direct communication without mediation. The parties further agree to mediate in good faith. The mediator to be selected shall be listed on the Minnesota Roster of Neutrals and shall either be selected by the mutual agreement of the parties or by each party submitting a list of up to three (3) qualified mediators and then alternately striking names. The parties shall flip a coin to determine which party shall strike the first name. The parties shall equally share the costs of mediation. Absent a claim of suspected child abuse, this procedure shall be followed before either party may file an action/complaint with a court of competent jurisdiction or any regulating agency and to that extent this provision supersedes the provisions contained in paragraph 5.4.

Section VIII SUB-GRANTEE MONITORING

8. CONTRACTOR/SUB-GRANTEE MONITORING

8.1 Examination of Files

Upon request by the grantee of the MHFA with reasonable notice of not less than ten (10) business days, the subgrantee may submit to the Grantee, MHFA or the Legislative or State Auditor, or permit representatives of MHFA or the Legislative or State Auditor to examine or audit during regular business hours, any and all of the files and financial records maintained by Grantee in connection with this Agreement. Any information furnished by the subgrantee pursuant to this section 8.1 shall be released in accordance with the laws and customs of the Mille Lacs Band of Ojibwe with respect to the privacy of tribal member's personal information and other standard tribal practices.

8.2 Contract Monitoring

In addition to the provisions necessary to define a sound and complete agreement, provisions necessary for the Grantee, MHFA, or its representatives, or the Legislative or State Auditor for the State of Minnesota to inspect, audit, copy, or abstract, any and all of Subgrantee's books, records, papers, or other documents relevant to the use of the Grant proceeds thereof, provisions that Subgrantee is not allowed, without the prior written consent of the Grantee and MHFA, to enter into any sub-contractor agreement that is relevant to the Grant or the use of the Grant fund, and all provisions necessary to assure sub-grantee compliance with applicable state laws.

SUBGRANTEE:

Signature

Date

White Earth Nation Human Services

By

Executive Director

Date

#10

INTEROFFICE MEMORANDUM

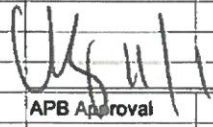
TO: ADMINISTRATION POLICY BOARD & BAND ASSEMBLY
FROM: JULIE BENJAMIN, SCHOOL ADMINISTRATOR
CC: JOYCELYN SHINGOBE, COMMISSIONER OF EDUCATION
DATE: OCTOBER 21, 2019
SUBJECT: NEW FUNDS FOR EDUCATION – SCHOOL IMPROVEMENT



Nay Ah Shing School is requesting Administration Policy Board & Band Assembly to appropriate \$100,000.00 into Nay Ah Shing School's NEW School Improvement budget per Bureau of Indian Education amendment #5.

These funds will be used for alternative learning and credit recovery for students this school year FY2019-2020.

#10

Mille Lacs Band of Ojibwe		Date		10/11/2019	
Budget Revision/Modification					
Department	203-	FY 2019			
Program Name	NEW - School Improvement				
		Check			
		Off			
Source of Revenue		Amount			
	Federal Grant				
3305	BIE Revenue	100,000.00			
	Net Revenue				
	Carryover				
	Program Transfer				
	Income				
	Total Revenue	100,000.00			
Expenditures:	Account Code	Available Balance	Increase	Decrease	Revised Amount
Salaries	4000	83,240.90			83,240.90
Health Ins	4105				-
Life Ins	4106				-
Disability Ins	4107				-
Dental Ins	4108				-
Work Comp	4109	500.00			500.00
Unemployment	4110	500.00			500.00
Retirement	4111	500.00			500.00
FICA E/S	4112	500.00			500.00
Contract Services	4300				-
Local travel	4400				
Non- Local Travel	4450				
Communication	4500				
Postage	4550				
Training	5000	2,000.00			2,000.00
Misc	5700				
Office Supplies	6100				
Insurance	6120				
Classroom Supplies	6200				
Box Top Expense	6201				
Close Up	6202				
Purdue/G&T	6203				
Copying Lease	6300				
Program Supply	6400	1,000.00			1,000.00
Transportation	6720	6,000.00			6,000.00
Program Activities	6800				
Student Incentives	6801				
Small Equipment	7000				
Indirect Cost	9010	5,759.10			5,759.10
Totals:		\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
					
Commissioner/Authorized Signer Signature		Date	APB Approval	Date	

AMENDMENT NO: 06
 SY 2019/2020

NAME OF GRANTEE: NAY-AH-SHING SCHOOL BOARD	TYPE OF GRANT Title V, Public Law 100-297 Part A; X Part B;	NAME OF SCHOOL: NAY-AH-SHING GRADE LEVEL: K-12 TYPE OF SCHOOL: DAY
GRANT NUMBER: A19AV00901		
VENDOR NO: 71304217		

PROGRAM DESCRIPTION FUNCTION	ACCT G L IN	ACCOUNTING CODE	INITIAL	INCREASE DECREASE (-)	BUDGET AMOUNT
ISEP	001	AADD53F18G/180A2100DD/A0E300000/ 413A00	1,083,800.00		1,083,800.00
Student Transportation	002	AADD53F18G/180A2100DD/A0E320000/ 413A00	319,520.00		319,520.00
Tribal Grant Support Costs	003	AADD53F18G/180A2100DD/A0E340000/ 413A00	479,200.00		479,200.00
21st Century	004	AADD53F18G/180A2100RM/A087F6888 .999900/AR.DED.97F68810.083/413A00	95,737.00		95,737.00
Program Enhancements	005	AADD53F18G/180A2100DD/A0E433030/ 413A00	159,000.00	37,429.51	196,429.51
Striving Readers	006	AADD53F18G/178A2100RM/A087G7777 .999900/AR.DED.97G77719.083/413A00	50,000.00		50,000.00
School Improvement 1003A Comprehensive School Improvmt	007	AADD53F18G/180A2100RM/A087G1818 .999900/AR.DED.97G18810.083/413A00		100,000.00	100,000.00
	008				0.00
	009				0.00
	010				0.00
	011				0.00
	012				0.00
	013				0.00
	014				0.00
	015				0.00
	016				0.00
	017				0.00
	018				0.00
	019				0.00
	020				0.00
	021				0.00
	022				0.00
	023				0.00
	024				0.00
	025				0.00
	026				0.00
	027				0.00
	028				0.00
		TOTAL	2,167,057.00	137,429.51	2,304,486.51

X-Form BIA 4124
August 1993

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

DATE 09/3/19
NO.20-037

REIMBURSEMENT AUTHORIZATION

FUND CENTER: AADD53F18G

LOCATION NAME: Nay-Ah-Shing School

COPIES Recipient; D00100,D00320

APPROPRIATION SYMBOL AND TITLE:148/02100 Operation of Indian Programs FY 8/0.

FUND	FUNCTIONAL AREA	INCREASE
	SCHOOL IMPROVEMENT 1003A	
180A2100RM	A087G1818.999900	\$100000

REMARKS: Distribution of funds made available for program operation and administration pursuant to U.S. Department of Education Agreement ED-ESE-17-J-0012/AGED0018001. [CFDA NO. 84.010]

PURPOSE: Distribution of Budget Fiscal Year 2018-2020 funds to implement the Comprehensive School Improvement (CSI) 1003a program for SY 2019-2020 and follow their approved budget and plan. Funds must be expended by July 31, 2020.

AADD53F18G 180A2100RM A087G1818.999900 AR.DED.97G18810.083 and a six digit object commitment code.

CONDITIONS: These funds are subject to the conditions and restrictions contained in IAM Part 26 Chapter 2.

FUNDS AVAILABLE FOR OBLIGATION 07/01/2018 - 09/30/2020.

PREVIOUS DISTRIBUTION	\$0
THIS DISTRIBUTION	\$100000
TOTAL DISTRIBUTION	\$100000

RECEIVED BY:

[Signature]
RECIPIENT SIGNATURE & TITLE

9/06/19
DATE RECEIVED

#11

MEMORANDUM

TO: Administrative Policy Board / Band Assembly

FROM: Leann Benjamin, Ojibwe Language and Culture Director

(12)

CC: Joyce Shingobe, Commissioner of Education



SUBJECT: MIAC - New Funds for NAS Ojibwe Language Program

DATE: 9/12/19

Nay Ah Shing School is requesting Administration Policy Board and Band Assemble to appropriate new funding from the Minnesota Indian Affairs Council MIAC Tribal Language Grant #21371 in the amount of \$51,818.18. These funds will be used to expand the Ojibwe Language and Immersion program at NAS through training, educator supplies, and contracted services in order to expand the continuum and quality of education services available.

If you have any questions or concerns, please contact me at 320-532-2101

Thank you,

Leann Benjamin, Ojibwe Language and Culture Director

Budget Revision Spreadsheet

#11

Mille Lacs Band of Ojibwe				Date		9/12/2019	
Budget Revision							
Department		206-NEW					
Program Name		Ojibwe Language Program				FY19	
		Check		Check			
Source of Revenue		Off		Amount		Revision Type	
Federal Grant						x Increase in Revenue and Expenditures	
State Grant		x		51,818.18		Contingency Fund Utilization	
Net Revenue						Increased Expenditures without	
Carryover				-		Increase in Revenue	
Program Transfer				-			
Income				-			
Total Changes				51,818.18			

Expenditures:	Account Code	Current Budget	Increase	Decrease	Revised Amount
Salaries	4000		-		-
Health	4105		-	-	-
Life	4106		-	-	-
Disability	4107		-	-	-
Dental	4108		-	-	-
Work Comp	4109		-	-	-
Unemployment	4110		-	-	-
Retirement	4111		-	-	-
FICA E/S	4112		-	-	-
Contract Services	4300		37,800.38	-	37,800.38
Local Milage	4400		-	-	-
Non- Local Travel	4450		3,468.00	-	3,468.00
Communication	4500		-	-	-
Postage	4550		-	-	-
Training	5000		-	-	-
Legal Services	5100		-	-	-
Misc.	5700		-	-	-
Supplies	6100		8,918.50	-	8,918.50
Insurance	6120		-	-	-
Print/copy	6300		-	-	-
Program Supplies	6400		-	-	-
Equip./Lease Repair	6500		-	-	-
Program Activities	6800		-	-	-
Small Equip.	7000		-	-	-
Equipment	7100		-	-	-
Construction	7200		-	-	-
			-	-	-
IDC	9010		1,631.30	-	1,631.30
Totals:		\$ -	\$ 51,818.18	\$ -	51,818.18

<i>Kungae</i>		<i>10/17/19</i>		<i>Wh 11/1/19</i>	
Commissioner Signature	Date	Administration Policy Board	Date		

21371/1125586/300-718

STATE OF MINNESOTA
GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through the Minnesota Indian Affairs Council ("STATE") and the Mille Lacs Band of Ojibwe, 43408 Oodena Drive, Onamia, MN 53659 (GRANTEE).

Recitals

1. Under Minn. Stat. §3.922 Subd. 5 and 2019 Minnesota Special Session, Chapter 2, Article 4, Section 2, Subdivision 9 the State is empowered to enter into this grant.
2. The State is in need of revitalization of the Ojibwe language.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. §16B.98, Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 *Effective date:*

September 1, 2019, or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. Per, Minn. Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.

1.2 *Expiration date:*

June 30, 2020 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, ~~Jurisdiction, and Venue~~; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97, Subd. 4 (a) (1).

2.1 Complete work as outlined in the attached document entitled the "MIAC Tribal Language Grant".

2.2 The Grantee will submit reports that document program activities, measurable outcomes and a detailed breakdown of program expenditures in a narrative format provided by the State. The reports are due to the Minnesota Indian Affairs Council on a quarterly basis. Site visit(s) to the Grantee will be executed by the State for awards over \$50,000. A final report including project outcomes must be submitted before July 20, 2020. Please reference Section 4.2: "Payments" which references this required reporting schedule. Reporting requirements must be met for the grantee to be reimbursed.

2.3 The Grantee must compile and submit all information for funded projects or programs required under Minn. Stat. §§3.303, Subd. 10, and 129D.17, Subd. 2(d) to the State, the Legislative Coordinating Commission, and the Legislature as soon as practicable or by January 15 of the applicable fiscal year, whichever comes first.

2.4 Modifications equal to or less than 10 percent of any line item are permitted without prior approval from the state provided that such modification is indicated on submitted reports and that the total obligations of the State for all compensation and reimbursements to the Grantee shall not exceed the total obligation.

2.5 Modifications greater than 10 percent of any line item in the most recently approved work plan and budget from the work plan entitled the "MIAC Tribal Language Grant" require prior approval from the State and must be indicated on submitted reports.

2.6 Per Minnesota Law, 2011, 1st Special Session, Article 5, Section 7, Subd 3, a recipient of money from a legacy fund must not use the money to fund a trust, endowment, or similar instrument unless they meet the requirements listed therein.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation

The Grantee will be paid **ACCORDING TO THE BREAKDOWN OF COSTS CONTAINED IN** the entitled the "MIAC Tribal Language Grant" which is attached to and incorporated into this grant agreement and must be solely for allowable and eligible expenditures. Expenditures eligible for reimbursement shall meet the following criteria: a) deliverable items as stated in the approved Work Plan and Budget, b) incurred within the grant period (Section 1.1 and 1.2), and c) have been paid.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed the approved amount in the grant budget. The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Tribal Nations may follow federal per diem guidelines if applicable. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$51,818.18.

4.2 Payment

(a) Invoices

- I. An itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.
- II. Supporting financial documents that tie to the invoice including, but not limited to, copies of receipts, contracts, balance sheets, or other information deemed necessary by the state.

(2) Reports.

- I. A report in a narrative format provided by the State that includes a detailed description of program activities, measurable outcomes and a *detailed breakdown of program expenditures*.

Invoices and reports must be submitted timely and according to the following schedule:

November 15, 2019

January 15, 2020

May 15, 2020

July 20, 2020

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

- (a) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- (b) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- (c) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- (d) The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
 - State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List
 - Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program
 - Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program
- (e) The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- (f) The grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- (g) Notwithstanding (a) - (d) above, the State may waive bidding process requirements when:
 - Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant
 - It is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
- (h) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
- (i) The grantee must not contract with vendors who are suspended or debarred in MN:
<http://www.mnd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is LeRoy Staples Fairbanks III., Executive Director MIAC, 1819 Bemidji Ave N, Ste 2 Bemidji, MN 56601 (651) 539-2202, LeRoy.StaplesFairbanks@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the

services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Chief Executive Melanie Benjamin, Mille Lacs Band of Ojibwe, 43408 Oodena Drive, Onamia, MN 53659. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by ~~either the Grantee or the State~~. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights

The Grantee shall own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the WORKS and DOCUMENTS. WORKS shall mean all inventions, improvements or discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks, conceived, reduced to practices, created or originated by the grantee, its

employees, and subcontractors, either individually or jointly with others, in the performance of the contract. WORKS shall include the DOCUMENTS. The DOCUMENTS are the originals of any databases, computer programs, reports, notes, or other materials and documents, whether intangible or electronic forms, prepared by the Grantee, its employees, or subcontractors, in the performance of this Grant Agreement. The DOCUMENTS shall be the exclusive property of the Grantee. The State shall, at the request of the Grantee, execute all papers and perform all other acts necessary to transfer or record the Grantee's ownership interest in the WORKS and the DOCUMENTS.

10.3 *Obligations*

The Grantee represents and warrants to the State that the WORKS and DOCUMENTS do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend and hold harmless the State at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the WORKS or DOCUMENTS infringe upon intellectual property rights of others. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee or State's opinion is likely to arise, the Grantee shall, at the State's discretion, either attempt to procure for the State on commercially reasonable terms the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing WORKS or DOCUMENTS as necessary and appropriate to obviate the infringement claim. This remedy of the State shall be in addition to and shall not be exclusive to other remedies provided by law. Nothing in the Article 10.3 shall constitute or be construed to constitute a waiver by either the State or the Grantee of the sovereign immunity of each party from certain suits or remedies relating to infringement claims. Grantees may assert the immunities of the State in connection with Grantee's defense of any infringement claim brought against the State. The State shall reasonably cooperate with the Grantee in connection with the Grantee's defense of any claim or suit, and the State shall discontinue use of any allegedly infringing WORKS or DOCUMENTS at the Grantee's reasonable request.

11 *Workers Compensation*

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 *Publicity and Endorsement*

12.1 *Publicity*

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 *Endorsement*

The Grantee must not claim that the State endorses its products or services.

13 *Governing Law, Jurisdiction, and Venue*

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. ~~Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state, tribal or federal court with competent jurisdiction.~~ In accordance with Minn. Stat. § 16J.98 Subd. 10, Grants with Indian tribes and bands Notwithstanding any other law, an agency may not require an Indian tribe or band to deny its sovereignty as a requirement or condition of a grant with an agency.

14 Termination

14.1 Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and 16C.05

Signed: [Signature]

Date: 8/30/19

SWIFT Contract/PO No(s): 21371/1655861
300 - 718

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]

Title: Education Commissioner

Date: 9/27/2019

By: [Signature]

Title: Secretary General

Date: 1/20/19

3. STATE AGENCY

By: [Signature]

Title: Chairman

Date: 10/5/19

[Signature]

Executive Director, MIAC

10/4/2019

Distribution:

Agency
Grantee

State's Authorized Representative

Mille Laes Band of Ojibwe - MIAC Tribal Language Grant Year 1 Work Plan

Goal: The goal of this project will be the expansion and enhancement of Ojibwe language and Ojibwe Immersion programming at Nay Ah Shing (NAS) school including expanded integration of Immersion and Ojibwe programming with surrounding curricular materials.

Objectives	Tasks	Timeframe	Staff Responsible
Objective 1: By September 1, 2019, Mille Laes Band of Ojibwe (MLBO) Nay Ah Shing (NAS) school and MLBO Human Resources (HR) will contract and hire an Immersion Consultant for delivery of Immersion services within the NAS Ojibwe program to project end	1. Lay out scope of work for contracting tasks expected of contracted Immersion Consultant	1. August 19, 2019	• MLBO NAS Admin.
	2. Prospect and begin hiring/contracting process for Immersion Consultant	2. September 1, 2019	• MLBO NAS Ojibwe Program Coordinator
	3. Train Immersion Consultant including familiarity with existing educational curriculum and continuum	3. September 1-14, 2019	• MLBO HR
	4. Immersion Consultant will deliver Immersion services including enhancement and supplementation of existing Immersion education services at MLBO NAS	4. September 15, 2019 – Project End	• MLBO Immersion Consultant
Objective 2: By September 1, 2019, MLBO NAS and MLBO HR will contract and hire a Cultural Arts Consultant for delivery of cultural arts services including delivering of crafting and sewing programming as a component of NAS Ojibwe culminating activity	1. Lay out scope of work for contracting tasks expected of contracted Cultural Arts Consultant	1. August 19, 2019	• MLBO NAS Admin.
	2. Prospect and begin hiring/contracting process for Cultural Arts Consultant	2. September 1, 2019	• MLBO NAS Ojibwe Program Coordinator
	3. Train Cultural Arts Consultant including familiarity with existing educational curriculum and continuum	3. September 1-14, 2019	• MLBO HR
	4. Cultural Arts Consultant will deliver Culture and Arts services which may include delivering of crafting and sewing programming as a component of NAS Ojibwe culminating activity	4. September 15, 2019 – Project End	• MLBO Cultural Arts Consultant
Objective 3: By September 1, 2019, MLBO NAS and Office of Management and Budget (OMB) will, bidding where	1. Working with OMB for acquisition process as necessary according to internal standards and practices or as a	1. August 19, 2019	• MLBO NAS Admin.
			• MLBO NAS Ojibwe Program Coordinator

necessary, prospect and acquire supplies and support contracts necessary for the expansion and enhancement of currently existing and under-resourced programming in the MLBO NAS Ojibwe language program	<p>component of granting organization, MLBO will acquire through permissible local purchase supplies necessary for effective continued delivery of existing Ojibwe language curriculum</p> <ol style="list-style-type: none"> 2. Lay out scope of work for contracting tasks expected of contracted Apple Product IT Support Specialist (APSS) 3. Prospect and begin contracting process for APSS 4. Share information as necessary with APSS as to existing technology continuum and usage within programming parameters 5. APSS will deliver consultation and technical assistance with Apple products as needed at MLBO NAS Ojibwe program 	<ol style="list-style-type: none"> 2. August 19, 2019 3. September 1, 2019 4. September 1-14, 2019 5. September 15, 2019 – Project End 	<ul style="list-style-type: none"> • MLBO HR • MLBO OMB • MLBO APSS
<p>Objective 4: On February 26-28, 2020, MLBO NAS staff including Ojibwe Language Coordinator and relevant support staff will attend for professional development purposes the 49th Annual National Association of Bilingual Educators (NABE) Conference in Las Vegas, Nevada</p>	<ol style="list-style-type: none"> 1. Working with OMB to ensure adherence to best practices, MLBO NAS Ojibwe Language Coordinator will acquire requisite registration, reservations, and airfare for attendance of NABE conference 2. Internal decision making will occur as to staff selected to attend NABE conference in keeping with need and professional role 3. Language Coordinator and relevant staff will attend NABE conference 4. Language Coordinator and relevant staff will debrief with other NAS professionals upon return 	<ol style="list-style-type: none"> 1. August 19, 2019 2. August 19 – December 20, 2019 3. February 26-28, 2019 4. March 1, 2019 – Project End 	<ul style="list-style-type: none"> • MLBO NAS Admin. • MLBO NAS Ojibwe Language Staff • MLBO NAS Ojibwe Program Coordinator • MLBO HR • MLBO OMB

Mille Lacs Band of Ojibwe - MIAC Tribal Language Grant Budget Form

MIAC Tribal Language Grant Two-year Budget Template		
LINE ITEMS	Contract Year 1 Budget	Contract Year 2 Budget
1.1 Personnel	\$0	\$0
1.2 Fringe	\$0	\$0
2.1 Travel	\$3468	\$3468
2.2 Equipment	\$0	\$0
2.3 Supplies	\$8918.50	\$9963
2.4 Contractual	\$37,800	\$41,800
Administrative (Indirect)	\$1631.30	\$1768.86
4. TOTAL*	\$51,817.80	\$56,999.86

Budget Support Page 1		Amount or Value of Line Item	
		Year 1	Year 2
PERSONNEL (1.1) & FRINGE (1.2) Position and Description/Basis for Valuation		\$0	\$0
Subtotal		\$0	\$0
Total		\$0	\$0

Budget Support Page 2		Amount or Value of Line Item	
		Year 1	Year 2
LINE ITEMS 2 - 3 (INCL OTHER)			
Description of Item and Basis for Valuation			
2.1	Travel	\$3468.00	\$3468.00
	National Association for Bilingual Education (NABE) Language Conference in Las Vegas, NV in order to network with other professionals in field of bilingual education and enhance best practices among professional cohorts (Registration = \$490 x 2 attendees = \$980; Mileage = 220 miles x \$.58 x 2 att. = \$255; Parking = \$26 x 5 days x 2 att. = \$260; Airfare = \$160 x att. = \$320; Luggage = \$30 x 2 flights x 2 att. = \$120; Lodging = \$108 x 4 nights x 2 att. = \$864; Taxi = \$60 x 2 att. = \$120; Per Diem = \$61 x 3 days, \$45.75 x 2 first/last days x 2 att. = \$549)	\$3468.00	\$3468.00
2.2	Equipment	\$0	\$0
2.3	Supplies	\$8918.50	\$9963
	Varidesk Style Sit/Stand Workstation in order to allow greater movement and flexibility in teaching professionals; to be used in conjunction with existing system of interactive educational tools to enable greater student/teacher/tool engagement (\$500 x 6 units = \$3000)	\$3000	\$0
	Shirts/Polos for Nay Ah Shing (NAS) school Ojibwe Staff and Students in order to foster school spirit and public as well as institutional recognition of those involved in programming; may be used in group activities or as rewards for participation in special or regular educational activities (\$45 x 65 shirts = \$2925)	\$2925	\$2925

	Misc. Supplies including books, pens, pencils, workbooks, printer supplies, curricular materials including small-scale crafting, sewing, and desk-work supplies; increased expense during second year may be used to purchase puppets and skit/live activity materials for classroom activities; specific allocation of lump sum pending specific curricular needs as deemed appropriate and allowable for grant funds by internal and grantor requirements (First Year = \$1993.50; Second Year = \$7038.00)	\$1993.50	\$7038
	Laptop/Portable Workstation for Cultural Consultant to enable remote and portable work during NAS Ojibwe events or while working away from NAS offices (\$1000)	\$1000	\$0
2.4	Contractual	\$37,800	\$41,800
	Cultural Arts Consultant to assist with delivery of NAS curriculum relating to cultural activities including Ojibwe cultural crafting and sewing, the latter of which will function as a culminating activity for NAS seniors within the Ojibwe programming continuum; position will also be responsible for using programmatic crafting/sewing supplies noted in brief above (\$20/hr x 20hr/wk x 42 weeks = \$16,800)	\$16,800	\$16,800
	Immersion Consultants to provide aid in implementing continuing and intensified Immersion services to students and to ensure Immersion education remains effective and in accord with best practices; Immersion Consultant may also engage in materials translation for pedagogic purposes and group-training regarding curricular criteria (First Year: \$50/hr x 40hr/month x 10 months = \$20,000; Second Year: \$50/hr x 40hr/month x 12 months = \$24,000)	\$20,000	\$24,000
	Apple Product IT Support Specialist to assist with remote and possible onsite assistance with Apple brand products and product integration as needed for successful delivery of curricula;	\$1000	\$1000

	existing continuum of IT services lack support for Apple products and integration of Apple products with surrounding software and hardware (\$1000)		
-	Administrative (Indirect Costs)	\$1631.30	\$1768.86
	MLBO uses a federally negotiated Indirect Cost Rate (IDC) of 13.17% to account for programmatic and administrative expenses that are not otherwise accounted for in budgetary terms; IDC applies a 13.17% rate to Salary, Fringe, Travel, Equipment, and Supply line items; a copy of the most recently approved IDC agreement is attached to this application (First Year: $\$12,368.50 \times 13.17\% = \1631.30 ; Second Year: $\$13,431 \times 13.17\% = \1768.86)	\$1631.30	\$1768.86
	Subtotal (Direct Costs)	\$50,186.50	\$55,231
	Total (Indirect + Direct Costs)	\$51,817.80	\$56,999.86