



Education Division
Commissioner's Order 02-07

A COMMISSIONER'S ORDER TO ENGAGE THE SERVICES OF DR. RICK ST. GERMAINE TO ASSIST THE MINISINAAKANGE LEADERSHIP ACACEMY TO CONDUCT SPECIALIZED AND TECHNICAL SERVICES AND PROFESSIONAL ADVISING TO THE MLA BOARD OF DIRECTORS AND STAFF IN PREPARATION OF THE OPENING THE ACADEMY.

WHEREAS, Pursuant to Title 4 MLBSA §7(h) the Commissioner of Education has the authority to issue an order on any subject matter within their jurisdiction pursuant to authority conferred by Band Statute; and

WHEREAS, Pursuant to Title 4 MLBSA §7(i) the Commissioner of Education has the authority to take those measures deemed necessary to protect the well-being of programs within their respective jurisdiction; and

WHEREAS, The services of Dr. Rick St. Germaine are necessary in order for the Minisinaakwang Leadership Academy to successfully prepare for and meet its responsibilities prior to and after the opening of the Academy; and

WHEREAS, Approval of a Service Contract by the Administration Policy Board prior to the time Dr. Rick St. Germaine must begin work is highly unlikely due to the inability of the Administration Policy Board achieving a quorum by the needed date of the start of services; and

WHEREAS, Payment for the services of Dr. Rick St. Germaine will not exceed an amount which requires Band Assembly approval;

NOW THEREFORE IT IS ORDERED that Dr. Rick St. Germaine will be contracted by the Mille Lacs Band Education Division to provide needed assistance to the Minisinaakwang Leadership Academy to prepare for the opening of the Academy Fall 2007 and providing school planning assistance after the opening.

IT IS FURTHER ORDERED THAT Dr. Rick St. Germaine will be paid a sum NOT TO EXCEED Twenty One Thousand Dollars (\$21,000.00) upon completion of work and submission of necessary invoices pursuant to OMB policies and procedures.

Expiration Date:
September 30, 2007

Joycelyn Shingobe
Commissioner of Education

MILLE LACS BAND OF OJIBWE SERVICE CONTRACT

The parties to this Contract shall be referred to as follows:

The Mille Lacs Band of Ojibwe Indians, a federally recognized Indian Tribe, shall be referred to as the "Band." **Dr. Rick St. Germaine** shall be referred to as the "Contractor."

1. The Contractor shall perform the following services: **Conduct specialized and technical services and professional advising to the MLA Board of Directors, MLA Planning Director, and MLA Curriculum Coordinator to carry forward planning, preparation, fund-raising, and organization of District II/MLA charter school, including: planning, research, development, training, and preparation for the opening of the charter school federal application; train and orient the school staff; assist with the relations with the CSS sponsor; advise the MLA school business, budget, and finance systems; participate in MDE training in Roseville, Mn; provide on-site curriculum and instruction training with the District II and staff, community and Band officials; legislative and governmental analysis of BIE school expansion initiative; coordinate and provide youth life skills training to District II students/youth; conduct community, parent & staff leadership training** at the following location (if applicable): **District II, District I, and Eau Claire, WI**.
2. The Band appoints **Joycelyn Shingobe, Commissioner of Education** as Contracting Officer to represent the Band in its dealings with the Contractor. This Contracting Officer may accept or reject, in whole or in part, the work performed under this Contract.
3. The Contractor shall perform the above services by the **30th** day of **September 30, 2007**. The Band may terminate this Contract upon the Contractor's refusal or inability to perform the services outlined herein.
4. The Contractor shall return to the Band any property of the Band that has come into the Contractor's possession during the term of this Contract upon request by the Band or at the termination of this Contract.
5. The Contractor agrees that all information and knowledge pertaining to this Contract and the services to be rendered are the property of the Band and no such information or knowledge shall be divulged to anyone other than the Band.
6. The Contractor agrees that all rights, titles, and interests in and to any and all work products arising out of this Contract are the property of the Band.
7. The Contractor agrees that during and subsequent to the term of this Contract it will without further consideration assign all rights, titles, and interests in any copyrightable material produced in connection with this Contract to the Band, and shall assist in every proper way, entirely at its own expense, to secure, maintain, and defend for the Band's benefit copyrights and any extensions and renewals thereof on any and all such materials produced.
8. The Contractor shall abide by all applicable Band, Federal, and State laws pertaining to the work performed.
9. In consideration for the services to be performed by the Contractor, the Band agrees to pay the sum of: **not to exceed \$ Twenty one thousand and no/00 Dollars (\$21,000.00)** to the Contractor on the following terms: **upon completion of work and submission of necessary**

documents for payment, and with approval of the Commissioner of Education or her designee. All invoices are subject to OMB processing schedule.

All payments will be issued in conformance with the policies and procedures of the Band's Office of Management and Budget (OMB).

- 10. All contracts require OMB approval; contracts of \$5,000 or more require approval from the Solicitor General and the Administration Policy Board; and contracts over \$25,000 require the approval of Band Assembly. If such approval is not obtained, this Contract is not binding on the Band.
- 11. The Contractor shall hold the Band harmless of any liabilities arising out of the performance of the services contained in this Contract.
- 12. It is expressly understood and agreed by the parties that the Contractor is an independent contractor and shall in no event be considered an employee of the Band. The Band will not withhold any State or Federal taxes on the payment to be made hereunder and will not provide any fringe benefits to the Contractor.
- 13. The Contractor is an independent contractor and has no authority to incur any expenses or obligations on behalf of the Band.
- 14. The Contractor agrees that any and all disputes which arise under this Contract will be adjudicated in the Court of Central Jurisdiction for the Mille Lacs Band and that said Court has personal jurisdiction over the Contractor. The Contractor agrees that all interpretations of this Contract will be based upon the laws of the Band.

CONTRACTOR

Rick St. Germaine 3/10/07
Signature of Contractor Date

MILLE LACS BAND OF OJIBWE INDIANS

[Signature] 3/29/07
Contracting Officer Date

Dr. Rick St. Germaine #13437
Name of Contractor

Education Resource Specialist Consultant
Title

240 Roosevelt Avenue
Eau Claire, WI 54701
Address

(715) 858-0158
Phone

395-48-4078
SS# / FED ID #

Line Item: 201-353-4300

OMB REVIEW *S: 3-29-07*
Initial & Date

OSG REVIEW *JML 4/13/07*
Over \$5000 Initial & Date

APB REVIEW *KAC 5-1-07*
Over \$5,000 Initial & Date

BAND ASSEMBLY REVIEW _____
Over \$25,000 Initial & Date

CO# 460284