



101 Fifth Street East
Suite 2400
Saint Paul, Minnesota 55101

651-227-0891 *phone*
651-297-6485 *fax*
BushFoundation.org

February 5, 2019

Dr. Roger Bordeaux
Director
Commission for Oceti Sakowin Accreditation
616 4th Ave W Ste 1000
Sisseton, SD 57262

Dear Roger,

I'm delighted that the Foundation has approved a grant of \$600,000 to Commission for Oceti Sakowin Accreditation.

One administrative step remains before we can release the grant funds to you. Please sign and return the attached Grant Agreement via email to grants@bushfoundation.org at your earliest convenience.

All of us at the Foundation appreciate the work you do on behalf of the communities we serve.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jennifer Ford Reedy'.

Jennifer Ford Reedy
President

Grant #18-66983

Enc.

BUSH FOUNDATION GRANT AGREEMENT

The Bush Foundation is pleased to approve a grant of \$600,000 to Commission for Oceti Sakowin Accreditation. The undersigned hereby agrees:

1. That the purpose of this grant is the following: To accelerate the adoption of Native education accreditation in tribal schools to provide a more culturally relevant and individualized education in North Dakota and South Dakota. Project outcomes and key activities are further detailed in Attachment A.
2. That the grant period extends from: February 1, 2019 to January 31, 2023.
3. That payment(s) will be made by the date(s) listed in the following table provided the terms and conditions of the Grant Agreement are met:

Payment Amount	Payment Date	Payment Status
\$130,000	February 28, 2019	Scheduled
\$160,000	February 29, 2020	Contingent
\$160,000	February 28, 2021	Contingent
\$150,000	February 28, 2022	Contingent

4. To submit progress reports of activities carried on under the grant, evaluations of what the grant accomplished, and complete financial reports detailing use of the grant funds according to the following schedule. The Bush Foundation will send a reminder and instructions for completing required reports prior to the report due date.

Report Type	Report Due Date
interim	December 31, 2019
interim	December 31, 2020
interim	December 31, 2021
final	March 31, 2023

5. That if Commission for Oceti Sakowin Accreditation has identified individuals or organizations it may use to achieve the purpose of the grant, the Bush Foundation does not direct in any way that these grant funds will be used for those individuals, and Commission for Oceti Sakowin Accreditation has complete discretion to select individuals to achieve the purpose of the grant whom it determines are appropriate and qualified to do so. Bush Foundation's approval of this grant and this grant agreement, including without limitation the reference to particular organizations in the description of the purpose of this grant, if any, should not be construed in any way as an agreement or requirement that any particular individuals or organizations be selected to achieve the purpose of this grant.
6. That the grantee is an organization that is either (a) described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and Section 509(a)(1), (2) or (3)(other than a Type III supporting organization which is not functionally integrated, as defined in Code Section 4943(f)(5)(B)), and that the purposes of the grant are within the grantee's 501(c)(3) charitable purposes, or (b) a state or political subdivision or a tribal governmental entity or an integral part of such entities, and that the purposes of the grant are within the grantee's public purposes. Grantee will inform Bush Foundation of any change in or IRS proposed or actual revocation of its tax-exempt status, whether or not appealed.
7. To use the funds only for the designated purpose and not to use the funds for any purpose prohibited by law, including those purposes specified in Section 4945 of the Code. No part of this grant may be used to intervene in any campaign for public office, for a voter registration drive, or for lobbying. For these purposes, "lobbying" is attempting to influence legislation at any level of government through attempts to influence public opinion on a legislative subject or direct communications with those who formulate legislation. Nonpartisan analysis, study, and research is permitted.
8. To repay any portion of the grant which is not used for the designated purpose.

9. That uncommitted funds at the end of the grant period must be returned to the Foundation unless other arrangements have been proposed beforehand.
10. That the Bush Foundation may use Commission for Oceti Sakowin Accreditation's name, logo and information about the grant for purposes of publicizing the grant and the Bush Foundation's grant programs generally, including but not limited to on its website and in advertising, editorial, internal publications, and other publicity materials.
11. To maintain records of receipts and expenditures and to make its books relating to this grant available to the Bush Foundation at reasonable times during the term of the grant and for a period of four years following the end of the grant period.
12. To not incur any liabilities in reliance on the grant outside of the stated grant period unless specifically approved by the Bush Foundation.
13. That any grant payment may be discontinued, modified, or withheld at any time when, in the judgment of the Bush Foundation, such action is necessary to comply with the requirements of law or this agreement.
14. Consistent with Executive Order 13224 and the Patriot Act, no portion of the grant will be used to support terrorism, or will be diverted to other individuals or organizations which have assisted, sponsored, or provided financial, material, or technological support for terrorists or persons associated with terrorists.
15. This agreement is governed by the laws of Minnesota and the venue of any dispute regarding its terms shall be Ramsey County, Minnesota.
16. That the second payment is contingent on the Foundation's satisfactory review of the progress to date of outcomes outlined in the Long-Term Results and Annual Results sections in Attachment A of the grant agreement. If the Foundation has concerns about progress, it may decide to reduce or eliminate the remaining payments.
17. That the third payment is contingent on the Foundation's satisfactory review of the progress to date of outcomes outlined in the Long-Term Results and Annual Results sections in Attachment A of the grant agreement. If the Foundation has concerns about progress, it may decide to reduce or eliminate the remaining payments.
18. That the fourth and final payment is contingent on the Foundation's satisfactory review of the progress to date of outcomes outlined in the Long-Term Results and Annual Results sections in Attachment A of the grant agreement. If the Foundation has concerns about progress, it may decide to reduce or eliminate the remaining payments.

Commission for Oceti Sakowin Accreditation

Name _____

Title _____

Signature _____

Date _____

#18-66983

Please contact the Bush Foundation before or after the Grant Agreement is signed with any questions you may have about the grant period, the schedule of grant payments, the schedule of reports required or the desired format for narrative and financial reports. Adjustments to grant periods and uses of Bush Foundation funds are possible but require approval by the Bush Foundation. ***A signed copy of this Grant Agreement must be returned to the Bush Foundation before payment can be made.***

BUSH FOUNDATION GRANT AGREEMENT

ATTACHMENT A

#18-66983

Activities

Year 1: The first year of this initiative will be highly focused on building the infrastructure of Commission for Oceti Sakowin Accreditation (COSA) as an independent entity. The first year activities of this grant will include:

- Establishing an office with human and capital resources. This includes implementing a staffing structure, organizational policies and procedures, and an accounting system.
- Developing and implementing a new marketing strategy which will include expanding COSA's current website design and offerings and expanding their social media presence.
- Developing and implementing a comprehensive evaluation plan.
- Developing a long-term revenue model for COSA, to include:
 - Revenue from tribal governments and schools seeking COSA services
 - Other fundraising activities

The first year activities will also include the following activities focused on collaboration with tribal, state, and federal entities:

- Bringing the awareness of this work to all 23 Native nations in South Dakota, North Dakota, and Minnesota - including information on both current and future offerings by COSA.
- Developing and piloting a virtual training module for on-site members, tribal education departments, and schools.
- Cultivating and formalizing the support of partners and stakeholders in this work (tribal, state, and federal).

The first-year activities will include activities aimed at recruiting tribes and schools to retain COSA accreditation standards, and research on model tribal school teacher certification efforts and strategies. COSA will convene indigenous educators around the topic of developing culturally-based content and performance standards for elementary learning environments.

Activities in year one will also include the sharing of important content and learning related to tribal school accreditation through papers and potential presentations.

Year 2: The activities in year two will continue to build upon the work initiated in year one. Activities will include:

- Expanding the COSA office to meet the needs of their work.
- Continued monitoring and revisions to ensure staffing structures, organizational policies, procedures, and systems meet the growing needs of COSA.
- Expansion of COSA website content and offerings, social media presence, and virtual training offerings.
- Continuing to engage with indigenous educators around the topic of developing culturally-based content and performance standards for elementary learning environments.
- Continued collection and assessment of evaluation data.
- Implementation of development plan to support growth of a diverse revenue stream.
- Additional papers/presentations related to work.

Year 3: The activities in year three will continue to build upon the work initiated in years one and two. Activities will include:

- Expanding the COSA office to meet the needs of the work.
- Continued monitoring and revisions to ensure staffing structures, organizational policies, procedures, and systems meet the growing needs of COSA.
- Expansion of COSA website content and offerings, social media presence and virtual training offerings - to begin to include schools and tribes outside of the initial target areas of Minnesota, North Dakota, and South Dakota.
- Continued collection and assessment of evaluation data.
- Implementation of development plan to insure growth of a diverse revenue stream.
- Additional papers/presentations related to work.

Year 4: The activities in year four will continue to build upon the work initiated in years one, two, and three. Activities will include:

- Expanding the COSA office's human and capital resources (if needed) to meet the needs of the growing organization.
- Continued monitoring and revisions to ensure staffing structures, organizational policies, procedures, and systems meet the growing needs of COSA.
- Expansion of COSA website content and offerings, social media presence, and virtual training offerings to meet the needs of the growing organization. This expansion is to include:
 - Development of an on-line college credit indigenous school improvement program.
 - Additional training modules for tribal education departments and schools on how to apply for accreditation and school improvement and how to file reports.
- By 2022, COSA will meet with with AdvanceED to discuss any modifications to their agreement based on current state of COSA and the needs of the region. AdvanceED is an international regional accrediting agency and COSA has an existing agreement with AdvanceED to ensure alignment of processes for tribes/schools who seek dual accreditation.
- Continued collection and assessment of evaluation data.
- Implementation of development plan to insure growth of a diverse revenue stream.
- Additional papers/presentations related to work.

Outcomes

The ultimate goal of this initiative is to support the building of the infrastructure of COSA in order to establish a pathway for tribal schools to better exercise their tribal sovereignty to take ownership of the accreditation processes and to implement a more culturally relevant alternative for their communities.

Long-Term Results

COSA and the Bush Foundation realize that there are multiple potential long-term results (or impacts) that may come from this work. At minimum for the term of this grant, COSA and the Foundation anticipate measurable outcomes for the following points (COSA and the Foundation will work together to determine the best indicators of impact, where measures may not already be determined to illustrate successful achievement of these desired results):

- Infrastructure of the organization will be strengthened to include a strong staffing structure, policies and procedures, an accounting system, and diverse revenue sources.
- Eighteen tribes across Minnesota, North Dakota and South Dakota will adopt COSA accreditation for approximately 30 of their schools.
- Formal agreements in place with at least two of the three state departments of education in the region, recognizing COSA as a valid accrediting entity.
- Formal agreement in place with the Bureau of Indian Education on tribal content and performance standards.
- Model teacher certification strategy in place.
- Framework developed for Individualized Indigenous Content Standards and performance assessments.

Annual Results

COSA and the Bush Foundation will work together after the disbursement of the first payment to identify a tool to help both organizations engage, communicate, and document progress toward the long-term goals. While the tool and check-in practices are to be determined, the Foundation anticipates:

- At minimum, COSA and the Foundation will have three informal check-ins per year.
- COSA will complete annual reports according to the schedule in the grant agreement.
- The tracking tool will illustrate the status of work in terms of implementation, impact, and learning and will also provide a forward look at the next stages of the work.
- In the spirit of sharing the collective learning, some reporting elements maybe made available on the Bush Foundation website and/or other communication channels.