SHINGLE SPRINGS BAND OF MIWOK INDIANS
Shingle Springs Rancheria, (Verona) Tract, California
5281 Honpie Road, Placerville CA 95667
P.O. Box 1340, Shingle Springs CA 95682
(530) 676-8010 office; (530) 676-8033 fax

RESOLUTION 2016-34

SUBJECT: APPROVAL OF AMENDMENTS TO THE TRIBAL SERVICES DEPARTMENT POLICIES AND PROCEDURES MANUAL.

WHEREAS, the Shingle Springs Band of Miwok Indians (the "Tribe") is a federally recognized Indian tribe eligible for the special programs and services provided by the United States to Indians because of their status as Indians and is recognized as possessing powers of self-government; and

WHEREAS, the Shingle Springs Tribal Council is the duly-elected governing body of the Tribe and is authorized to act on behalf of the Tribe; and

WHEREAS, the Tribe currently provides several services which are facilitated by the Tribe's Tribal Services Department; and

WHEREAS, the Tribal Council wishes to expand and improve services for the Tribal Membership; and

WHEREAS, the Tribal Council has deemed it necessary to revise the Tribal Services Department Policies and Procedures Manual, specifically the Housing Down Payment Assistance Program, to increase the amount of down payment assistance from $10,000.00 per individual to $15,000.00 per individual to increase home ownership amongst the Tribal Membership; and

WHEREAS, the Tribal Council has deemed it necessary to revise the Tribal Services Department Policies and Procedures Manual, specifically the Burial Assistance Program to provide guidelines for donations to decedent spouses; and

WHEREAS, the Tribal Council has reviewed the amended "Tribal Services Department Policies and Procedures Manual" and has determined that they are consistent with the Tribe's goals in operating the Tribal Services Department; and

NOW THEREFORE, BE IT RESOLVED that the Tribal Council hereby approves the attached amended "Tribal Services Department Policies and Procedures Manual" as a policy of the Tribe, and authorizes the Chairman or his designee to execute any and all documents and agreements necessary as may be required to give effect to the transactions, herein contemplated, and to take such other actions as may hereby be necessary and appropriate to carry out the obligations thereunder.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

CERTIFICATION

As a duly-elected official of the Shingle Springs Band of Miwok Indians, I do hereby certify that, at a meeting duly called, noticed, and convened on the 31st day of March, 2016 at which time a quorum of 7 was present, this resolution was duly adopted by a vote of 7 FOR, 0 AGAINST, 0 ABSTAINED, and said resolution has not been rescinded or amended in any form.

Chairperson — Date: 3/31/16

ATTEST:

Secretary — Date: 3/31/16

SHINGLE SPRINGS BAND OF MIWOK INDIANS
Shingle Springs Rancheria, (Verona) Tract, California
5281 Honpie Road, Placerville CA 95667
P.O. Box 1340, Shingle Springs CA 95682
(530) 676-8010 Office; (530) 676-8033 Fax

TRIBAL SERVICES DEPARTMENT POLICIES AND PROCEDURES MANUAL

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE(S)
I	DEFINITIONS	3
II	DEPARTMENT OVERVIEW	7
III	ASSESSMENT AND APPLICATION	9
IV	REFERRAL SERVICES	10
V	TRANSPORTATION SERVICES	11
VI	PER CAPITA LOAN SERVICE	13
VII	YOUTH DEVELOPMENT ASSISTANCE SERVICES	15
VIII	CHILDCARE AND EDUCATION ASSISTANCE	22
IX	TRIBAL DEMOGRAPHICS	26
X	HIGH SCHOOL GRADUATION INCENTIVE	27
XI	GOOD GRADE INCENTIVE	30
XII	CHILDRENS CLOTHING SUPPLEMENT	32
XIII	CHILDRENS CHRISTMAS GIFT	34
XIV	ANNUAL MEMBERSHIP TRIP	36

XV	PERSONAL FINANCE MANAGEMENT SERVICES	39
XVI	INCOME TAX PREPARATION SERVICES	41
XVII	FOSTER CARE	42
XVIII	BURIAL SERVICES	47
XIX	REHABILITIATION ASSISTANCE	49
XX	HOME DOWN PAYMENT ASSISTANCE SERVICE	51
XXI	ADMISSION AND OCCUPANCY STANDARDS FOR RENTAL HOUSING	54
XXII	CERTIFICATION	59

SECTION I
DEFINITIONS

"Abandonment" shall mean vacating Rental Housing without written notice to the Tribe.

"Admission" shall mean the act of entering into a written agreement with the Tribe for Rental Housing.

"Admission and Occupancy Standards" shall mean those requirements described within this manual necessary to fairly and equitably manage Rental Housing.

"Adult" shall mean person who is 18 years of age or older.

"Annual Membership Trip" shall mean the annual trip offered to all Tribal members to a destination which they have voted upon.

"Applicant" shall mean an individual who has actually turned in a complete application, including all required back up documentation, to be considered for a Program.

"Child" or "Children" shall mean person who is 17 years of age or younger.

"Client" shall mean a person who is actually participating in Services.

"Child Care and Education Assistance" shall mean the monetary assistance Children may receive to directly fund tuition for daycare, preschool, private school, extended day school or summer school.

"Clothing Supplement" shall mean the monetary supplement Children may receive two (2) times per year to assist with their clothing.

"Detached Single Family Home" shall mean those Homes which are free-standing and which are not modular.

"Elder" shall mean a Tribal Member who is fifty-five (55) years of age or older.

"Elder's Assisted Living Home" shall mean those modular Homes which are designated for Elder's and their Caregivers (See the Elder's Department Policies and Procedures Manual for more details.)

"Fee Land" shall mean all property owned by the Shingle Springs Band of Miwok Indians that is not in trust.

"Good Grade Incentive" shall mean the monetary incentive students who are in elementary, middle and high school may receive for maintaining Good Grades.

"Good Grades" are defined as a 3.0 Total Grade Point Average or equivalent. All systems of grading can and will be converted to a GPA if not already in that format. **"GPA"** shall mean Grade Point Average.

"Guest" shall mean any person visiting Rental Housing who is not listed as an Occupant on the Rental Agreement.

"Head of Household" shall mean the one (1) Tribal Member Adult who makes a Rental Agreement with the Tribe and who is solely responsible for ensuring that they and the members of their Household fulfill the obligations required under their Rental Agreement and abide by applicable Admission and Occupancy Policies for their Home.

"Home" shall mean a dwelling, owned by the Tribe, which is managed by the Tribal Services Department whether it is a Town Home, Detached Single Family Home, Modular Home or otherwise.

"Home Down Payment Assistance Service" shall mean the Service in which Tribal Members are eligible for sums on money to use as down payments when purchasing a Home.

"High School Graduation Incentive" shall mean the incentive which those Tribal Members graduating regular high school on time shall receive upon graduation.

"Household" shall mean all persons living within the same structure, which is not a hospital, institution or other community living center, more than 50% of the time regardless of whether they are named on a lease or deed.

"Manual" shall mean this Tribal Services Department Policy and Procedure Manual.

"Occupancy" shall mean the number of Occupants that reside in a Home.

"Occupant" shall describe all persons residing within a Home for which substantiating documentation is available.

"Part-Time Occupant" is a person who lives in a Home less than 50% of the time. Usually Children, Part-Time Occupants are not counted in the calculation to determine Household size and do not affect the Occupancy limits in Tribal Housing.

"Per Capita" shall mean those monthly payments to members of the Tribe derived from gaming revenue.

"Per Capita Loan Service" shall mean the Service in where the Tribe advances a sum of money to an individual Tribal Member to later be repaid on a schedule.

"Placement Housing" shall mean Admission into an Elder's Assisted Living Modular Home which is a distinct process separate from Admission into regular Rental Housing.

"Referral Services" shall mean those services in which a Client is referred to resources outside of the Tribe.

"Rental Agreement" shall describe the agreement which the Head of Household and the Tribe enter into describing the terms of Occupancy for Rental Housing.

"Rental Housing" shall mean Admission into Rental Housing which is a distinct process separate from placement into Elder's Assisted Living Homes.

"Rental Waiting List" shall mean the first-come first-served waiting list for Rental Housing which is a different list than the Elder's Housing Placement Waiting List.

"Services" shall mean one of the many programs the Tribe offers over which the Tribal Services Department has authority in management.

"School Year" shall mean the period of time occurring between July 1st and June 30th.

"Shingle Springs Rancheria" shall mean all property held in trust by the United States for the Shingle Springs Band of Miwok Indians.

"Sublet" shall mean when an Occupant charges another rent to live in their Home that they are renting. Subletting is not allowed in Tribal Housing.

"Tribal Court" shall mean the Shingle Springs Band of Miwok Indians Tribal Court.

"Tribal Demographics" shall mean the Program that manages all demographic information of the Tribe.

"Town Home" shall mean any home having at least two (2) levels which is attached to a similar house by a shared wall.

"Tribal Land" is all land owned by the Tribe whether in Fee or trust.

"Tribal Member" shall mean a single individual who is an enrolled member of the Shingle Springs Band of Miwok Indians.

"Tribal Membership" shall mean all of the individuals collectively who are enrolled members of the Shingle Springs Band of Miwok Indians.

"Tribal Services Department" shall mean the department within Tribal Administration responsible for the administration of Services and Programs for the Tribal Membership.

"Tribe" shall mean the Shingle Springs Band of Miwok Indians.

"Youth Development Assistance Services" are those services available to Tribal Member Children and are intended to assist in becoming engaged in activities that positively affect their development in the areas of leadership, team work, self-confidence, education and learning and/or life skills.

SECTION II
DEPARTMENT OVERVIEW

(A) PURPOSE.

The Shingle Springs Band of Miwok Indians created the Tribal Services Department for the purpose of improving Tribal Member access to resources within and outside of the Tribe. The Tribal Services Department accomplishes this goal by functioning as the central intake office of the Tribe and by offering different Services which support general wellness Services. Services available may change from time to time as Tribal Member needs and availability of resources change. This Policies and Procedures Manual describes Services.

(B) ELIGIBILITY.

All Services are for Tribal Members. Some Services may from time to time be open to additional individuals, such as Tribal employees, Tribal Member family members or the greater community. The Tribal Services Department reserves the authority to limit participation in any particular Service to certain groups of Clients only.

(C) DEPARTMENT STAFF.

Tribal Services Department staff shall include the Tribal Services Coordinator and the Tribal Services Advocates. The Tribal Services Department may at times utilize interns or contractors and will also coordinate with many other staff in the course of providing Services to the Tribal Membership.

(D) BUDGET.

The Tribal Services Department budget is approved annually by the Tribal Council. Modifications to the approved budget may only be approved by the Tribal Council.

(E) FORMS.

Forms or other documents needed to fully implement Services may be created and revised at the direction of the Tribal Administrator, or his or her designee, as necessary to fully implement Services without need for amendment to this Manual.

(F) FRAUD.

Any Client found to be using false or misleading statements, omitting or misrepresenting facts or altering or forging documents to obtain eligibility, assistance or benefits will be immediately disqualified from Services. Those suspected of fraud will be referred to Tribal Court.

(G) CONFIDENTIALITY.
Maintaining confidentiality is a requirement of being a Tribal Services Department staff member or contractor. All staff receives confidentiality training and signs a confidentiality statement upon hire.

(H) APPROPRIATE BOUNDARIES.
In the course of serving the community and the individuals in it, Tribal Services Department staff and contractors at all times must maintain appropriate boundaries and abide by certain ethics. These include, but are not limited to, following all applicable law, obeying all direct orders of the Tribal Council and maintaining a strictly professional relationship with Clients.

(I) SUSPECTED ABUSE.
Tribal Services Department staff members and contractors are required to report actual or suspected Child abuse, abuse of persons with special needs, Elder abuse, animal abuse, financial abuse, domestic violence, threats of self-harm and threats to harm others to the proper authorities.

(J) SUSPECTED FINANCIAL ABUSE OF CHILDRENS BENEFITS.
Tribal Administration is required to investigate all reports from adults or children that children's benefits are, or are suspected of being, used for purposes other than their intended purpose. Any instances of financial abuse of children's benefits will result in the vendor pay process for all things including good grade incentives, Christmas gifts, and clothing supplements, etc.

(K) CLIENT EMPLOYMENT ISSUES.
Tribal Services Department staff and contractors will not interfere with any employment action or non-action of the Tribe on behalf of any Client but may assist when requested in areas such as skill development and life skills.

(L) SOVEREIGN IMMUNITY.
Nothing contained within these Policies and Procedures shall be construed as a waiver of the sovereign immunity of the Tribe.

(M) AMENDMENTS.
These Policies and Procedures, or any section herein, may be amended by a majority vote of the Tribal Council.

(N) SEVERABILITY.
If any provision, clause, sentence or paragraph of these Policies and Procedures is held to be invalid, the invalid portions shall not affect the remaining portions which shall remain in full force and effect.

SECTION III
ASSESSMENT AND APPLICATION

(A) ASSESSMENT REQUIREMENT.

All Clients who access Services must fill out an Intake Form as well as the appropriate application(s) for the Service(s) in which they are applying for. The Intake form will include a broad range of questions relating to wellness topics and is designed to help staff target Services for the individual and/or family.

(B) APPLICATION REQUIREMENT.

All Clients must complete the appropriate application for the Service which they are applying for. Many applications require that certain documentation be presented as well. The application is not complete until all supporting documentation is received.

(C) RECORDS.

Information obtained in the assessment and application process will be kept confidential. All Tribal Services Department files will be kept under lock and key or password protected when not in use. A file is created for each Client regardless if they are an Adult or Child.

(D) CONFIDENTIALITY.

Documents or other types of information pertaining to the individual Client including their progress or participation or attendance in any Services will not be released without express written permission from the Client specific to the individual(s) who may have access. Peers, employers, parents, family members, employees, outside agencies or outside service providers do not have access to Tribal Services Department files without specific authorization. Clients may request copies of documents in their file which they have signed.

SECTION IV
REFERRAL SERVICES

(A) PURPOSE.

The purpose of Referral Services is to connect Clients with Services that are beneficial to them regardless of the entity who administers them.

(B) ELIGIBILITY.

All Tribal Members are eligible for Referral Services. Additionally, Referral Services are available to members of Tribal families when the referral benefits the whole family.

(C) FACILITATION.

Referral Services generally begin in the form of a private face to face or private phone meeting between Tribal Services staff and the Client seeking Services. Portions of the Services are completed by Tribal Services staff on behalf of the Client while not in their presence. This includes research, advocacy, etc. Generally, Tribal Services staff will meet with the Client periodically throughout the time when Referral Services are being provided.

(D) TYPES OF SERVICES.

There are two (2) basic types of Referral Services that a Client may be involved in: Services administered by the Tribe and Services not administered by the Tribe.

(E) SELECTION OF SERVICES.

Tribal Services Department staff in conjunction with their Clients determines the type or types of services needed based on several factors which could include, but are not limited to, availability, time constraints, eligibility, confidentiality, Client preference, and cost to the Client and/or Court Order.

(F) DUAL CITIZENSHIP.

Tribal Members are not only citizens of the Shingle Springs Band of Miwok Indians but also citizens of their country, state and county. As such Tribal Members should take advantage of services offered by all of the places which they have citizenship. Tribal Services will refer Clients to the most relevant service provider available regardless of the entity which is administering the service and will take advantage of the wide range of services available to Tribal Members because of their dual citizenship.

SECTION V
TRANSPORTATION SERVICES

(A) PURPOSE.

The purpose of Transportation Services is to remove the barrier of inadequate transportation by ensuring that Clients are able to attend services which they are referred to by Tribal Services.

(B) ELIGIBILITY.

All Tribal Members and their families who are referred to Tribal or outside Services by the Tribal Services Department are eligible for transportation services when they do not have adequate transportation or are unable to drive. The Tribal Services Department will not transport individuals that are not their Clients.

(C) INADEQUATE TRANSPORTATION/ UNABLE TO DRIVE.

Inadequate transportation and/or inability to drive is a barrier which affects the whole family. Those with inadequate transportation and/or an inability to drive will receive transportation services and further life skills training focused on removing the transportation barrier. The following table describes the life skills training which will provided to Clients without transportation:

Reason for Needing Tribal Transportation	Training Referral
Vehicle Not Large Enough for Family	Finance Management
No Vehicle	Finance Management
No Driver's License (Not Suspended)	Driver's Training
No Driver's License (Suspended)	Finance Management/Driver's Training
Physically/Mentally Unable to Drive	None Unless Situation Changes

(D) TIMELINESS.

To ensure that all Clients are able to attend the services which they are referred to, the Tribal Services Department requires that Clients are ready at their pick up location on time. Additionally Tribal Services staff will not make additional stops on the way to or from the primary destination to take Clients to run errands.

(E) ALTERNATE TRANSPORTATION.

Tribal Services Department may purchase transportation for Clients who services are expected to be ongoing or who live more than 50 miles away from the Rancheria. Tribal Services can assist in helping finding transportation in all area. Children's school bus passes are not included in this section but can be instead obtained through the Youth Development Assistance Service (Section VIII.) Tribal Services Department does not under any circumstance pay for vehicle purchases, repairs or impoundment fees. Tribal Members may take out Per Capita Loans (Section VII) for these types of costs.

(F) SHORT TERM TRANSPORT.

Tribal Members may at times be unable to drive for short periods of time although they possess a driver's license and a vehicle. This is very common following medical procedures, anesthesia, short term use of medications, some types of eye exams, etc. Tribal Services can transport or find transport for Tribal Members with these needs. If the transportation need can be met under another program, such as the Elder's Program or a Health and Wellness Center Program, that program shall be used first.

(G) INPATIENT TREATMENT.

Tribal Services will transport or arrange for the transport of individuals to inpatient treatment programs. Tribal Services will stay at the center until the Tribal Member has been successfully admitted. Once admitted Tribal Services will pick up or arrange for pick up of the Tribal Member when the program is complete. If a Tribal Member gets terminated from inpatient treatment before treatment is complete they must find alternate transportation.

(H) DRIVER REQUIREMENTS.

Any Tribal Services staff member who transports Clients must have a clean driving record with no convictions of driving under the influence, hit and run or vehicular manslaughter.

SECTION VI
PER CAPITA LOAN SERVICE

(A) PURPOSE.

The purpose of the Per Capita Loan Service is to Per Capita give Tribal Members an opportunity to borrow against their future Per Capita payments to help offset unexpected costs.

(B) TRIBE'S RESPONSIBILITY.

The Tribe's Tribal Services Department, in conjunction with the Tribe's Finance Department, is responsible for the maintenance and implementation of this Service.

(C) TRIBAL MEMBER RESPONSIBILITY.

The Per Capita Loan Service is intended for unexpected costs and emergencies and is not a revolving line of credit. It is important to borrow wisely keeping in mind that repayment may impact the Household budget for several months.

(D) PROCEDURE.

1. Tribal Members wishing to apply for a Per Capita loan must obtain and complete a Loan Application Form and:

- **(i)** No outstanding Tribal court issues;
- **(ii)** All other financial fees and obligations must be current with the Tribe; and
- **(iii)** Must be eligible for Per Capita distribution.

2. A loan chart schedule of all costs will be provided, and made a part of the loan agreement.

3. The maximum annual loan (cumulative) is $5,000.

4. Loans to an individual will be limited to two (2) or less during any calendar year, including:

- **(i)** Minimum monthly pay back is $500.00 plus loan processing costs at 11% per annum;
- **(ii)** Members will be able to select greater monthly payments if preferred;
- **(iii)** Minimum monthly pay back will be automatically deducted from the Member's Per Capita distributions until such time that the repayment obligation has been fully satisfied;
- **(iv)** Repayment will begin to be deducted during the next calendar month.
- **(v)** If a Member is not current on his or her repayment obligations at the end of the year then he or she may not receive a loan the following year until the previous year's loan is repaid.

(E) PROCEDURE.

1. Loan applications can be obtained several ways:
   - **(i)** Online at www.shinglespringsrancheria.com in the Tribal Membership Portal; or
   - **(ii)** From the Tribal Services Department during regular business hours; or
   - **(iii)** By mail, fax or email.
2. The completed application shall be submitted to the Tribal Services Department during regular business hours to verify that all required conditions as previously noted have been satisfied. Applicants will be notified within five (5) business days should the required conditions not be met; or when a check and related loan documents will be available.
3. For approved loans, Tribal Services will prepare:
   - **(i)** A file which will include authorization to make deductions from Per Capita (signed by the borrower);
   - **(ii)** A schedule of loan processing costs for which the borrower will be liable;
   - **(iii)** A copy of the approved application along with any additional documents supporting the application; and
   - **(iv)** Payment in the form of a check or electronic deposit.
4. The signed deduction authorization will reside in the borrower's file maintained in the Tribal Services Department offices. Once fully repaid Tribal Services will issue a receipt, a copy of which will be maintained in the borrower's file. Tribal Services will maintain status files of all outstanding loans which are to be made available to authorized viewers upon request during regular business hours.

(F) MISCELLANEOUS.

1. Parents may not take loans out against their Children's future Per Capita; and
2. Adults ages 18 to 20 who do not receive Per Capita may not take out loans against their future Per Capita.

(G) PROCESSING TIME.

It may take up to seven (7) business days to process a payment once all documentation is received.

SECTION VII
YOUTH DEVELOPMENT ASSISTANCE SERVICES

(A) PURPOSE.

Youth Development Assistance Services are intended to assist Tribal Members who are age seventeen and younger or who are 18 or older and still attending regular high school in becoming engaged in activities that positively affect their development in the areas of:

1. Leadership:
2. Team work:
3. Self-confidence
4. Education;
5. Learning;
6. Life skills.

(B) ELIGIBILITY.

To qualify for Youth Development Assistance an individual must be an enrolled member of the Shingle Springs Band of Miwok Indians and must be a Child as defined in Section A.

(C) APPLICATION.

Tribal Members wishing to apply for Youth Development Assistance must obtain and complete a Youth Development Assistance Application Form. Youth Development Assistance Applications may be obtained from the Tribal Services Department during regular business hours or by mail, email or fax.

(D) DOCUMENTATION REQUIREMENT.

Documentation required includes, but is not limited to, the following:

1. Tribal Photo Identification from the Shingle Springs Band of Miwok Indians which contains proof of age; and
2. If eighteen or older, current proof of enrollment in regular high school; and
3. Back up documentation for vendor payment.

(E) PROCEDURE.

The completed Youth Development Assistance Application shall be submitted to the Tribal Services Department to verify that all required conditions as previously noted have been satisfied. The Tribal Member parent must always apply for these services unless that parent is deceased, legally incompetent or has lost all rights to their children unless they have given permission in writing to another to apply on their behalf

(F) NOTIFICATION.
Applicants will be notified within five (5) business days as to the status of their request. The request must be approved by a Tribal Services Department staff member and the Tribal Administrator or Assistant Tribal Administrator.

(G) DENIED REQUESTS.
For denied requests, the Applicant will receive written notice within seven (7) business days from the Tribal Services Department as to their reason for denial. All decisions are final.

(H) APPROVED REQUESTS.
For approved requests, Tribal Services will prepare a file containing the approved application and supporting documents which will reside in the Applicants file maintained in the Tribal Services Department offices and will specify the type of approved activity.

(I) LIMITS.
The maximum annual Youth Development Assistance amount (cumulative) is $1,500 per Child per calendar year.

(J) VENDOR PAYMENTS.
All payments must be made directly to the vendor except for reimbursements. Under no circumstances will payments be made to a Child or their parent/guardian.

(K) REIMBURSEMENTS.
This Service will only reimburse for costs where the payment is pre-authorized in writing by a Tribal Services Department Staff Member or the Tribal Administrator or The Assistant Tribal Administrator and the reimbursement is requested within thirty (30) days of purchase.

(L) VENDOR REQUIREMENTS.
Vendors must be legitimate businesses. Under no circumstances will a check be made to an individual unless that individual can prove with documentation that they are a business providing a Service that is an eligible activity. This provision is put in place to avoid fraud. Documentation that may be required includes, but is not limited to, state or federal licenses, current business licenses, etc.

(M) REFUNDS.
In the situation that the Tribe pays for an activity and a refund, in part or whole, is due from the vendor, the refund must be made back the Tribe rather than the parent/guardian or Child. Accepting a refund in part or whole for a Service paid for by the Tribe constitutes fraud and will be referred to Tribal Court.

(N) ELIGIBLE ACTIVITY – CLASS FEES.

Class fees are generally charged for electives which may include, but are not limited to, activities such as art, woodshop, home economics, foreign language, drafting, etc. The Tribe encourages participation in elective classes and will cover the cost of class fees when the proper documentation including, but not limited to, class enrollment documentation for the Child and fee documentation are provided.

(O) ELIGIBLE ACTIVITY – CLASS TRIPS.

Class Trips are a great opportunity to learn valuable skills that supplement education. The Tribe encourages participation in class trips and will cover the costs of class trips when the proper documentation including, but not limited to, class enrollment documentation for the Child and fee documentation are provided.

(P) ELIGIBLE ACTIVITY – SPORTS.

Sports may be offered by the Child's school or by other private organizations. Sports may include, but are not limited to, activities such as football, baseball, basketball, tennis, etc. Youth Development Assistance can fund sports when the Child is a member of a team. Documentation includes, but is not limited to, proof of membership on a team for the current season and information about the team. Costs required by the team such as equipment, uniforms, sports camps, etc. may be funded by Youth Development Assistance.

Q) ELIGIBLE ACTIVITY – VISUAL AND PERFORMING ARTS.

Visual and performing arts may be offered by the Child's school or by other private organizations. Visual and Performing Arts may include, but are not limited to, activities such as art, crafts, drama, music, dance, choir, etc. Youth Development Assistance can fund visual and performing arts when the Child has enrolled in a class or course. Documentation includes, but is not limited to, proof of enrollment in the class or course for the current year and information about the program. Costs required for the class or course such as supplies, uniforms, etc. may be funded by Youth Development Assistance.

(R) ELIGIBLE ACTIVITY – CLUBS.

Clubs may be offered by the Child's school or by other private organizations. Clubs may include, but are not limited to, activities such as chess clubs, boy or girl scouts, 4-H or Native American Youth Clubs. Youth Development Assistance can fund clubs when the Child is a member of a club. Documentation includes, but is not limited to, proof of membership in a club for the current year and information about the club. Costs required by the club such as equipment, uniforms, etc. may be funded by Youth Development Assistance.

(S) ELIGIBLE ACTIVITY – CAMPS.

Camps may be offered by the Child's school or by other private organizations. Camps include, but are not limited to, activities such as band camp, sports camps, space camp, health camps, etc. Youth Development Assistance can fund camp when the Child has enrolled. Documentation includes, but is not limited to, proof of enrollment in camp for the current year and information about the camp. Costs required by the camp such as equipment, uniforms, etc. may be funded by Youth Development Assistance.

(T) ELIGIBLE ACTIVITY – SCHOOL BREAKFAST AND/OR LUNCHES.

Breakfast and/or lunches are offered at many schools, preschools and daycares. When the cost of breakfast and/or lunch is separate from tuition and provided by the school, daycare or preschool Youth Development Assistance may be used to pay for these costs. Proper documentation including, but not limited to, school, preschool or daycare enrollment documentation for the Child and cost documentation for meals is required.

(U) ELIGIBLE ACTIVITY- DEVELOPMENTAL TOOLS.

Developmental tools include but are not limited to items such as books, and specialized toys and games made for very small children which help children learn and promote physical activity. For children who are ages 0-5 the following items may be considered developmental tools:

1. Play equipment such as slides, swings, sand boxes, trampolines, play houses, climbing play sets and similar items;
2. Bicycles or tricycles;
3. Developmental software and hardware such as Leap Frog, ABC Mouse etc.

Items which facilitate sitting around and are not covered include:

1. Televisions;
2. Gaming consoles;
3. Tablets
4. Video games

Proper documentation includes descriptions of the developmental tools and receipts.

(V) ELIGIBLE ACTIVITY- COMMENCEMENT AND ADVANCEMENT RELATED ITEMS.

Commencement and advancement related items are those things that students must purchase at the conclusion of the school year including, but not limited to: school pictures, year books, caps and gowns, other graduation clothing, commencement invitations, or tickets to activities such as senior trips or sober grad night activities. Proper documentation includes descriptions of the items or event and receipts.

(W) ELIGIBLE ACTIVITY – OTHER ACTIVITIES.

Other Activities do not specifically fit under the previous categories yet are organized, operated by specific guidelines and also fulfill the purpose of Youth Development Assistance by positively affecting youth development in the areas of leadership, team work, self-confidence, education and learning and/or life skills. Other Activities may include, but are not limited to, activities such as archery, martial arts, group exercise classes, horseback riding, paintball, cooking, swimming, gymnastics, sewing, etc. Youth Development Assistance for Other Activities must be specifically approved in writing on a case by case basis by the Tribal Administrator, or his or her designee, and the documentation requirement will be determined based on the individual situation.

(X) ELIGIBLE ACTIVITY –TRANSPORTATION.

Transportation costs may be covered by Youth Development Assistance when they are:

1. Costs incurred for the Child (not a parent/guardian, chaperone or transporter); and
2. A cost necessary to participate in an eligible activity as defined in this section (necessity shall be based on documentation); and
3. Paid directly to a vendor such as a school, bus operator, county or city transit company, etc.

Youth Development Assistance will not be used to purchase gas or gas cards, pay mileage or reimburse parents/guardians for transporting their Children to their activity.

(Y) ELIGIBLE ACTIVITY – UNIFORMS, EQUIPMENT AND MATERIALS.

Uniforms, equipment and material costs may be covered by Youth Development Assistance when they are:

1. Costs incurred for the Child (not a parent/guardian, chaperone or transporter); and
2. A cost necessary to participate in an eligible activity as defined in sections M-W (necessity shall be based on documentation); and
3. Paid directly to a vendor such as a school, store, etc.; and
4. The item can legally be owned by a minor.

Computers for school fall under this category however students are only eligible for a new computer once every three (3) years and must sign the Tribe's Standard Computer Agreement.

(Z) NOT ELIGIBLE FOR FUNDING – PARENT/GUARDIAN BILLS AND OTHER RESPONSIBILITIES.

The purpose of this program is to positively affect youth development in the areas of leadership, team work, self-confidence, education and learning and/or life skills through funding positive activities. The purpose of this program is not to pay parents/guardians bills or cover their responsibilities. The following types of requests may not be considered for funding:

1. Basic family bills or necessities including, but not limited to, rent, utilities, housing repairs, appliances, etc. These are the parent's responsibility, not the Child's; and
2. Clothing other than uniforms or required clothing for approved activities. This is the parent's responsibility, not the Child's; and
3. Food other than school breakfast and/or lunches as specified in Section S. Food is the parent's responsibility, not the Child's; and
4. Parent/guardian travel, gas money, gas cards or mileage; and
5. Anything that does not directly benefit the Child.

(AA) NOT ELIGIBLE FOR FUNDING – FIREARMS FOR PERSONS UNDER 18 YEARS OF AGE.

The Tribe supports the right to bear arms. However minors are unable to have firearms registered in their name and it is not possible to ensure that an adult will transfer ownership once the minor comes of age. As such, the Tribe cannot purchase firearms for children. The Tribe can however, pay for many related classes, trainings, range, hunting and competition fees and some related gear depending on applicable laws.

(BB) MISCELLANEOUS.

The unused balance of any Child's Youth Development Assistance may not be used on any other Child or paid to the parent and/or guardian.

(CC) RESPONSIBILITY TO OBTAIN RECEIPT.

It is the Clients responsibility to obtain a receipt for Services paid for by the Tribe. Tribal Services will always request receipts from vendors, however, in the event that the vendor does not provide a receipt to the Tribe as requested the parent/guardian may need to contact the vendor. Upon application for Youth Development Assistance parents/guardians agree that they will furnish a receipt within thirty (30) days of payment or they will be responsible for reimbursing the Tribe for funds expended. After thirty (30) days, Tribal Services will refer the matter to Tribal Administration who will bill the parent or guardian.

(DD) PROCESSING TIME.

It may take up to seven (7) business days to process payment once all paperwork is received. For requests that include the purchase of electronics such as computers it may take up to fifteen (15) business days to obtain the item.

(EE) NO SUBSTITUTIONS.

Absolutely nothing may be funded in lieu of Youth Development Assistance as specified in this section.

(FF) COMPUTERS.

The Tribes rules regarding computer purchases apply to purchases with Youth Development Assistance. The parent/guardian will be required to sign the Tribe's Computer Agreement.

SECTION VIII
CHILDCARE AND EDUCATION ASSISTANCE

(A) PURPOSE.

The purpose of Childcare and Education Assistance is to provide opportunities to Tribal Member families which improve the quality of the Child's education and provide opportunities to parents to work and/or further their own education.

(B) ELIGIBILITY.

To receive Childcare and Education Assistance the youth must be:

1. A Tribal Member; and
2. Between the ages of 0 through 17 or if 18 or older, still attending regular high school.

(C) TUITION FUNDED.

1. Childcare
2. Preschool
3. Private School
4. Extended Day School
5. Summer School

(D) NO SUBSTITUTIONS.

Absolutely nothing may be funded in lieu of the types of programs specified in this document.

(E) TUITION ASSISTANCE AMOUNT.

The funding limit per Child per calendar year is $12,000 for all types of tuition funding combined. A Youth may be simultaneously enrolled in any combination of Childcare, preschool, extended day school, private school and/or summer school.

(F) ADMINISTRATION.

Childcare and Education Assistance shall be administered by the Tribal Services Department and all requests must be approved by the Tribal Administrator or Assistant Tribal Administrator prior to funding. The Tribal Finance Department will process payment in accordance with this section.

(G) REQUEST PROCEDURE.

All requests for Childcare and Education Assistance shall be made by submitting a completed Childcare and Education Assistance Request Form along with any required documentation to the Tribal Services Department for review. The Tribal Member parent must always apply for these services unless that parent is deceased, legally incompetent or has lost all rights to their children unless they have given permission in writing to another to apply on their behalf.

(H) DATA COLLECTION REQUIREMENT.

Data will be collected on every application to measure the impact of this assistance. Answering the questions is not optional. The application requires disclosure of information pertaining to Household, income, home ownership and highest education levels. The purpose of this data collection is to measure improvements in the family which may include, but are not limited to, increases in Household income, education and levels of satisfaction.

(I) CHILDCARE REQUIREMENTS.

A Childcare provider must be a licensed through the Department of Social Services in the state which the home Childcare or Childcare center operates or certified by the Tribal Services Department if operating on the Shingle Springs Rancheria to receive this assistance. A copy of this license must be provided with the Childcare and Education Assistance Request Form. Tribal Services Department will verify that the license is legitimate and current. Childcare enrollment documentation is required. Because the intention of Childcare assistance is to alleviate time restraints for parents so they may pursue gainful employment and/or further their education, under no circumstance will the Tribe pay an individual to provide Childcare to their own Child even when they are a qualified provider.

(J) PRESCHOOL REQUIREMENTS.

A preschool must be operated by a Licensed Childcare Provider in order to receive this Assistance. This license can only be obtained through the Department of Social Services in the state which the preschool operates. A copy of this license must be provided with the Youth Education Assistance Request Form. Tribal Services Department will verify that the license is legitimate and current. Preschool enrollment documentation is required.

(K) PRIVATE SCHOOL REQUIREMENTS.

Private schools are those schools that do not operate with public funding. Private School enrollment documentation is required. To receive this Assistance a private school must be accredited by one of the following six (6) accrediting agencies for educational institutions, both public and private, in the United States:

1. Middle States Association of Colleges and Schools
2. New England Association of Schools and Colleges
3. North Central Association of Colleges and Schools
4. Northwest Accreditation Commission
5. Southern Association of Colleges and Schools
6. Western Association of Schools and Colleges

(L) EXTENDED DAY SCHOOLS.

Extended Day Schools are before and after school programs affiliated with public and private schools which provide additional education to Children. To receive this Assistance an Extended Day School must be accredited by one of the preceding six (6) accrediting agencies in Section (K) for educational institutions in the United States. Extended Day School enrollment documentation is required.

(M) SUMMER SCHOOLS.

Summer Schools are affiliated with public and private schools providing additional education to Children while there is a break. To receive this Assistance a Summer School must be accredited by one of the preceding six (6) accrediting agencies in Section (K) for educational institutions in the United States. School Enrollment documentation is required. Year round school may have break periods which do not occur in the summer. Additional instruction provided by the school during those break times qualifies for assistance under this program.

(N) APPLICATION/REGISTRATION FEES.

This assistance does not cover application or registration fees. Youth Development Assistance (Section VIII) can cover such fees.

(O) RELATED COSTS.

This assistance does not cover other costs related to Childcare or education. Youth Development Assistance (Section VIII) can cover such fees.

(P) VENDOR PAYMENTS ONLY.

Payments may only be made directly to the vendor.

(Q) REIMBURSEMENTS.

Reimbursements for tuition already paid may be permitted if all documentation is present and the payment occurred within thirty (30) days of the request for reimbursement.

(R) ATTENDANCE.

It is the responsibility of the parent and/or guardian to ensure that their Children attend the Childcare and/or school for which tuition has been paid for on their behalf. Parents and/or guardians are responsible for notifying the Tribe if they chose to remove their Child from Childcare and/or school so that the Tribe may seek a refund for tuition paid.

(S) REFUNDS.

All refunds will go back to the Tribe rather than the parent and/or guardian. Attached to each payment will be a letter to the provider describing the correct location to send a refund.

(T) AUDIT.

At the end of each calendar year Tribal Services will conduct an audit to confirm that assistance was used according to this Manual. Upon application the parent and/or guardian will sign a waiver permitting the Tribe to check attendance records and payment/refund history. This is to ensure the Tribes funds are being utilized correctly. Misuse of funding will be referred to Tribal Court.

(U) PROCESSING TIME.

It may take up to seven (7) business days to process a payment once all documentation is received.

SECTION IX
TRIBAL DEMOGRAPHICS

(A) PURPOSE.
The purpose of collecting Tribal Demographic surveys is to target Tribal needs in order to improve programs and Services and to collect information required by the Tribe's grant programs.

(B) FREQUENCY.
An annual Tribal Demographic Survey for all Tribal Member Adults will occur one (1) time per calendar year. Other types of Tribal Demographic Surveys may occur more or less frequently.

(C) REQUIREMENTS.
To participate in the Tribal Demographic Survey the survey taker must be a Tribal Member. Some Tribal Demographic surveys may be limited to certain groups of Tribal Members depending on the purpose of the survey including, but not limited to, certain age groups such as Children, adults or Elders, persons who participate in certain programs or other groups.

(D) METHODS.
Tribal Services may utilize several methods to obtain the highest number of surveys possible which may include, but are not limited to mail, phone interviews, email, in-person interviews, utilization of survey software and other methods as they are developed.

(E) COMPLETION.
A Tribal Demographic Survey is not complete unless all questions are answered. If any portion of the survey is not complete it cannot be accepted.

(F) INCENTIVES.
Tribal Services reserves the ability to give, or not to give, incentives for survey completion provided incentives are given, or not given, consistently among all survey takers.

(G) CONFIDENTIALITY OF RECORDS.
All survey documentation, whether anonymous or otherwise, will be kept under lock and key, or will be password protected, at all times when not in use, in the Tribal Services Department.

(H) DATA COMPILATION.
The annual Adult Tribal Demographic Survey Data will be compiled as the calendar year progresses and will be totaled for each year. The annual Adult Tribal Demographic Survey will resume the following year with a new data set. Other types of Tribal Demographic Surveys may utilize shorter or longer periods of data collection.

SECTION X
HIGH SCHOOL GRADUATION INCENTIVE

(A) PURPOSE.

The purpose of the High School Graduation Incentive is to recognize and reward the achievement of those Tribal Members who complete regular high school on-time and honor their entrance into adulthood by sending them on a trip.

(B) ELIGIBILITY.

To qualify for the High School Graduation Incentive trip an individual must:

1. Be a Tribal Member; and
2. Receive a High School Diploma. Those who receive a GED, CHSPE or Adult High School Diploma are not eligible for this incentive; and
3. Have graduated from a Regular High School. For the purposes of this Manual, "Regular High School" shall mean any accredited high school which may include public, private, independent or home schools, but does not include continuation schools; and
4. Graduate in the appropriate School Year for the High School Graduation Incentive trip unless falling under section (C) (ii) *Exceptions*. For the purposes of this Manual.
5. Be legally and physically able to attend the High School Graduation Incentive trip at the chosen destination; and
6. Be eighteen (18) years of age unless falling under section (C) (i) *Exceptions*.

(C) EXCEPTIONS.

The following exceptions will apply to this High School Graduation Incentive:

1. If the graduate is under eighteen (18) years of age he or she may attend the High School Graduation Incentive trip provided that he or she is:
   - **i.** A legally emancipated minor; or
   - **ii.** Has a family member who is 18 or older, meets the eligibility criteria for this trip, is attending this trip and agrees, in writing, to take responsibility for said minor during this trip.
2. In the event a graduate who is a minor is not legally emancipated and does not have a fellow graduate willing to take responsibility for them during the trip, he or she may attend the High School Graduation Incentive trip in a future year when they have turned eighteen (18) years of age or have become legally emancipated, whichever occurs first. This exception is only made for those who cannot attend in the correct year due to age and is not intended for those individuals who do not choose to or cannot attend the trip in the correct year for reasons other than age.

(D) ATTENDANCE BY NON-GRADUATES.

The Tribe will not pay for the graduate's parents, relatives, nor any other persons to attend the trip to accompany the graduate as Adults do not require chaperones and graduates are encouraged to bond with other graduates in the Tribe. The purpose of the High School Graduation Incentive Trip is to welcome graduates into adulthood.

(E) ORGANIZATION.

Organization for the High School Graduation Incentive trip will be completed by the Tribal Services Department. Organization includes, but is not limited to, making reservations for flights, hotels, and activities, making payments and reconciling receipts for the trip, creating itineraries and coordinating with the graduates on different aspects of the trip.

(F) TIMELINE.

1. **Announcement.**
   In the month of April, a formal trip announcement must be made in one of the following ways:
   - **i.** In the April Tribal Newsletter; or
   - **ii.** At the April General Membership meeting; or
   - **iii.** By mail.
2. **Reservations.**
   In the month of May, but no later than 5:00PM on May 31st, all eligible graduates who wish to attend must contact the Tribal Services Department to notify the Tribe that they intend on going on the trip.
3. **Activity and Destination Planning.**
   During the first week of June the Tribal Services Department will set up a mandatory meeting with the graduates who plan on attending the trip to decide the specific location of the trip, talk about preferences for travel arrangements and decide which specific activities they would like to participate during the trip. As each graduating class is different, these aspects of the trip may change from year to year and will be decided on by the graduates who will be attending.
4. **Diploma Deadline.**
   All copies of diplomas must be in by June 30th. No exceptions.

(G) CANCELLATIONS.

If a graduate cancels or does not attend the trip, the graduate is responsible to pay back any funds that the Tribe has spent on their behalf that are non-refundable.

(H) ADDITIONAL CHARGES.

The graduate is responsible to pay for any additional charges incurred during the trip including, but not limited to, room service fees, fees for damages to hotels and/or additional baggage fees.

(I) CONDUCT.

Graduates who attend the High School Graduation Incentive Trip agree to conduct themselves in an upstanding manner which includes, but is not limited to:

1. Refraining from fighting; and
2. Not using alcohol and/or other drugs; and
3. Presenting only positive images of oneself in the media, including social media.

(J) NO SUBSTITUTIONS.

Absolutely nothing may be funded in lieu of the High School Graduation Incentive as specified in this section.

SECTION XI
GOOD GRADE INCENTIVES

(A) PURPOSE.

The purpose of Good Grade Incentives is to reward Tribal Members who receive Good Grades and to encourage them to continue to receive Good Grades.

(B) ELIGIBILITY.

To receive a Good Grade Incentive a student must be:

1. A member of the Shingle Springs Band of Miwok Indians; and
2. In grades Kindergarten through 12th; and
3. Receive Good Grades.

(C) ORGANIZATION.

Organization for the Good Grade Incentive will be completed by the Assistant Tribal Services Coordinator. Organization includes, but is not limited to, collecting grades, verifying eligibility, communicating with Finance Department to produce incentives and distribution of the incentive.

(D) ANNOUNCEMENT.

In the months of April and October, a request to turn in grades must be made in one (1) of the following ways:

1. In the Tribal Newsletter; or
2. At the April and October General Membership meeting; or
3. By mail.

(E) FREQUENCY.

Good grade incentives will be distributed two (2) times per year:

1. The last Friday in the month of July for the spring semester.
2. The last Friday in the month of January.

(F) AMOUNT.

The amount of the Good Grade Incentive shall remain the same as the previous year unless it is changed at the direction of the Tribal Council.

(G) DISTRIBUTION.

1. Parents and guardians may come to Tribal Services to pick up this incentive between the hours of 8:00AM and 4:00PM on the last Friday in the months of January and July. Any incentives not picked up by 4:00PM will be mailed.
2. Deadline for grades is two (2) days before the distribution.

3. The Tribal Member parent must always receive the incentive unless that parent is deceased, legally incompetent or has lost all rights to their children unless they have given permission in writing to another to pick up the incentive on their behalf.
4. Children may not pick up their own Good Grade Incentive.
5. No Adult other than the Child's parent or guardian may pick up the Good Grade Incentive without a phone call, email or signed written note from the parent or guardian.
6. There shall be absolutely no advance distribution of the Good Grade Incentive.

SECTION XII
CHILDRENS CLOTHING SUPPLEMENT

(A) PURPOSE.

The purpose of the Children's Clothing Supplement is to help with the purchase of clothing for Children.

(B) ELIGIBILITY.

To receive a Clothing Supplement a student must be:

1. A member of the Shingle Springs Band of Miwok Indians; and
2. Ages 0-17 or if older than 17, attending high school.

(C) ORGANIZATION.

Organization for the Clothing Supplement will be completed by the Assistant Tribal Services Coordinator. Organization includes, but is not limited to, verifying eligibility, communicating with Finance Department to produce payment and distribution of the supplement.

(D) FREQUENCY.

The Clothing Supplement will be distributed two (2) times per year:

1. The last day occurring prior to December 25th that the Tribal Offices are open until 5:00 PM.
2. The last Friday in the month of July.

There shall be absolutely no advance distributions of the Clothing Supplement.

(E) AMOUNT.

The amount of the Clothing Supplement shall remain the same as the previous year unless it is changed at the direction of the Tribal Council.

(F) DISTRIBUTION.

1. Parents and guardians may come to Tribal Services to pick up this supplement between the hours of 8:00AM and 4:00PM on the last day occurring prior to December 25th that the Tribal Offices are open until 5:00 PM and the last Friday in the month of July.
2. Any supplements not picked up by 4:00PM will be mailed.
3. The Tribal Member parent must always receive the incentive unless that parent is deceased, legally incompetent or has lost all rights to their children unless they have given permission in writing to another to pick up the incentive on their behalf.
4. Children may not pick up their own Children's Clothing Supplement.

5. No Adult other than the Child's parent or guardian may pick up the Children's Clothing Supplement without a phone call, email or signed written note from the parent or guardian.
6. There shall be absolutely no advance distribution of the Children's Clothing Supplement.

SECTION XIII
CHILDRENS CHRISTMAS GIFT

(A) PURPOSE.

The purpose of the Children's Christmas Gift is to supplement the gifts Children are already receiving from their parents or guardians.

(B) ELIGIBILITY.

To receive a Children's Christmas Gift a Child must be:

1. A member of the Shingle Springs Band of Miwok Indians; and
2. Ages 0-17 or if older than 17, attending regular high school.

(C) ORGANIZATION.

Organization for the Children's Christmas Gift will be completed by the Assistant Tribal Services Coordinator. Organization includes, but is not limited to, verifying eligibility, communicating with Finance Department to produce payment and distribution of the supplement.

(D) FREQUENCY.

The Children's Christmas Gift will be distributed one (1) time per year:

1. The last day occurring prior to December 25th that the Tribal Offices are open until 5:00 PM.

(E) AMOUNT.

The amount of the Christmas Gift shall remain the same as the previous year unless it is changed at the direction of the Tribal Council.

(F) DISTRIBUTION.

1. Parents and guardians may come to Tribal Services to pick up this Children's Christmas Gift between the hours of 8:00AM and 4:00PM on the last day occurring prior to December 25th that the Tribal Offices are open until 5:00 PM.
2. Any Children's Christmas Gift not picked up by 4:00PM will be mailed.
3. The Tribal Member parent must always receive the incentive unless that parent is deceased, legally incompetent or has lost all rights to their children unless they have given permission in writing to another to pick up the incentive on their behalf.
4. Children may not pick up their own Children's Christmas Gift.
5. No Adult other than the Child's parent or guardian may pick up the Children's Christmas Gift without a phone call, email or signed written note from the parent or guardian.

6. There are no advance distributions of the Children's Christmas Gift.

SECTION XIV
ANNUAL MEMBERSHIP TRIP

(A) PURPOSE.

The purpose of the Annual Membership Trip is to provide an opportunity for all Tribal Members to attend an event that is culturally centered, become involved with the greater American Indian community and bond with their fellow Tribal Members.

(B) ELIGIBILITY.

To qualify for the Annual Membership Trip an individual must:

1. Be a Tribal Member; and
2. Be eighteen (18) years of age or if a minor, have an Adult chaperone.

(C) PLANNING.

All planning for the Annual Membership Trip will be completed by the Tribal Services Department. Planning includes, but is not limited to, making reservations for flights, hotels, and activities, making payments and reconciling receipts for the trip, creating itineraries and coordinating with the attendees on different aspects of the trip.

(D) CHOOSING A DESTINATION.

Within thirty (30) days after returning from the Spring Time Membership Trip, the Tribal Services Department will create and make available to all Tribal Members a survey regarding the Annual Membership Trip. The survey shall include a question asking where the survey taker would like to go for next year's Annual Membership Trip, list several events that are culturally centered and have an area where survey takers can give different suggestions. The period to receive surveys will extend thirty (30) days from the date they are mailed. Once collected, the destination which has the most votes will be the destination for the upcoming year pending approval by the Tribal Council. A particular destination cannot be repeated more than one time in five (5) years. This will ensure variety in the experiences.

(E) COSTS.

The Tribe will pay only the following costs for Tribal Members:

1. **Air Transportation.**
   Flights will be paid for each Tribal Member round trip from the airport closest to their residence. The Tribe does not pay for airport parking. Attendees may elect to utilize a different form of transportation but may only be reimbursed up to the amount of a plane ticket round trip from Sacramento; and
2. **Lodging.**
   Attendees may elect to make arrangements for different lodging but may only be reimbursed up to the amount of the lodging offered by the Tribe; and

3. **Event Fees.**
The Tribe will pay the cost of attendance to the designated event; and

4. **Per Diem.**
Per Diem at the federal rate will be paid to each Tribal Member regardless of age. Per Diem shall not be released any sooner than five (5) days prior to departure. A parent or guardian must pick up the per diem check for a minor attendee.

(F) GUESTS.

Attendees may elect to bring guest(s) with them to Annual Membership Trip. While the Tribe will accommodate such guests by helping them make arrangements for their flight, the Tribe will not pay for guest's costs and guests do not receive per diem. Guests must pay for their own transportation, lodging (if not sharing with a Tribal Member) and event fees. The Tribal Member attendee may choose to have the cost of their guest(s) flight taken out of their Per Capita provided the balance will be paid off by the 3rd per capita after returning from the trip. Tribal Members may elect to make payments for their guest from their per capita up to one year ahead of time to space out the debt.

(G) TIMELINE.

1. **Approval.**
At least one-hundred-and-twenty (120) days prior to the date of departure the Tribal Administrator, or his or her designee, shall request from the Tribal Council that they approve the destination which the Tribal Membership voted for.

2. **Announcement.**
At least ninety (90) days prior to the date of departure a formal trip announcement must be made:
   - **i.** In the Tribal Newsletter; or
   - **ii.** At the General Membership meeting; or
   - **iii.** By mail.

   Although only one of the above methods is required, it is recommended to make the formal trip announcement in all of the above methods as well as by distributing flyers, placing information on the Members-Only portion of the Tribe's website, or in any other form of communication which would assist the spread of information.

3. **Reservations.**
No later than thirty (30) days prior to the date of departure all who wish to attend the Annual Membership Trip must submit their completed paperwork to the Tribal Services Receptionist. After this time, the Tribal Services Department will start making reservations for the trip.

4. **Itinerary.**
The Tribal Services Department will prepare and distribute a travel itinerary to each traveler no less than fifteen (15) days prior to departure from the event.

(H) CANCELLATIONS.

If a traveler, or a guest whom they have elected to take responsibility for, cancels or does not attend the trip, they are responsible to pay back any funds that the Tribe has spent on their behalf that are non-refundable. The only exception in which repayment can be waived is a medical emergency. Repayment waiver for medical emergency must be accompanied by a doctor's note specifically prohibiting travel.

(I) ADDITIONAL CHARGES.

The traveler is responsible to pay for any additional charges incurred during the trip including, but not limited to, room service fees, fees for damages to hotels and/or additional baggage fees.

(J) MISCELLANEOUS.

1. The Annual Membership Trip is not part of any traveler's employment. The Tribe will not pay lost wages nor will it pay its own employees to attend this trip. Travelers must make arrangements to be off of work to go on the trip.
2. As the Annual Membership Trip is not part of any individual's employment and is taken on the individual's personal time, no employment actions will be made by the Tribe after the trip based on an individual's behavior on the trip.

(K) NO SUBSTITUTIONS.

Absolutely nothing may be funded in lieu of the Annual Membership Trip as specified in this section.

SECTION XV
PERSONAL FINANCE MANAGEMENT TRAINING

(A) PURPOSE.

The purpose of Personal Finance Management Training is to educate Tribal Members and their families about finances, budgeting and investing and to prevent emergency requests to Tribal Administration or Tribal Council for money.

(B) ELIGIBILITY.

All Tribal Members and their families are eligible to attend Personal Finance Management Training.

(C) ORGANIZATION.

The Tribal Services Department in conjunction with the Training and Development Department will lead hour long classes on finance management topics including, but not limited to:

1. Budgeting
2. Living within a budget
3. Checking accounts and balancing a check book
4. Starting a savings
5. Saving for a purchase or down payment
6. Investing in retirement
7. Saving for college
8. Starting a business
9. Managing debt

(D) FREQUENCY.

Tribal Services will hold a Personal Finance Management Training at least one (1) time per month. A yearly schedule of trainings will be distributed at the beginning of the year and trainings will be advertised monthly in the Tribal newsletter.

(E) MANDATORY ATTENDANCE.

Attendance at three Personal Finance Management Training classes is mandatory for for each person, each instance, who receives a loan, advance or bill payment after they have already exhausted all of the Tribes resources in other programs. All trainings will be recorded and may be attended by webinar.

(F) EXAMPLES.

1. Billy asks the Tribe to give him a loan to pay his electric bill because his electricity has been shut off. Billy cannot obtain a Per Capita Loan because in January he took out a loan to buy at hot tub. The Tribe does not want Billy's 5 Children to be without power so they agree to a loan. Now Billy must attend three (3) Personal Finance Management Training courses because he has shown that he cannot manage his finances.
2. Susie asks for her Per Capita to be released early every month. There is always a different reason: rent, car payment, car broke down, etc. When it comes down to it, Susie cannot live within her means. Borrowing money causes her to be short the next month, and the next month and so on. Susie now must attend three (3) Personal Finance Management Training courses per instance of borrowing because she has shown that she cannot manage her finances and is stuck in a vicious cycle of carrying debt.
3. Eric likes expensive things. However, Eric does not work and lives on only Per Capita. Eric spends his money on expensive hobbies, dining out, fancy clothes, etc. When it comes time to pay rent Eric asks the Tribe for a loan. He is ineligible to receive a Per Capita loan because he already took it out in January to buy a boat. The Tribe does not want Eric to become homeless so he receives a loan. Now Eric must attend three (3) courses of financial management training because he has shown that he does not know how to live within his means or manage his money.

(G) QUIZ.

A short quiz will be given at the end of every training. The Quiz Taker must get at least 70% on the quiz to receive credit for the training. An online quiz will be available for those attending by webinar. Special accommodations can be made for attendees with special needs including, but not limited to, quiet test areas, more time to take the test, more time to study for the test, one on one additional training to improve retention of information.

(H) CERTIFICATE OF TRAINING.

Tribal Services will work with Training and Development to issue a training certificate for each training and individual attends. Certificates will be mailed to the address on file or given to the individual in person. Please allow up to ten (10) business days to receive a mailed certificate.

(I) SPECIAL CERTIFICATE FOR FINANCE MANAGEMENT.

A special certificate for finance management will be given once a year at the Annual Graduation Ceremony for those persons who have completed ten (10) finance management classes.

SECTION XVI
INCOME TAX PREPARATION SERVICES

(A) PURPOSE.
The purpose of the Income Tax Preparation Service is to assist Tribal Member Households in completing their taxes on time to avoid penalties, garnishments and liens.

(B) ELIGIBILITY.
All Tribal Members are eligible to access Income Tax Preparation Services.

(C) ORGANIZATION.
The Tribal Services Department will contract with outside tax specialists for Income Tax Preparation Services.

(D) FREQUENCY.
Tribal Services will have tax specialists on site at least four (4) times in the period occurring between February 1st and April 15th. Additional on-site visits can be scheduled as need increases.

(E) APPOINTMENTS.
Appointments for Income Tax Preparation Services will be made at a particular date and time agreed upon by the Clients and Tribal Services. In the case of a no show the Client will only be able to receive another appointment with the tax specialists if there is a cancellation.

(F) PROTECTION OF TRIBAL MEMBER ASSETS.
Under no circumstances will the former spouses of Tribal members be allowed to talk to the tax specialists about the Tribal Members tax return without the Tribal Members written consent.

SECTION XVII
FOSTER CARE

(A) PURPOSE.

The Shingle Springs Band of Miwok Indians actively seeks to maintain a positive quality of life for all of its Tribal Members including those Children in foster care. The Tribal Services Department works with Tribal foster Homes and the foster care agencies to facilitate appropriate placements. To facilitate this process the Tribal Services Department will facilitate the Foster Home Licensing process.

(B) RESPONSIBILITY.

1. Tribal Council.

It shall be the responsibility of the Tribal Council, or in cases of emergency the Tribal Council Chairperson, to license foster Homes for Children in accordance with this Manual.

2. Tribal Services.

It shall be the responsibility of the Tribal Services Department to recruit, screen, and monitor foster Homes for Children and to produce reports and make recommendations in accordance with this Manual.

3. Administration.

It shall be the responsibility of the Tribal Administration to present reports and recommendations from Tribal Services to the Tribal Council.

(C) ELIGIBILITY FOR FOSTER CARE HOME LICENSING.

An Applicant may be issued a foster Home license provided he or she meets the following qualifications:

1. The Applicant is over 21 years of age; and
2. The Applicant is a responsible, mature individual of reputable character who exercises sound judgment and displays the suitable temperament and capacity to provide good care for a Child; and
3. The Applicant is in such physical and mental health as will not adversely affect Children or the quality and manner of their care. This must be evidenced by providing a statement from a physician stating that the Applicant is free from any medical conditions that might endanger Children; and
4. The Applicant as never have been convicted of Child abuse or neglect, spousal abuse, sexual offenses, or any other crime involving violence; and
5. The Applicant has not been convicted of a felony or drug offense within the last five (5) years; and
6. The Applicant has taken part or is willing to take part in such foster parent training programs as the Tribe may arrange for or provide; and

7. The Applicant understands the special needs of a Child as an Indian person and a member of the Tribal community and be willing to encourage the Child's participation in the Tribal community; and
8. The Applicant is willing, when necessary, to cooperate with biological parents and shall be willing to help the family re-establish the necessary family ties; and
9. The Applicant has an income sufficient to care for all members of the foster family.

(D) FOSTER HOME REQUIREMENTS.

The physical facilities of the foster Home shall present no hazard to the safety of the foster Child and shall be so constructed, arranged, and maintained as to provide adequately for the health and safety of all Occupants. Specifically the physical facilities must meet the following standards:

1. Heating, ventilation, and light shall be sufficient to provide a comfortable atmosphere; and
2. Furnishings and housekeeping shall be adequate to ensure the health and comfort of the foster Child; and
3. Each foster Child shall be provided with a comfortable bed of his/her own. Sleeping rooms must provide adequate opportunities for rest. All sleeping rooms must have a window of a type that may be opened readily and may be used for evacuation in case of a fire. No more than two (2) Children shall share a sleeping room. Foster Children, other than infants, shall not share a sleeping room with Adults or members of the opposite sex; and
4. Foster Children shall be provided their own space for their personal possessions: and
5. Play space shall be available and free from hazards which might be dangerous to the life or health of the Child; and
6. Foster homes must be reasonably accessible to schools, recreation, churches, other community facilities, and special resources (such as medical needs) as needed. The foster parent must have an adequate form of transportation and be able and willing to provide transportation to and from the above listed locations; and
7. Foster homes shall meet zoning and housing requirements and/or codes as set forth by the jurisdiction in which they are located.

(E) FOSTER FAMILY REQUIREMENTS.

All members of the foster family Household shall be of good character and in such physical and mental health as will not adversely affect either the health of the Child or the quality and manner of his or her care. Specifically, the foster family must meet the following standards:

1. Except under exceptional circumstances, or in order to preserve a family unit, a foster family may not consist of more than four (4) foster Children.

2. Members of the foster family Household must never have been convicted of Child abuse or neglect, spousal abuse, sexual offenses, or any other crime involving violence.
3. Members of the foster family Household must never have been convicted of a felony or drug offense within the last five (5) years.
4. All persons who are married to each other, who are in a relationship together and living together but not married or married persons living apart shall all be party to an application. Single persons may also apply by themselves.
5. No more preference is given to individuals who are married over those who are not nor is more preference given to those in opposite-sex relationships over same-sex relationships.

(F) FOSTER HOME LICENSING PROCEDURE.

1. Application.

a. The Tribal Services Department shall designate individuals as Foster Home Assessors.

b. Upon receipt of an application, a Foster Home Assessor shall conduct an Assessment to determine whether the above eligibility, foster Home and foster family requirements have been met. This Assessment must include criminal background checks, Home assessments, interviewing the Applicants and others who are familiar with the Applicants. The Foster Home Assessor may request any other documentation or information that is necessary in making a determination on the application.

c. The Foster Home Assessor shall submit a written report and recommendation on the application to Tribal Administration who will present the report to Tribal Council.

2. Licensing.

a. The Tribal Administration shall present the recommendation made by the Foster Home Assessor to the Tribal Council who will decide to deny the application, grant a license, or grant a license subject to special conditions and limitations.

b. The Tribal Council shall inform Tribal Administration of its decision.

c. All determinations of the Tribal Council are final.

d. When there is an emergency and a foster Home must be licensed before the Tribal Council is able to meet, the Tribal Council Chairperson may issue a license in accordance with all other requirements of this Manual.

(G) LICENSE.

1. Each license shall bear the names of the persons licensed, a description of the premises licensed, the number, age and gender of individuals to be housed in the premises, the term of the license, and any special terms and conditions which the Council may impose.
2. The term of a license shall not exceed 2 years.
3. Any license issued by the Tribe shall apply only to the residence(s) where the family is living at the time the license is issued, and a permanent change of residence automatically terminates the license. The foster care parents are required to notify the Tribal Services Department whenever a change of residence is contemplated.
4. Licensees shall also notify the Tribal Services Department whenever a change in the Household occurs. A change in the Household includes, but is not limited to; a member of the foster family Household is accused or convicted of a crime, moves out, or if any person moves into the residence. Failure to report a change within forty-eight (48) hours may result in the suspension or revocation of the license.

(H) INSPECTIONS AND SUPERVISION.

1. Supervision of foster Home licensees shall be the duty and responsibility of the Tribal Services Department.
2. The Tribal Services Department shall visit and inspect each foster Home no less than quarterly. The Tribal Services Department may, upon twenty-four (24) hours' notice, inspect a foster care Home at any time. The acceptance of a license pursuant to this chapter constitutes consent by the licensee to unrestricted access to the Home by the Tribal Services Department.
3. When an individual reports to the Tribe that a Licensee is in violation of this Manual the Tribal Services Department shall conduct an investigation within forty-eight (48) hours.
4. If the Tribal Services Department finds that the Licensee is in violation of this Manual, it will make an immediate report to the Tribal Administration who will convey the report to the Tribal Council.

(I) STANDARD OF CHILD CARE.

Any Child placed in a foster Home licensed pursuant to this Policy must be provided the following standard of care:

1. Safe, healthy, and comfortable Home; and
2. No physical, sexual, emotional or other abuse, or corporal punishment; and
3. Adequate and healthy food; and
4. Adequate clothing; and
5. Medical, dental, vision, and mental health services; and

6. Freedom to contact/visit family members, unless prohibited by court order.
7. Attend school and participate in extracurricular, Tribal, cultural, and personal enrichment activities.
8. Transportation to and from the above listed services and activities.
9. Freedom to exercise rights afforded to all Americans under the US Constitution.

(J) SANCTIONS.

1. When a Licensee is in violation of any provisions of this Manual, or regulations adopted pursuant to this Manual, the Tribal Council may issue the following sanctions; a warning, temporarily suspend the license, or permanently revoke the license; and
2. Written notice stating the grounds for the sanction shall be provided to the Licensee.

(K) ENDANGERMENT OF CHILDREN.

The Tribal Services Department reports all suspected Child abuse and/or endangerment to the Tribal Police. Licensees who are charged with Child abuse and/or endangerment will have their license suspended until a final disposition is determined. If convicted of Child abuse and/or endangerment individuals will no longer be able to be licensees and may be subject to citations and fines by the Tribal Court.

SECTION XVIII
BURIAL ASSISTANCE

(A) PURPOSE.

The purpose of Burial Assistance is help offset some of the burial and associated costs incurred by families when a Tribal Members becomes deceased.

(B) ELIGIBILITY.

To receive Burial Assistance an individual must be a Tribal Member of the Shingle Springs Band of Miwok Indians.

(C) REPRESENTATIVE.

The representative who will work with the Tribal Services Department in making arrangements for the deceased will be the designee as stated in the deceased's will. If there is no designee, the deceased's spouse will be their representative. If there is no designee and the deceased does not have a spouse, the next of kin will be deceased's representative. If there is no designee, spouse or next of kin, the representative shall be appointed by a court within its jurisdiction. If the deceased is a child, the Tribal Member parent will be the representative unless that parent is deceased, legally incompetent or has lost rights to their child unless written consent has been given to another individual.

(D) VENDOR PAYMENTS AND REIMBURSEMENTS ONLY.

All payments will be made directly to the vendor from Tribe except in the case of a reimbursement. Documentation required for a vendor payment is an invoice or other similar documentation. Documentation required for a reimbursement is a receipt or other similar documentation.

(E) AMOUNT.

The amount of Burial Assistance is $10,000 per deceased. This amount shall remain the same as unless it is changed at the direction of the Tribal Council. Any additional costs will be deducted from the last per capita payment issued to the deceased.

(F) ELIGIBLE COSTS.

Eligible costs include, but are not limited to, the cost of:

1. Burial, cremation or similar
2. Coffins, urns or similar
3. Funeral Service/Mortuary Costs
4. Costs related to gathering or observance
5. Facility rentals
6. Food for reception

7. Printed Materials
8. Flowers
9. Headstone or other type of burial monument
10. Other reasonable costs

SECTION XIX
REHABILITATION ASSISTANCE

(A) PURPOSE.

The purpose of Rehabilitation Assistance is help Tribal Members pay for the specialized outside therapies required to work through the process of recovery from addictions, disorders and other mental disease.

(B) ELIGIBILITY.

To receive Rehabilitation Assistance an individual must be a Tribal Member of the Shingle Springs Band of Miwok Indians and be in need of inpatient rehabilitation, detox, partial hospitalization, intensive outpatient treatment, transitional living, individual therapy and/or group therapy.

(C) CONDITIONS.

Conditions which may require higher level therapies include, but are not limited to the following:

1. Drug and/or alcohol addiction
2. Eating disorders, sex addiction, gambling addiction etc.
3. Obsessive compulsive disorders
4. Mood disorders (anxiety, depression, etc.)
5. Thought disturbances (schizophrenia, paranoia, etc.)
6. Stroke
7. Head injury/concussion
8. Trauma/Post Traumatic Stress
9. Self-Harm
10. Special Needs

(D) REHABILITATION METHODS.

Some methods of rehabilitation include, but are not limited to, the following:

1. **Inpatient Rehabilitation.** The Client will go to a program, most commonly lasting at least thirty (30) days but which may last up to one (1) year. During this period of time the Client will live in the program and will not be able to leave the program until complete.
2. **Detox.** The Client will go to a medically supervised program which lasts most often between one (1) and two (2) weeks for the purpose of processing substances out of the body safely. As detoxing without medical supervision may lead to death in some cases all persons going into drug and/or alcohol recovery will be evaluated by a medical professional to determine whether they require detox.

3. **Partial Hospitalization.** The Client continues to reside at home, but commutes to a treatment center up to seven (7) days a week for several hours a day. During the day they may not leave the program.

4. **Intensive Outpatient Treatment.** The Client will receive group and individual services up to 40 hours a week. This allows the Client to be able to participate in their daily affairs and then participate in treatment at an appropriate facility for part of the day.

5. **Transitional Living.** The Client will live in a group setting which will help the Client become a productive member of society. Transitional living facilities often offer low cost housing and professional support, education, and a stable living environment.

6. **Individual Therapy.** The Client receives one on one therapy with a mental health professional. This type of therapy usually lasts between 30 minutes and two (2) hours per session.

7. **Group Therapy.** The Client attends a group to gain support from others with similar issues. This type of therapy usually lasts between 30 minutes and two (2) hours per session.

(E) AGREEMENT.

By receiving assistance, the Tribal Member attending Rehabilitation agrees to complete the program which the Tribe has paid for on their behalf. The Tribal Member receiving Rehabilitation Assistance agrees pay the Tribe back using 50% of their Per Capita each month if they do not complete their program.

(D) VENDOR PAYMENTS ONLY.

All payments will be made directly to the vendor from Tribe. Documentation required for a vendor payment is an invoice or other similar documentation.

(E) AMOUNT.

The amount of Rehabilitation Assistance is dependent on the severity of the case. There is not be a cap on the amount of Assistance that may be provided however, Tribal Services will attempt to use the individual's health insurance when possible.

(F) OTHER COSTS.

$100 for necessities may be given to the rehabilitation provider directly for the individual for items like toiletries. This necessities supplement can never be given directly to the individual attending rehabilitation due to their precarious situation and propensity to make poor choices when recovering from a disease or disorder.

SECTION XX
HOME DOWN PAYMENT ASSISTANCE SERVICE

(A) PURPOSE.

The purpose of the Tribe's Home Down Payment Assistance Service is to promote self-sufficiency among Tribal Members through Home ownership.

(B) ELIGIBILITY.

Any Tribal Member who:

1. Is at least eighteen (18) years old; and
2. Does not currently own another Home; and
3. Has not, within the last two (2) years, sold their Home or relinquished their rights to their Home; and
4. Has not previously received Home Down Payment Assistance through the Tribe; and
5. Provides an approved mortgage application and a purchase agreement to the Tribe proving that they are ready to receive Home Down Payment Assistance Services.

(C) BUDGET AND FUNDING.

The Tribe will require eligible Tribal Members to apply for outside alternate resources to cover funding for Home Down Payment Assistance Services. Once alternate resources have been exhausted, the Tribe may budget amounts, as available, for the Program to cover costs. The Tribal Services Department budget is approved annually by the Tribal Council. Modifications to the approved budget may only be approved by the Tribal Council.

(D) ASSISTANCE CAP.

Home Down Payment Assistance Services will be paid in one (1) lump sum to the company handling escrow and will not exceed $15,000.00 per individual eligible Tribal Member one (1) time per lifetime. The Tribe encourages eligible Tribal Members to use both assistance from the Tribe and outside resources when eligible to obtain the best possible home pricing and interest rates.

(E) PRIORITY.

Priority will given on a first-come first-served basis.

(F) TRIBAL SERVICES RESPONSIBILITIES.

The Tribal Services Department staff will assist Tribal Members in:

1. Processing paperwork required by the Tribe to obtain Home Down Payment Assistance Services from the Tribe once an Applicant is ready to make a down payment; and

2. Referring Tribal Members to outside programs and resources that may be available to provide funding for Home purchase and or lower interest rates; and
3. To refrain from giving advice or opinions on matters regarding Home choice, the outside accountants, lenders or brokers the Tribal Members may choose to work with or finances.

(G) TRIBAL MEMBER RESPONSIBILITIES.

It is the responsibility of the Tribal Member to take an active role in their success by following through with their obligations. These obligations include, but are not limited to:

1. Deciding on the location and physical attributes of the Home to be purchased; Tribal Services Department staff will not give advice or opinions to those applying for services what type of house to buy; and
2. Locating, contacting, choosing or working with accountants, agents, lenders, brokers and other professionals. These type of choices are best left up to the Tribal Member. Tribal Services Department staff cannot offer opinions or advice on these matters; and
3. Deciding on issues regarding finance; the Tribal Member is ultimately responsible for paying all costs associated with buying a Home and must make choices that will work into their own budget; and
4. Paying all costs associated with owning a Home. Failure to do so may result in loss of Home.

(H) FORMS.

Forms or other documents needed to fully implement the Home Down Payment Assistance Service may be created and revised at the direction of the Tribal Council, or their designee, as necessary to fully implement the Service without need for amendment to this Manual.

(I) FRAUD.

Any individual found to be using false or misleading statements, omitting or misrepresenting facts or altering or forging documents will be immediately disqualified from receiving Home Down Payment Assistance Services. This includes, but is not limited to, misrepresenting to any individual, realtor, mortgage company, lender, etc., that they have pre-qualified for any specific amount of Home Down Payment Assistance Services prior to the Tribal Services Department approving their application.

(J) RESPONSIBILITY FOR PAYMENTS.

The Tribal Member receiving Home Down Payment Assistance Services understands that they are responsible for paying all costs associated with buying their Home, as well as all future payments necessary, including but not limited to, mortgage payments, taxes, loan fees, processing fees and other costs.

(K) RESIDENCY REQUIREMENT.

By accepting Home Down Payment Assistance Services, the Tribal Member recipient agrees to reside within the Home for at least five (5) years, prior to disposing of the property in any manner, (repossession, sale, lease, etc.). If the Tribal Member fails to reside in the Home for five (5) years the Tribal Member will re-pay the Tribe the entire amount of the Home Down Payment Assistance Service. The pay-back amount will be automatically garnished from the Tribal Members monthly Per Capita in thirty-six (36) equal payments. The Tribal Member may also arrange to pay-back the Tribe sooner if they choose, by authorizing additional amounts to be withheld from their per-capita, through pay roll deductions or by cash payments.

(L) PROCESSING TIME.

It may take up to seven (7) business days to process payment once all paperwork is received.

(M) NO SUBSTITUTIONS.

Absolutely nothing may be funded in lieu of Home Down Payment Assistance as specified in this section.

SECTION XXI
ADMISSION AND OCCUPANCY STANDARDS FOR RENTAL HOUSING

(A) PURPOSE.

The Tribe created Admission and Occupancy Standards for Rental Housing to describe procedures which the Tribe uses to fairly and equitably manage Rental Housing. In addition to the requirements set forth in this section, additional requirements apply if housing is funded by sources outside of the Tribe.

(B) ELIGIBILITY FOR ADMISSION.

The following eligibility requirements must be met in order for Admission into Rental Housing:

1. The Head of Household must:

- **i.** Be an enrolled member of the Tribe; and
- **ii.** Be an Adult; and
- **iii.** Complete the Application for Rental Housing.

2. All Adult Occupants must:

- **i.** Have not been previously Evicted from Tribal Housing; and
- **ii.** Have not previously Abandoned Tribal Housing; and
- **iii.** Must be current in their payment plans if they owe a debt to the Tribe; and
- **iv.** Must not be banned from Tribal Land; and
- **v.** Must not be subject to a lifetime registration requirement under any State or Federal sex offender registration program.

(C) APPLICATION SUBMISSION AND REQUIREMENTS.

1. Applicants must fill out, complete and turn-in an Application for Rental Housing.

2. Applicants are always required to turn in the following documentation:

- **i.** Photo identification for each Adult in the Household. Acceptable forms of Photo Identification are: State issued driver's licenses or identification cards, United States military identification cards, Tribal identification cards from federally recognized Indian Tribes or United States passport; and
- **ii.** Shingle Springs Band of Miwok Indians Identification Cards for each Household Member who is a Tribal Member; and
- **iii.** Social Security Cards for each person in the Household with the exception of persons under three (3) months of age; and
- **iv.** Birth certificates for all Household members with the exception of persons under three (3) months of age; and
- **iv.** Income documentation from the last three (3) months which shows that the Household as a whole receives monthly income equal to or more than three (3) times the rent amount.

v. An Statement of Facts signed by the Tribes Enrollment Officer certifying that Tribal Member social security cards and birth certificates are present in the enrollment file may be taken in lieu of the actual document.

vi. An Statement of Facts signed by the Tribes Enrollment Officer certifying Tribal Member Status may be taken in lieu of a Tribal Identification Card.

3. Applicants may be required to turn in the following documentation when applicable:
   i. Documentation from a medical doctor confirming pregnancy. (Pregnant women are counted as two (2) persons in the Occupancy calculation.)
   ii. Recommendation from a medical doctor for specific structural modifications to the Home to accommodate a disability.
4. All entries on applications are to be made in blue or black ink or typed in.
5. Use of white-out is prohibited on the application or supporting documentation.
6. Corrections or changes on the applications are to be made by lining through the original entry and entering the correct data. Such changes are to be dated and initialed by the person recording the change.
7. Supporting documentation must not contain alterations in any form.
8. Supporting documentation having more than one page in the series must contain all pages.
9. Hand written notes cannot be used as supporting documentation.
10. All supporting documentation must contain the letterhead from the business from which it came.

(D) APPLICATION REVIEW.

1. Immediately upon receiving an application the staff member who receives it will document the exact date and time it was received on the application.
2. Staff will check to ensure that all required documentation is present.
3. Within ten (10) business days staff will compose a letter to the Applicant which will inform them that their application is either:
   i. Complete. Applicant will be added to the Rental Housing Waiting List and their position on the Waiting List will be told to them in the letter.
   ii. Incomplete. A detailed list of required documentation needed. The Applicant will not be placed on the Rental Housing waiting list.
   iii. Ineligible. The Household does not meet eligibility criteria or does not conform to application requirements. An explanation of the specific cause of ineligibility will be included in the letter.
4. All applications will be kept for a period of seven (7) years at minimum.
5. All applications, whether complete, incomplete or ineligible, will be kept in a locking file cabinet, in a locked office, in a locked building when not in use and/or unattended.

(E) RENTAL HOUSING WAITING LIST.

1. The Rental Housing Waiting List is a distinct separate list from the Elder's Assisted Living Housing Placement Waiting List.
2. The Rental Housing Waiting List is comprised of all completed applications for Rental Housing.
3. Applications are added to the Rental Housing Waiting List on the date they are received by the Tribal Services Department completed and have all of the supporting documentation included regardless of the date the Applicant writes on the application.
4. Placement on the Rental Housing Waiting List is first come first served.
5. Tribal Services Department may only remove an application off of the Rental Housing Waiting List prior to Admission for the following four (4) reasons:
   - **i.** A circumstance arises which causes the Applicant Head of Household to no longer be eligible to reside in Tribal Housing; or
   - **ii.** The Applicant receives a land assignment on the Shingle Springs Rancheria and is no longer is in need of Rental Housing; or
   - **iii.** The Applicant secures Admission into Elder's Assisted Living Housing instead and is no longer is in need of Rental Housing; or
   - **iv.** The Applicant Head of Household dies.
6. Any Applicant may remove themselves from the Rental Housing Waiting List voluntarily by doing so in writing.
7. Any Applicant on the Rental Housing Waiting List may request confirmation letter of their place on the Rental Housing Waiting List at any time.
8. The Tribal Services Department may not disclose to any person any information about any other person on the Rental Housing Waiting List.
9. **Under no circumstances will any Applicant skip over any other Applicant to get to the front of the Housing Waiting List.** Everyone needs and deserves housing. The Tribal Services Department may not change list placement to accommodate Applicants who feel they are more entitled to housing than others.
10. Persons already in Rental Housing do not have priority over those on the list when Units become available. They must turn in an application like everyone else.

(F) RE-DETERMINING ELIGIBILITY.

1. Eligibility shall be re-determined immediately prior to Admission if the application has been on the Rental Housing Waiting List for more than thirty (30) days.
2. Once admitted to Tribal Housing, eligibility shall be re-determined if:
   - **i.** The Household composition changes; or
   - **ii.** The Occupant makes a late rent payment.

(G) RESIDENT SELECTION.

1. Selection for available Rental Housing will start with the first Applicant on the Rental Housing Waiting List.
2. Once a Home becomes available the Tribal Services Department will contact the first Applicant on the list and re-determine eligibility.
3. The Applicant will receive an Offer to Rent which shall contain the following information about the Home:
   - **i.** Address; and
   - **ii.** Number of bedrooms; and
   - **iii.** Monthly rental cost.
4. At that time the Applicant has the choice to accept the offer to rent of decline it. The Applicant may request to view the Home if they like. The Applicant must make a decision to accept the offer to rent or decline it within five (5) business days or it will be an automatic declination and an offer to rent will be made to the next individual on the list.
5. Applicant must take possession of the Home within thirty (30) days of receiving an Offer to Rent. If unable, the Home will be offered to the next person on the list.
6. Applicants do not lose their place on the Rental Housing Waiting List if they decline to rent a Home for which they qualify for.

(H) MINIMUM AND MAXIMUM OCCUPANCY STANDARDS.

1. Minimum Occupancy. There must be at least as many Full-Time Occupants as there are bedrooms. An individual is considered a Full-Time Occupants if they reside in the home fifty percent (50%) of the time or more.
2. Maximum Occupancy: There must not be more than two (2) persons per bedroom.
3. All persons count as one (1) person each with the exception of persons who are pregnant, as verified by a medical doctor, who count as two (2) persons.
4. The Head of Household must notify the Tribal Services Department when someone moves out of the Home.
5. The Head of Household may add another Occupant to the Rental Agreement by signing an addendum to the lease provided the extra Occupant does not raise the total number of persons in the Household over the maximum Occupancy limit.
6. Extra individuals cannot just move in; they must be added to the Rental Agreement.

(I) EVICTION.

1. Residents who violate their Rental Agreement will be warned of their non-compliance. If non-compliance is not corrected within three (3) days, eviction procedures will proceed and the Tribal Services Department will serve a 30 Day Notice to Vacate.
2. The Tribal Council reserves the right to evict any resident of Tribal Housing at any time with or without notice at their discretion.

(J) DEATH OR ABANDONMENT.

In the event that the Head of Household dies or Abandons Tribal Housing, the Tribe shall first determine if there is another Adult Occupant who meets the eligibility requirements to become Head of Household.

1. If there is another eligible Adult, the Tribe shall immediately arrange a meeting with that individual to determine if they wish to remain in the Home, and, if so, sign a new Rental Agreement naming them Head of Household.
2. If there is not another eligible Adult Occupant, the remaining Occupants will be served a 30 Day Notice to vacate.

SECTION XXII
CERTIFICATION

As a duly-elected official of the Shingle Springs Band of Miwok Indians, I do hereby certify that, at a meeting duly called, noticed, and convened on the 31st day of March, 2014 at which time a quorum of 7 was present, this Manual was duly adopted by a vote of 7 FOR, Ø AGAINST, Ø ABSTAINED, and said Manual has not been rescinded or amended in any form.

Tribal Council Chairperson — Date: 3/31/14

ATTEST:

Tribal Council Secretary — Date: 3/31/14